Torres Rojas, Genara

FOI#13861

From: writedavideisen@yahoo.com
Sent: Friday, March 22, 2013 9:38 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: DAVID
Last Name: EISEN
Company: ATTORNEY
Mailing Address 1: 16 COURT STREET
Mailing Address 2: 35TH FLOOR
City: BROOKLYN
State: NY
Zip Code: 10023
Email Address: writedavideisen@yahoo.com
Phone: 718-237-4060
Required copies of the records: Yes

List of specific record(s):
Under the provisions of the New York Freedom of Information Law, I hereby request all records pertaining to the following: The towing contract between the current vendor and the Port Authority of New York New Jersey, currently in effect for the towing company which supplies vehicle towing services for JFK Airport. The freedom of Information Law requires that an agency respond to a request within five business days of a request. If, for any reason my request is denied, please inform of the reasons for the denial and the name and address of the body or person to whom an appeal should be directed. Sincerely, David M. Eisen

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

April 15, 2013

David Eisen, Esq.
16 Court Street, 35th Floor
New York, NY 10023

Re: Freedom of Information Reference No. 13861

Dear Mr. Eisen:

This is a response to your March 22, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the towing contract between the current vendor and the Port Authority currently in effect for the towing company which supplies vehicle towing services for John F. Kennedy International Airport.

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/13861-C.pdf.

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,

Ann L. Qureshi
FOI Administrator

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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

UPS
March 24, 2009

Mike's Heavy Duty Towing Inc.
816 Liberty Avenue
Brooklyn, NY 11208
Attn: Mr. Michael Mazzio, President

RE: CONTRACT TO PROVIDE TOWING AND MOTORIST ASSISTANCE SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT; RFP # 16876, CONTRACT #4600007694, PURCHASE ORDER #4500060147

Dear Mr. Mazzio,

This letter will set forth the terms of the agreement ("Agreement") between the Port Authority of New York and New Jersey ("Port Authority") and Mike's Heavy Duty Towing Inc. pursuant to which Mike's Heavy Duty Towing Inc. will perform provide towing and motorist assistance services at John F. Kennedy International Airport subject to the provisions of this letter of award.

The term of the Agreement shall commence on April 1, 2009 at 12:01 a.m. and unless sooner terminated, revoked or extended as provided in the Agreement, shall expire on 11:59 p.m. on March 31, 2012. You agree to a start up time of five days from the date of this letter to the commencement date of this Agreement to prepare and provide the Towing and Motorist Assistance Services required hereunder, including but not limited to, procurement of all necessary labor and supervision, training, vehicles, equipment and uniforms. In addition, this Agreement provides for two one-year options and an additional one hundred twenty (120) day extension that the Port Authority may elect to exercise.

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

1. This Letter of Award, which shall control over all other documents
2. The Best and Final Offer Cost Proposal Forms from Mike's Heavy Duty Towing Inc. dated December 19, 2008

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

THE PORT AUTHORITY OF NY & NJ

3. The M/WBE Participation Plan from Mike's Heavy Duty Towing Inc. dated December 19, 2008
4. Questions and clarification responses from Mike's Heavy Duty Towing Inc. dated December 18, 2008
5. Questions and clarification responses from Mike's Heavy Duty Towing Inc. pages 1 through 9 not dated
6. The Proposal as submitted by Mike's Heavy Duty Towing Inc. dated November 25, 2008
7. The Request for Proposal #16876 modified to include:

Under Attachment B, Section 4. A. add:

FEES PAYABLE BY PATRON FOR TOWING SERVICES
iv. A Heavy Duty Tow fee of Three Hundred Fifty Dollars and No Cents ($350.00) shall be payable for a tow of a truck, bus, etc.

Under Attachment B Section 23, A. 6. Inspect unit that is unattended prior to being towed; including backseat.

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

The above referenced purchase order number will be used for reference on all invoices submitted to the Port Authority. Please direct any payment issues to the Port Authority's Accounts Payable Unit at 201-216-6887. Questions in regard to this Agreement may be directed to the Contract Administrator Ronnie Bendernagel at 718-244-4101. Any other questions may be directed to Priscilla Duncan of the Port Authority's Procurement Department at 212-435-3946.

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

Sincerely,

Date 3/27/09

Lillian Valenti
Director, Procurement Department
Port Authority of New York and New Jersey

THE PORT AUTHORITY OF NY & NJ

AGREED:
Mike's Heavy Duty Towing Inc.

By: Michael Mazzio
Sign Name

Michael Mazzio
Print Name

Title: Vice President

Date: 3-24-09

BEST AND FINAL OFFER

COST PROPOSAL FORMS

On-Airport Towing Services and Motorist Assistance Services at John F. Kennedy International Airport

Estimated Year 1

A. Fees Paid to Contractor by Port Authority for work ordered by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$ 70	($125.00)	$ 62'160
Drops	2	x 12 months	x	$ 40	($50.00)	$ 9 600
Aeronautical Tows	3	x 12 months	x	$ 40	($50.00)	$ 1'440
Relocations (Parking Lot)	36	x 12 months	x	$ 40	($50.00)	$ 17'280
Heavy Duty Tows	2	x 12 months	x	$ 250	($350.00)	$ 6'000
Standby (hourly rate)	2 hrs	x 12 months	x	$ 75	($100.00)	$ 1'800
Relocations (Space to Impound)	2	x 12 months	x	$ 45	($50.00)	$ 1'080
Motorist Assistance	152	x 12 months	x	$ 20	($25.00)	$ 36'480
Motorist Assistance (Fuel)	8	x 12 months	x	$ 25	($35.00)	$ 2400

Total Annual Port Authority Fees $ 129 600 (

B. Global Positioning Satellite (GPS) Equipment

Purchase/Installation $ 350 /per vehicle x 6 vehicles $ 2100

Set Up Fee (including training) $

Monthly Cellular Fee $ 20 x 12 months x 6 vehicles $ 1440

Monthly Maintenance Fee $ 30 x 12 months x 6 vehicles $ 2160

GPS Total $ 5700 (E

Estimated Total Annual Contract Cost – Year One (A)+(B) $ 135 300

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

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BEST AND FINAL OFFER

COST PROPOSAL FORMS

On-Airport Towing Services and Motorist Assistance Services at John F. Kennedy International Airport

Estimated Year 2

A. Fees Paid to Contractor by Port Authority for work ordered by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$ 75	($125.00)	$ 66'600
Drops	2	x 12 months	x	$ 40	($50.00)	$ 960
Aeronautical Tows	3	x 12 months	x	$ 45	($50.00)	$ 1 620
Relocations (Parking Lot)	36	x 12 months	x	$ 45	($50.00)	$ 19'440
Heavy Duty Tows	2	x 12 months	x	$ 300	($350.00)	$ 7 200
Standby (hourly rate)	2 hrs	x 12 months	x	$ 75	($100.00)	$ 1'800
Relocations (Space to Impound)	2	x 12 months	x	$ 50	($50.00)	$ 1 200
Motorist Assistance	152	x 12 months	x	$ 25	($25.00)	$ 45'600
Motorist Assistance (Fuel)	8	x 12 months	x	$ 25	($35.00)	$ 2400
					Annual Port Authority Fees	$ 146'820

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $ 30 x 12 months x 6 vehicles		$ 2160
Monthly Cellular Fee $ 20 x 12 months x 6 vehicles		$ 1'440
Warranty $ 30 /year x 6 vehicles		$ 180
	GPS Total	$ 3780

Estimated Total Annual Contract Cost – Year Two

$ 150'600

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

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COS BEST AND FINAL OFFER
COST PROPOSAL FORMS

On-Airport Towing Services and Motorist Assistance Services
at John F. Kennedy International Airport

Estimated Year 3

A. Fees Paid to Contractor by Port Authority for work authorized by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$ 90	($125.00)	$ 79'920
Drops	2	x 12 months	x	$ 50	($50.00)	$ 1'200
Aeronautical Tows	3	x 12 months	x	$ 50	($50.00)	$ 1'800
Relocations (Parking Lot)	36	x 12 months	x	$ 50	($50.00)	$ 21 600
Heavy Duty Tows	2	x 12 months	x	$ 300	($350.00)	$ 7 200
Standby (hourly rate)	2 hrs	x 12 months	x	$ 85	($100.00)	$ 2'040
Relocations (Space to Impound)	2	x 12 months	x	$ 50	($50.00)	$ 1 200
Motorist Assistance	152	x 12 months	x	$ 25	($25.00)	$ 45'600
Motorist Assistance (Fuel)	8	x 12 months	x	$ 30	($35.00)	$ 2 880

Annual Port Authority Fees $ 163 440

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $ 30 x 12 months x 6 vehicles $ 2160

Monthly Cellular Fee $ 20 x 12 months x 6 vehicles $ 1440

Warranty $ 30 /year x 6 vehicles $ 180

GPS Total $ 3780

Estimated Total Annual Contract Cost – Year Three

$ 167'220

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

BEST AND FINAL OFFER

COST PROPOSAL FORMS

On-Airport Tow Services and Motorist Assistance at John F. Kennedy International Airport

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Estimated Option Year 1

A. Fees Paid to Contractor by Port Authority for work authorized by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$ 100	($125.00)	$ 88'800
Drops	2	x 12 months	x	$ 50	($50.00)	$ 1'200
Aeronautical Tows	3	x 12 months	x	$ 50	($50.00)	$ 1'800
Relocations (Parking Lot)	36	x 12 months	x	$ 50	($50.00)	$ 21'600
HD Tows (hourly rate)	2 hrs	x 12 months	x	$ 300	($350.00/hr)	$ 7'200
Standby (hourly rate)	2 hrs	x 12 months	x	$ 90	($100.00)	$ 2'160
Relocations (Space to Impound)	2	x 12 months	x	$ 50	($50.00)	$ 1'200
Motorist Assistance	152	x 12 months	x	$ 25	($25.00)	$ 45'600
Motorist Assistance (Fuel)	8	x 12 months	x	$ 30	($35.00)	$ 2'880
				Annual Port Authority Fees		$ 163'080 (A

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $ 35 x 12 months x 6 vehicles $ 2'520

Monthly Cellular Fee $ 25 x 12 months x 6 vehicles $ 1'800

Warranty $ 35 /year x 6 vehicles $ 210

GPS Total $ 4'530 (B

Estimated Total Annual Contract Cost – Option Year One

$ 167'610

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

BEST AND FINAL OFFER

COST PROPOSAL FORMS

On-Airport Tow Services and Motorist Assistance
at John F. Kennedy International Airport

Estimated Option Year 2

A. Fees Paid to Contractor by Port Authority for work authorized by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$ 105	($125.00)	$ 93'240 E
Drops	2	x 12 months	x	$ 50	($50.00)	$ 1'200
Aeronautical Tows	3	x 12 months	x	$ 50	($50.00)	$ 1'800
Relocations (Parking Lot)	36	x 12 months	x	$ 50	($50.00)	$ 21'600 E
HD Tows (hourly rate)	2 hrs	x 12 months	x	$ 300	($350.00/hr)	$ 7'200
Standby (hourly rate)	2 hrs	x 12 months	x	$ 95	($100.00)	$ 2'280 E
Relocations (Space to Impound)	2	x 12 months	x	$ 50	($50.00)	$ 1'200 E
Motorist Assistance	152	x 12 months	x	$ 25	($25.00)	$ 45'600 E
Motorist Assistance (Fuel)	8	x 12 months	x	$ 35	($35.00)	$ 3'360

Annual Port Authority Fees $ 177'480 (A

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $ 35 x 12 months x 6 vehicles $ 2520

Monthly Cellular Fee $ 25 x 12 months x 6 vehicles $ 1800

Warranty $ 38 /year x 6 vehicles $ 228

GPS Total $ 4548 E (B

Estimated Total Annual Contract Cost – Option Year Two

$ 182'028

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

BEST AND FINAL OFFER

COST PROPOSAL FORMS

On-Airport Tow Services and Motorist Assistance at John F. Kennedy International Airport

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Summary Estimated Three Year Contract Amount

Year One Estimated Total Annual Cost	$ 135 300
Year Two Estimated Total Annual Cost	$ 150' 600
Year Three Estimated Total Annual Cost	$ 167' 220 ~~[illegible]~~ 167' 220
Total Estimated Base Contract Cost	$ 453' 120 ~~[illegible]~~
Option Year One Estimated Total Annual Cost	$ 167' 610
Option Year Two Estimated Total Annual Cost	$ 182' 028
Total Estimated Contract Cost	$ 802' 758

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PA 3749 B/ 08-07

PROCUREMENT
M/WBE PARTICIPATION PLAN

THE PORT AUTHORITY OF NY & NJ
Office of Business and Job Opportunity

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749 C MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed.
If more than 1 page is used, complete totals on last page.

Purchase Order #:
Proposer/Bidder Name: Mike's Heavy Duty Towing
Mailing Address: 816 Liberty Ave BKLYN NY 11208
Telephone Number: 718 277-6060

Contract Description: Towing Service Provider JFK Airport
Contract Amount:
Contract Goals: MBE 10 WBE 5

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
Kathy Mott Ramco 1372 E 2nd St. Jamestown NY 716-487-0131	MBE	Supply 2-way radios	contract to start 4-1-2009 for 3 years	$ 60,000	15%
Ramola Lund Cleaners 219-16 Linden Blvd Cambria Heights NY 718-276-5633	MBE	Supply Uniforms			
John Thompson North Eastern Telephones Inc 1042 East 93rd St Brooklyn NY 718-927-2020	MBE	Supply Communication Equipment			
			TOTAL:		

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Signature of Contractor: [signature]
Print Name: Michael Mazzio
Title: Vice President Date 12/17/08

FOR OBJO USE ONLY
Contract Goals: ☐ Approved ☐ Waived ☐ Rejected
Reviewed by: _____
OBJO Business Development Representative
Print Name: _____ Date _____

Distribution: Original – OBJO; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVENUE
BROOKLYN, NY 11208

12-19-08A09:14 RCVD

QUESTIONS AND CLARIFICATIONS
To RFP #16876
Towing services at JFK Airport

December 18, 2008

1 - Our company expects to adhere to the required percentages in our purchases from W/MBE's as long as the items are of the same quality, delivery is timely and the price is right. Two-way radios would be purchased from Ramco, 1372 E. 2 Street, Jamestown, NY (716) 487-0131. Uniform Rentals would be from Lumal Cleaners, 219-16 Linden Blvd., Cambria Heights, NY (718) 276-5633. Safety vests from Negen Group Inc., 3301 Farragut Avenue, Brooklyn, NY (718) 434-5371. Communications equipment would be bought from North Eastern Telephones Inc. 1042 East 93 Street, Brooklyn, NY (718) 927-2020. There are many more vendors already certified by the Port Authority who we would be able to make purchases from if awarded the contract.

2 - Mike's Towing is a fully trained and operated towing company on all hybrid vehicles. We send our drivers and facility mechanics to all the industry trade shows that involve towing and recovery of hybrid vehicles. We attend American Towman Expo trade show in Baltimore where they hold three day seminars on towing and recoveries of hybrid cars, trucks and buses. Mike's Heavy Duty Towing also obtains certification by the NYC MTA bus division on their operated buses and cars. Our company also supplies an up-to-date towing manual on all cars and trucks that AAA Motor Club supplies all towing companies, that covers the procedures when towing a hybrid car and the steps a driver must take in towing hybrid vehicles.

The procedure on a car or a SUV or bus, the driver must recognize the color of the power cord going through the vehicle which is orange. Step 2 - you must load the car or the SUV's on the flatbed and make sure you don't hook to any of the wrong spots and use the designated hook points. Plus the driver must make sure to use certified gloves that ground from electrical shocks. Step 3 - you must disconnect batteries and fuses that enable electric current to flow through the vehicle. You can also disconnect the ignition #4 fuse in the engine compartment when disconnecting the batteries and fuses as the power will still generate in the vehicle for up to five minutes.

On hybrid buses and trucks - Mike's Towing trains with these units the same way we do cars and our drivers attend seminars for training. We also work with numerous dealers that fix the hybrid buses and trucks such as MTA North Eastern division plus Delta NY Airport and Golden Touch. For our drivers the first order of business is to disconnect the battery and fuses. We then make our way to use special bus forks to hook up the bus at the appropriate lifting points designated by the manufacturer of the bus. We then proceed to strap the bus down to our underlift. We then make our way to the back of the bus to prepare to disconnect axles on both sides of the bus. The reason for this is because they have generators on both wheels to power their hybrid system, and if not done they will burn out and cause a fire. We then hook up our safety straps and our safety light bar. Our staff then cleans up any oil or residue that may have spilled while pulling the axles. All of these procedures apply to hybrid heavy duty trucks as well.

When towing hybrid buses, trucks, cars or SUV's you must recognize the lifting points and the securement points plus recognize the colored wires and fuses that power the vehicles. We also use 10" class insulated gloves when towing or recovering hybrid vehicles. Also when recovering these vehicles there are special hooks and boots that the tow driver must wear. These are a 6 foot insulated rescue hook and dielectric over shoe when vehicles have been in an accident the power can electrocute a person if not protected.

Mike's Heavy Duty Towing's drivers are Wreckmaster certified; Towing & Recovery Association of America certified; Miller Industries certified;

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United States Automobile Club certified and Cross Country Road Side Assistance certified.

As the authorized and contracted for vendor to the MTA for buses, our heavy-duty driver staff received training from Orion Bus in New Jersey who is the supplier and manufacturer of the hybrid buses used by the MTA. This training was received at the Orion Bus facility itself. Michael R. Mazzio also is certified in the shut-down procedures and towing of hybrid buses. Our tow drivers are provided manuals for the field procedures that were created to keep all first responders safe. Those include: (1) hybrid vehicle high voltage shut down procedures field guide; (2) hybrid vehicle jump start/towing procedures guide - which trains on the best methods of transporting the various Hybrid models to avoid damage to the expensive system HV components. Our drivers are trained on the following hybrids among others: Chevy Malibu Hybrid 2008, Chrysler Aspen and Dodge Durango 2009, ENOVA Hybrid School Bus, Ford Escape and Mercury Mariner 2005 to 2008, all GMC, Honda, Lexus, Saturn and Toyota models. Our staff has also received training in CNG powered vehicles.

I hope we have answered all your questions and clarified all issues that were open to question. I stand ready to respond to any further inquiries and hope that Mikes Heavy Duty Towing can prove to be an "outstanding" towing contractor for the Port Authority of New York & New Jersey and be awarded the contract for JFK Airport.

Very truly yours,

Michael R. Mazzio

12-19-08A09:14 RCVD

MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVENUE
BROOKLYN, NY 11208

COPY

QUESTIONS AND CLARIFICATIONS
To RFP #16876
Towing services at JFK Airport

1. Resubmit your M/WBE plan with the names of the firms and telephone numbers that will be utilized to meet our requirements. Your plan could include such items of office supplies, safety vests, uniforms, etc.

Our company expects to adhere to the required percentages in our purchases from W/MBE's as long as the items are of the same quality, delivery is timely and the price is right. Two-way radios would be purchased from Ramco, 1372 E. 2 Street, Jamestown, NY (716) 487-0131. Uniform Rentals would be from Lumal Cleaners, 219-16 Linden Blvd., Cambria Heights, NY (718) 276-5633. Safety vests from Negen Group Inc., 3301 Farragut Avenue, Brooklyn, NY (718) 434-5371. Communications equipment would be bought from North Eastern Telephones Inc. 1042 East 93 Street, Brooklyn, NY (718) 927-2020. There are many more vendors already certified by the Port Authority who we would be able to make purchases from if awarded the contract.

2. Confirm you accept all of the terms and conditions of Attachment B Part I and Part II and its attachments and exhibits.

Our company agrees to accept all of the terms and conditions of Attachment B Part 1 and Part 2 and the attachments and exhibits that go with that Attachment B.

3. Advise if all of the vehicles included in your proposal will be dedicated to this service at JFK.

Our proposal showed more vehicles that the RFP called for, which was done to show the extent of our fleet. Only the six required vehicles will be totally dedicated to the JFK Airport towing project, which we expect will be four wreckers and 2 flat-beds. We will also park one of our heavy-duty vehicles at the Impound Yard so that it will be immediately available if needed, and not otherwise in use. The specific vehicles by VIN number will not be determined until the start of the contract as they are mechanical pieces of equipment and might have to be replaced prior to the start of the contract. All the required for vehicles under the RFP will be in place on Day One if the contract is awarded to our company.

4. Our Airport Rules and Regulations have been sent. Please confirm that you will comply in its entirety.

Our company will comply with the Airport Rules and Regulations in their entirety.

5. Advise how often a driver's license are verified with DMV.

Our company currently has in place through United Software Developers a software program that we currently use weekly that allows us to verify the driving history and DMV license status of a drivers license through DMV. Further we register all of our tow truck drivers with the NYC Dept. of Consumer Affairs who checks the status of their license from DMV every Friday, and immediately notifies our company if any license is discovered to be either suspended or revoked.

6. Could you guarantee that at least one driver has CDL license on every shift?

One of the principal owners of Mikes Heavy Duty Towing will be dedicated to the JFK Airport project. That owner, as well as all of the owners of Mikes Heavy Duty Towing are CDL qualified – so the answer is an unqualified "yes."

7. What endorsement if any does the CDL licensed individual have?

The endorsements are hazmat, doubles/triples, tankers, tow and Class A.

8. Would it be possible to have all drivers CDL licensed and if so what would the associated costs be?

We do not believe it would be possible for several reasons: first – CDL drivers for tow trucks are very difficult to find and in high demand and might not be available; second – there is really no need for all the drivers to be CDL qualified in order to perform most of the work called for at the airport; and third – it would cost almost $ 13.00 per hour more to employ a CDL driver than a non-CDL driver. The cost per shift would be $ 156.00 per driver; $ 780.00 per driver weekly; and annually the cost would be $ 40,560.00 per driver. Multiple that by the number of drivers required and the cost would be prohibitive.

9. Provide the details as to the cameras to be provided in the vehicles?

We would use two kinds of cameras. First, we would purchase either Minolta or Sony digital cameras for use by the drivers. The memory cards would be downloaded into our computer or on CD-Rom disc to be saved until such time as needed. All of the trucks will also be equipped with portable, disposable digital cameras with enough

memory to photograph five vehicles, in the even one of the cameras were to stop functioning.

10. Confirm if all of the vehicles as listed in your proposal will be dedicated to this contract. Keep in mind that at least 6 vehicles are to be operating at the airport. Please advise on how you will meet this requirement.

All of the vehicles in our proposal will not be totally dedicated to the contract. There will be six tow trucks – four wreckers and two flatbeds – that will be dedicated to the JFK Airport project. However, all of the entire fleet of our company stand as back-up in time of need, or as replacement vehicles if any dedicated airport truck is down mechanically.

11. Identify which vehicles in your proposal will support the majority of the tows in this contract.

The majority of tows at the airport will be performed by the tow trucks known as wreckers; with the balance of most tows done by the flatbed tow trucks with wheel-lifts. There will be heavy-duty tows, but they are not the majority of work at JFK.

12. Confirm that these vehicles are operational in our parking garages and parking lots (tight spaces with height requirements).

We intend that two of the wrecker tow trucks will be smaller trucks with flip-down beacon light bars allowing them low clearances for all indoor parking garages and other tight spaces. We service other facilities with low clearance and perform all of those towing assignments.

13. How does the training reference in your proposal meet the needs for light and medium tows?

Wreckmaster also trains drivers in light and medium duty towing. Miller Industries a manufacturer of tow trucks trains our drivers in light duty towing. TRAA the national towing association provides training and certification in light duty towing. All of our drivers receive the appropriate training for the job tasks they are expected to perform.

14. Provide financial statement for the year end 2006 and any interim report for 2008.

Enclosed with this letter we have put the following:
(1) Financial statement for year end December 31, 2006; and
(2) Financial statement for year end December 31, 2007.

Our accountant has not prepared any interim financial statement for 2008. However, sales for the period 1/1/2007 thru 10/31/2007 were $2,751,631. Sales for the period 1/1/2008 thru 10/31/2008 were $3,285,046. As an shareholder and officer of Mikes Heavy Duty Towing I can state that our company's financial condition is at least as good, if not better, than that reflected in our financial statement for year end 2007.

15. Provide the details for any insurance provided for under this contract.

Our company is currently insured with State Farm Fire and Casualty Company with limits of $ 1 million. We have review the insurance requirements contained in the RFP with our insurance agent and he has assured our company that we currently have the required insurance in place, or the limits can be raised to be in place on Day One if the contract were awarded to our company.

16. Submit your plan on towing hybrid buses and hybrid vehicles.

As the authorized and contracted for vendor to the MTA for buses, our heavy-duty driver staff received training from Orion Bus in New Jersey who is the supplier and manufacturer of the hybrid buses used by the MTA. This training was received at the Orion Bus facility itself. Michael R. Mazzio also is certified in the shut-down procedures and towing of hybrid buses. Our tow drivers are provided manuals for the field procedures that were created to keep all first responders safe. Those include: (1) hybrid vehicle high voltage shut down procedures field guide; (2) hybrid vehicle jump start/towing procedures guide – which trains on the best methods of transporting the various Hybrid models to avoid damage to the expensive system HV components. Our drivers are trained on the following hybrids among others: Chevy Malibu Hybrid 2008, Chrysler Aspen and Dodge Durango 2009, ENOVA Hybrid School Bus, Ford Escape and Mercury Mariner 2005 to 2008, all GMC, Honda, Lexus, Saturn and Toyota models. Our staff has also received training in CNG powered vehicles.

17. Submit your operation plan for dispatching vehicles.

Our company is the authorized NYC Police Department arterial towing provider for the Van Wyck Expressway, Long Island Expressway and Brooklyn-Queens Expressway. We intend to utilize the same operational plan for dispatching vehicles that works for the Police Department. The vehicles will be dispatched either to respond to a specific call for service or to impound a vehicle, or they will patrol and run across a need for our response. Immediately the driver will work with the dispatcher to input into our computer system all of the required fields to identify the reason for the response, the vehicle responded to and the ultimate disposition of the vehicle. We expect to have at least one vehicle at all times patrolling the airport, both roadways and terminals. Other vehicles will be readily available from the base to respond in minutes to any call for service, whether that be from the Port Authority Police or terminal security.

18. How will you report on patron's tows, Port Authority tows and storage fees?

All tows, fees paid as a result of a tow or storage, and all services rendered within the confines of JFK Airport will be recorded in our computer system. The software is capable of generating several types of reports, so that we will be able to provide a computer generated report on a scheduled basis for the Port Authority on patron tows, Port Authority manager ordered tows, motorists assistance calls, and storage fees paid to our company. Depending on the Port Authority needs we should be able to personalize a report to meet almost any request the Port Authority could make of our company.

19. Identify and submit a resume for the Project Manager to be dedicated to this contract.

The Project Manager is expected to be George Coppolino. A copy of his resume follows:

George Coppolino

SKILLS SUMMARY

Senior operations manager with extensive experience in the body shop and towing industry. Skilled in the operations of Medium and Heavy Duty Tow Trucks. Excellent background in facility operations, scheduling, and budgeting. Experienced in developing and implementing contractual obligations.

July 2006 – 16 hour Heavy Duty Recovery Hands on Training course with Empire State Towing & Recovery Association

2007–2008 - I-Car Training – Gold Certified

EMPLOYMENT

Office/ Tow Truck Driver 1982 - 1988
Coppolino's Towing & Collision

- Managed and oversaw daily activities of Tow Truck Drivers
- Managed and maintained DARP and Rotow contracts with local Police Departments
- Prepared estimates on Theft Recovery and Collision vehicles for insurance purposes

Manager/Tow Truck Driver 1988 – 1989
Casino Towing

- Delegated daily duties to 6 tow truck drivers
- Managed and maintained towing accounts
- Maintained DARP and RoTow Contracts with local Police Departments

Mystique Auto Body Works Corp 1989 - 1995
Office Manager

- Managed and maintained numerous towing accounts
- Maintained DARP and RoTow Contracts with local Police Departments
- Supervised a staff of 10 employees
- Oversaw mechanical and body shop repairs
- Delegated daily duties to the appropriate personnel

Mystique Auto Body Works Corp 1995 - 2004
Project Manager
JFK International Airport

- Recommended and implemented new procedures, which resulted in improved equipment maintenance and operations.
- Supervised a staff of 14 Tow Truck Drivers
- Executed terms of contract on a daily basis
- Assisted Port Authority Police on scene with the removal of accident vehicles
- Assisted Auto Crime with abandoned and theft recovery vehicles throughout the airport
- Assisted 5 Star with customer service requests, such as lockouts, boosts and tire changes.
- Assisted Port Authority #74 and #76 and frontage supervisors for removal of vehicles at terminals
- Oversaw Customer Service Relations

Inter-County Automotive 2004 – Presentr
Operations Manager

- Manage and maintain towing accounts
- Supervise a staff of 20 employees
- Manage and maintain DARP and RoTow Contracts with local Police Departments
- Oversee mechanical and body shop repairs
- Maintenance of Towing equipment
- Assist Insurance Companies in maintaining quality customer service

EDUCATION

Lafayette High School 1979-1982
Brooklyn, NY

20. Describe your back office personnel structure and how it is staffed.

Our company back office is staffed as follows:

1 – Peggy Mazzio handles all financial transaction and banking relationship;
2 – Helen Mazzio handles all accounts receivables and accounts payables; she handles all required licensing of our vehicles and drivers;
3 – Liz Rodriguez and Elizabeth Mazzio handle the review of all tow bills and perform data entry of all tows performed by our company, and the billing of our accounts for work performed;
4 – Michael Mazzio is in charge of all of the company drivers, dispatchers and support staff.

21. Identify the manufacturer and model of the GPS that will be installed in all of the vehicles. Will it be web-based? Will the Port Authority have access to the system as it concerns the vehicles under this Contract?

Our tow trucks currently employ Teletrac Fleet Direct E-Client system. Under the RFP it was expected that the Port Authority will supply the manufacturer (Grey model) and model number of the GPS units to be installed in the trucks dedicated to the JFK Airport project. Our company will purchase and install the system as indicated by the Port Authority if we are awarded the contract. It is our belief that the system will be web-based, and if so we have no objection to the Port Authority having access to our system concerning the dedicated tow trucks if required by the contract.

I hope we have answered all your questions and clarified all issues that were open to question. I stand ready to respond to any further inquiries and hope that Mikes Heavy Duty Towing can prove to be an "outstanding" towing contractor for the Port Authority of New York & New Jersey and be awarded the contract for JFK Airport.

Very truly yours,

Michael R. Mazzio

MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVENUE
BROOKLYN, NY 11208
www.mikeshdt.com
718-277-6060

SOLICITATION #16876

TOWING SERVICE AT JFK INTERNATIONAL AIRPORT

BID DUE DATE:
NOVEMBER 25, 2008

MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVENUE
BROOKLYN, NY 11208
www.mikeshdt.com
718 – 277-6060
Fax: 718-827-2677

November 24, 2008

The Port Authority of NY & NJ
Bid/Procurement Department
1 Madison Avenue – 7th Floor
New York, NY 10010

Attention: BID/RFP Custodian

Re: Solicitation #16876
Towing Services at JFK International Airport

Mike's Heavy Duty Towing Inc. is submitting this transmittal letter and the listed attachments as our company's response to the Request for Proposal for towing services at JFK Airport by the PA-NY/NJ.

1 - Our company was incorporated as Mike's Heavy Duty Towing Inc. and our main base of operations is at 816 Liberty Avenue, Brooklyn, New York. Mike's Heavy Duty Towing Inc. is submitting this proposal as a single entity and expects that no subcontractors will be used by our company to fulfill the contract if it is awarded to us.

2 - Michael Mazzio, is our corporation President, and he can be reached at (718) 277-6060. Michael R. Mazzio is the individual authorized to negotiate and execute the Contract if it were to be awarded to our company by the Port Authority.

3 – Michael R. Mazzio is our company's contact person with whom the Port Authority can send or speak with regarding any questions that relate to this Solicitation.

4 – Mike's Heavy Duty Towing has no subcontractors in our company's proposal.

5 – Mike's Heavy Duty Towing Inc.'s legal structure is a business entity incorporated under the laws of New York State. The name and home residence address of each of our company's corporate officers are:

President - Michael Mazzio,

Vice-President - Michael R. Mazzio,

Secretary - Margaret Mazzio,

Treasurer - Anthony Mazzio,

Included is a copy of our company's Certificate of Incorporation and/or Filing Receipt and Assumed Name Certificate with the NYS Secretary of State, with a written declaration signed by our company's President, with our corporate seal attached, that the copy we have furnished is a true and accurate copy of the Certificate of Incorporation and/or Filing Receipt as of November 24, 2008.

6 – We have also included a copy of Mike's Heavy Duty Towing Inc.'s current New York City Department of Consumer Affairs tow truck company license.

EXECUTIVE SUMMARY: Mike's Heavy Duty Towing Inc. as a company will offer light, medium-duty and heavy-duty towing, motorist assistance and vehicle impound services to the PA NY/NJ at JFK Airport. Mike's Heavy Duty Towing Inc. will provide through our company both management personnel and on-site employees who are currently, and will remain, devoted in our company's total commitment to provide the highest level of service to all consumers, airport visitors, motorists and any other individuals any of our staff interacts with on the site of JFK Airport.

We have no doubt that Mike's Heavy Duty Towing Inc's not only has the ability on a daily basis, but also in any emergency, to handle the regular needs of the Port Authority at JFK Airport, but any significant increase in the volume of towing and motorist assistance that might be needed. Mike's Heavy Duty Towing performs in this manner everyday for its current customers and for the Police Department of the City of New York. The achievements of our company have lead to our success because we hire the best employees, we train them and motivate them to interact in a way that treats every individual positively and we follow up to render the best service possible.

Mike's Heavy Duty Towing Inc. will proactively seek out every opportunity available to enhance the services that our company could provide, including the use of state of the art technology some of which we currently employ such as state of the art cellular telephones and GPS units already in our tow truck equipment, that will allow our company to contribute in making JFK Airport a welcoming, innovative and customer service driven destination.

AGREEMENT ON TERMS OF DISCUSSION: Included with this letter is the "Attachment A" entitled "Agreement on Terms of Discussion" signed by our company's President.

CERTIFICATIONS WITH RESPECT TO THE CONTRACTOR'S INTEGRITY PROVISIONS: Mike's Heavy Duty Towing Inc. hereby agrees to all of the Certifications contained in Section III of Part II of Attachment "B" of the RFP entitled "Contractor's Integrity Provisions."

CONTRACTOR IDENTITY CHECK BACKGROUND SCREENING PLAN: Mike's Heavy Duty Towing Inc. at the present time conducts specific screening checks on new applicants as well as our current employees. These checks are:

1 – During the interview process each potential employee is asked to provide their last ten years of employment history. One of the corporate officers of Mike's Heavy Duty Towing verifies the information provided on the employment application prior to our even thinking of hiring any new employee.

2 - The complete Department of Motor Vehicles driving history of every one of our applicants and all of our current drivers is verified prior to their being hired by our insurance broker and our liability insurance company. Every four months we verify the status of their drivers license from New York State DMV. Additionally because we are licensed by the NYC Department of Consumer Affairs as are all of our tow truck drivers we are mandated to provide a list of all of our drivers to Consumer Affairs. That agency has a protocol in place that weekly verifies that each driver's license is valid. If any of our drivers have their license suspended or revoked, our company is notified of this fact by a representative of the Department of Consumer Affairs. Our company is informed that we cannot allow the particular individual to operate any of our tow trucks.

3 – The criminal background history, if any, is obtained, from all applicants for a job and of all drivers. Each tow truck driver that we hire is mandated to possess a current NYC Department of Consumer Affairs license. The Department of Consumer Affairs immediately notifies our company if any driver that we filed paperwork as working for Mike's Heavy Duty Towing is either arrested or has their DMV license suspended or revoked.

4 - Every employee, including all drivers, dispatchers, management and office staff, must pass a drug and alcohol screening test. Our company re-administers a drug and alcohol screening test every four months at random on each employee. Mike's Heavy Duty Towing currently uses a medical lab located in Howard Beach, Queens to administer the test according to Federal DOT guidelines.

5 – Our company through our insurance company investigates the workers compensation claim records so we can make a decision whether an applicant has sustained any injury that could interfere with their ability to perform either the duties of a driver, dispatcher or manager.

Any person who is unable to pass all of these five screening verifications is not allowed to work for Mike's Heavy Duty Towing Inc. anywhere, including JFK Airport.

DOCUMENTATION OF PROPOSER PRE-REQUISITES:

1 - Mike's Heavy Duty Towing Inc. is able to satisfy each of the criteria stated as "Proposer's Pre-Requisites." Because our company has been an authorized towing company for the NYC Arterial highways working with both the NYC Police

that the present financial condition of our company is at least as good as that shown on the financial statements being submitted. We have also submitted a letter from our bank demonstrating our current line of credit.

Our company banks with: J.P. Morgan Chase located at
3380 Fulton Street
Brooklyn, New York 11208

The bank representative assigned to handle our account is:
Claudio Fantauzzi
(718) 827-2185

Our Federal EIN # is:

11 – Our company's communications system uses a Comtran Associates System composed of two base stations and twenty mobile units. This is a 220 MHz trunk radio system, using SEA ESP-504 and ESP-604 mobile radios. The ESP-504 utilizes state-of-the-art narrow band radio technology and digital signal processing (DSP) to meet the standards of operational performance.

PROPOSAL:

1 - We have included Attachment B, Part III which details the fees payable to the Contractor by the Port Authority for all listed services as "Cost Proposal Forms" for Year 1, Year 2 and Year 3 of the Contract period, and for the two (2) option years. We have also included "Exhibit 3" entitled "Towing and Motorist Assistance Key Quality Factors Statement" and Proposer Reference Form – Attachment A-1.

2 – We have included a completed "Exhibit 3" entitled "Towing/Recovery Key Quality Factors Statement" along with photos of our drivers in uniform, our trucks, our tow truck drivers daily inspection sheet, a letter from the towing associations we belong to, copies of our computer generated dispatch and GPS reports.

3 - Mike's Heavy Duty Towing Inc. has over twenty years of operational experience performing each of the services specified in this Solicitation. Our company currently has the ability to accept payment by credit cards directly in each of our tow trucks.

Our plan of operation at the Airport is to met the ETA's expected of our company; to handle every emergency situation we are asked to respond to; to guarantee that every interaction between a Mike's Heavy Duty Towing employee and a customer ends with a smile and a thank you; to resolve every complaint bending over backwards to satisfy the customer; and to make sure the Port Authority never has to deal with any mistakes made by our company. These performance expectations will be measured and maintained by ownership and management staff

MANAGEMENT STAFF & OWNERS:

--- George Coppolino – will be the on-site individual who will manage the program at JFK Airport. He has more than twenty years experience in the towing and automotive industry and for almost five years did in fact manage for Mystique Towing the towing program under the Port Authority at JFK Airport.

-- Michael Mazzio – his resume is included in the paperwork;

-- Michael R. Mazzio – will be in charge of drivers, his resume is included in the paperwork;

-- Anthony Mazzio – he will be in charge of dispatchers, his resume is included in the paperwork;

- Margaret Mazzio – will be in charge of office operations, her resume is included in the paperwork

4 – The employees of our company will be hired through industry contacts, our local trade association's classified ads, as well as the employees currently working at JFK airport if we are awarded the contract. Each new employee will be recruited through an initial interview, then specifically training in the airport operations, sent for the Port Authority customer training and retrained annually. We expect no more than a ten percent turn-over rate during the first year, and expect that in the second year that rate will be down to zero.

5 – All interactions with customers, the use of uniforms and badges, and each employee's appearance will be demonstrated and taught through training. Part of that training will be to stress to every employee how important the areas of training they were given is to their personal conduct and interaction with airport patrons.

Public and employee safety will be handled through extensive and thorough background screening and random drug and alcohol testing; as well as continuous training of our tow truck driver staff. Evaluations will be made of all aspects of employee interaction every six months, during which performance reviews will be made, and our company's President will hold a personal meeting with each employee bi-annually.

6 – Our company has a "service coordinator" whose job it is to respond to any motorist's complaint or problem. This individual, as well as both the day and night supervisors, will provide complaint forms for the motorist or driver to write their complaint or allegation that cannot be immediately resolved. The complaint forms are numbered and each complaint is logged into a bound complaint book. Within two business days all complaints are responded to. The motorist will be telephoned to explain what we believe is the proper resolution and a written response will then be forwarded to the individual who complained.

7 - We have included "Exhibit 2" entitled "Towing/Recovery Equipment Inventory" for all of the equipment required by this Solicitation: wreckers, flat-beds, medium-duty wreckers and heavy duty recovery. All of our current equipment is equipped with GPS units. In accordance with the specifications of this Solicitation all of our trucks at the airport will be equipped with digital cameras that use memory cards. Those memory cards will be kept on file, until such time as they are down-loaded into our computer system.

8 – Mike's Heavy Duty Towing Inc. uses two means of communication with each of our drivers. We will continue to maintain both if awarded this contract, using one as a back-up in the event of any mechanical or cellular breakdown. All Mike's Heavy Duty Towing Inc.'s trucks have both means of communication: two-way radios and Nextel communication.

9 - We have provided a payroll list of our current employees along with their position with the company.

10 – Mike's Heavy Duty Towing will purchase services or supplies from M/WBE Port Authority certified companies. We have obtained a CD/Rom of qualified vendors from the Port Authority's Office of Business and Job Opportunity so we can determine from which specific businesses our company would be able to competitively purchase supplies from.

11 - Mike's Heavy Duty Towing Inc. is a company that practices the concept of being healthy; environmental friendly; striving to make the earth a cleaner and green environment. To accomplish this environmental imperative our employees recycle many of the products that are used in our mechanical repair facility. We employ non-toxic reusable cleaning products and towels that can be washed instead of thrown away. The waste oil and antifreeze that are changed in our own trucks as well as those of the vehicles we service are recycled. We are aware that the Port Authority is interested in the possibility of "hybrid" tow trucks, and our company is also looking into their purchase.

9 – ADDITIONAL INFORMATION

The following is additional information of importance to the Port Authority.

(1) There is no towing company in New York City with more equipment – from wreckers to our two rotators. Newer and more modern equipment, able to handle any type of incident at the Airport and get and kept the roadways open. Our drivers are all Wreckmaster trained and certified today. Not a promise for the future, but today's reality. Because of this training which involves not only our drivers but our entire office staff, our company's complaint record is at an absolute minimum.

(2) Our company possesses currently the following equipment: landoll trailer; airbags for recovery work; forklift; front-end loader; bob-cat; 60-ton rotator tow truck. Any or all of this equipment is available immediately for use in case of need at JFK Airport.

(3) Mike's Heavy Duty Towing Inc's mission statement for our entire operation is:

"OUR MISSION IS TO PERFORM BEYOND THE EXPECTATIONS OF EVERYONE WE INTERACT WITH. TO REMEMBER THAT ONLY THROUGH A COMMITMENT TO BE THE BEST, DO THE BEST, AND BE KNOWN AS THE BEST CAN WE SUCCEED. TO ALWAYS SEEK OUT A HIGH MORAL STANDARD OF OURSELVES AND EVERYONE IN OUR COMPANY."

(4) Mike's Heavy Duty Towing Auto Center regularly performs "Performance Reviews" of the dispatching and tow truck driver staff. Senior management of the company rates the performance of the staff and arranges meetings with each

employee to discuss their work every four months. Our company also asks each tow truck driver to rate the dispatchers performance and the supervisors performance also. We maintain a short training manual for employees that is reviewed with them prior to their starting the first day of work. We have a disciplinary process that is explained to each employee during their first week at work. That process is a progressive one ranging from a reprimand to being discharged. We will institute an employee incentive Plan if we are awarded this Contract by the Port Authority.

(5) Mike's Heavy Duty Towing Auto Center is currently the service provider on the Van Wyck Expressway who is the doorway to JFK Airport. Because of this proximity to Bldg. 206 and JFK, our fleet of tow trucks, service vehicles, tow truck drivers and management personnel can serve as backup and be available within minutes to assist the Port Authority when requested or in an emergency.

(6) Mike's Heavy Duty Towing Auto Center has at present a fully operational mechanical facility where all of the maintenance needs for the tow truck equipment will be performed in-house. Our fleet of back-up tow trucks will allow us to maintain the full complement of required equipment at JFK Airport in the event an engine or transmission or some major hydraulic component needs to be replaced on a Port Authority dedicated tow truck.

10 - Mike's Heavy Duty Towing Inc. acknowledges there has been one addenda published for this Solicitation. A signed copy of that addenda is included with this letter.

11 – Mike's Heavy Duty Towing Inc. confirms our company's agreement with the Standard Contract Terms and Conditions contained in Attachment B, Part II of this Solicitation. Our company also confirms that we would be able to comply with the "Air Terminal" Rules & Regulations.

I hope this letter and all the attachment complies with all the questions and criteria contained in this Solicitation. It is my belief that Mike's Heavy Duty Towing Inc., a company who I am very proud of, has the technical expertise, experience level and financial capability to perform in an excellent manner every aspect of the services called for in this Solicitation.

If anyone familiar with the towing industry in the Metropolitan area were to be asked: "Who is the most experienced towing company with the most knowledge in

New York City." The answer each and every time would be Mike's Heavy Duty Towing. Our company has proven trustworthy over time for the following reasons:

1 – Our equipment always gets the job done;
2 – We are always on time, in fact we are always the fastest;
3 – We are a family run operation with every single member able to respond and handle any incident;
4 – No company's drivers and staff are as well trained and certified;
5 – We have no consumer complaints – we resolve every situation to the motorist's satisfaction;
6 – We have GPS units in all our equipment as well as Mobile Data Terminals for voice-free communication;

I have no doubt that my company can service the Port Authority at JFK Airport with the same satisfactory performance.

Very truly yours,

Michael Mazzio

MIKE'S HEAVY DUTY TOWING INC.
By: Michael R. Mazzio
President

1 – FILING RECEIPT OF NYS SECRETARY OF STATE & CERTIFICATE OF INCORPORATION

2 – COMPANY DECLARATION TRUE COPY

3 – NYC CONSUMER AFFAIRS LICENSE DOCUMENT

4 – ATTACHMENT A – AGREEMENT ON TERMS OF DISCUSSION

5 – NAME & ADDRESS OF DRUG/ALCOHOL TESTING FACILITY

6 – ATTACHMENT A1 – PROPOSER REFERENCE FORM

7 – REPORTS OF COMPUTER DISPATCH

8 – FINANCIAL STATEMENT OF COMPANY

9 – COMPANY DECLARATION OF FINANCIAL CONDITION & LINE OF BANK CREDIT LETTER

10 – ATTACHMENT B, PART III – COST PROPOSAL FORMS

11 – EXHIBIT 3 – TOWING & MOTORIST ASSISTANCE KEY QUALITY FACTORS STATEMENT

12 – PHOTOS OF DRIVERS IN UNIFORM & EQUIPMENT

13 – PHOTOS OF TRUCKS

14 – TOWING ASSOCIATION MEMBERSHIPS

15 – COMPUTER GENERATED GPS REPORTS

16 – ACCEPTING PAYMENT BY CREDIT CARDS IN TRUCKS

17 – RESUME OF MANAGEMENT & OFFICE STAFF

18 – EXHIBIT 2 – TOWING/RECOVERY EQUIPMENT INVENTORY WITH COPY OF REGISTRATIONS & INSURANCE CARDS

19 – LIST OF EMPLOYEES CURRENTLY ON PAYROLL

20 – M/WBE PLAN

21 – CERTIFICATION OF ENVIRONMENTAL AWARENESS

22 – ACKNOWLEDGEMENT OF ADDENDA

23 – SPECIALIZED TRAINING OF EMPLOYEES

24 – EXHIBIT 1 – ACCEPTABLE MODES OF PAYMENT

1

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

162 WASHINGTON AVENUE
ALBANY, NY 12231

FILING RECEIPT

ENTITY NAME : MIKE'S HEAVY DUTY TOWING INC.

DOCUMENT TYPE : INCORPORATION (DOM. BUSINESS)

COUNTY: KING

SERVICE COMPANY : GERALD WEINBERG

SERVICE CODE: 13 *

FILED: 03/22/1996 DURATION: PERPETUAL CASH #: 960322000272 FILM #: 960322000269

EXIST DATE

03/22/1996

ADDRESS FOR PROCESS

THE CORPORATION
12 HILL STREET
BROOKLYN, NY 11208

REGISTERED AGENT

STOCK: 200 NPV

STATE OF NEW YORK
DEPARTMENT OF STATE
EXCELSIOR

FILER

PORT & PORT, ESQS
123 HICKS STREET

BROOKLYN, NY 11201

FEES	160.00	PAYMENTS	160.00
FILING :	125.00	CASH :	0.00
TAX :	10.00	CHECK :	0.00
CERT :	0.00	BILLED:	160.00
COPIES :	0.00		
HANDLING :	25.00		
		REFUND:	0.

CERTIFICATE OF INCORPORATION

OF

MIKE'S HEAVY DUTY TOWING INC.

Filed by:

Port & Port, Esqs.
123 Hicks Street
Brooklyn, New York 11201

CERTIFICATE OF INCORPORATION

MIKE'S HEAVY DUTY TOWING INC.

Under Section 402 of the Business Corporation Law.

The undersigned, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, does hereby certify and set forth:

FIRST: The name of the corporation is MIKE'S HEAVY DUTY TOWING INC.

SECOND: The purposes for which the corporation is formed are:

To engage in any lawful act or activity for which corporations may be organized under the business corporation law, provided that the corporation is not formed to engage in any act or activity which requires the act or approval of any state official, department, board, agency or other body without such approval or consent first being obtained.

To conduct the business of garagemen, repairmen, mechanics and automobile dealers; to do collision work, welding, body, axle and fender straightening and general repairs and to provide a towing and wrecking service.

To manufacture, prepare, buy, sell, deal in, trade in, lease, import and export, paint, repair, restore and recondition automobiles, trucks, trailers, motorcycles, tractors and motor vehicles of every description, and all parts, accessories and supplies thereof, including armatures, axles, batteries, bearings, bodies, brakes, brake linings, bumpers, carburetors, chassis, electrical service, fenders, gears, glass, headlights, side, tail and stop lights, horns, ignition systems, lamps, locks, motors, mufflers, assembled and all parts thereof, pistons, piston rings, radiators, starters, shock absorbers, spark plugs, springs, speedometers, transmissions, tires, wheels, tops, upholstery, panels and dashboards, heaters, generators, drive shafts, differentials, windshields, windshield wipers, and all hardware, tools and implements for motor vehicles of every kind and make.

To engage in the business of buying and selling gasoline, kerosene, lubricating oils and greases, anit-freeze, tires and other supplies for automobiles and tractors. To establish and maintain and operate a gasoline filling station; to repair tires and lubricate and wash cars; and to do everything ordinarily done by those engaged in the same line of business.

To acquire by purchase, subscription, underwriting or otherwise, and to own, hold for investment, or otherwise, and to use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of real and personal property of every sort and description and wheresoever situated, including shares of stock, bonds, debentures, notes, scrip, securities, evidences of indebtedness, contracts or obligations of any corporation or association, whether domestic or foreign, or of any firm or individual or of the United States or any state, territory or dependency of the United States or any foreign country, or any municipality or local authority within or without the United States, and also to issue in exchange therefor, stocks, bonds or other securities or evidences of indebtedness of this corporation and, while the owner or holder of any such property, to receive, collect and dispose of the interest, dividends and income on or from such property and to possess and exercise in respect thereto all of the rights, powers and privileges of ownership, including all voting powers thereon.

To construct, build, purchase, lease or otherwise acquire, equip, hold, own, improve, develop, manage, maintain, control; operate, lease, mortgage, create liens upon, sell, convey or otherwise dispose of and turn to account, any and all plants, machinery, works, implements and things or property, real and personal, of every kind and description, incidental to, connected with, or suitable, necessary or convenient for any of the purposes enumerated herein, including all or any part or parts of the properties, assets, business and good will of any persons, firms, associations or corporations.

The powers, rights and privileges provided in this certificate are not to be deemed to be in limitation of similar, other or additional powers, rights and privileges granted or permitted to a corporation by the Business Corporation Law, it being intended that this corporation shall have all the rights, powers and privileges granted or permitted to a corporation by such statute.

THIRD: The office of the corporation is to be located in the County of Kings, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is Two Hundred (200), all of which shall be without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served on him is:

12 Hill Street
Brooklyn, New York

SIXTH: The personal liability of directors to the corporation or its shareholders for damages for any breach of duty in such capacity is hereby eliminated except that such personal liability shall not be eliminated if a judgment or other final adjudication adverse to such director establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated Section 719 of the Business Corporation Law.

IN WITNESS WHEREOF, this certificate has been subscribed to this 2nd day of November, 1990 by the undersigned who affirms that the statements made herein are true under penalties of perjury.

GERALD WEINBERG
90 State Street
Albany, New York

Y. S. DEPARTMENT OF STATE
ISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

ITY NAME : MIKE'S HEAVY DUTY TOWING INC.

UMENT TYPE : ASSUMED NAME CERTIFICATE

RVICE COMPANY : BLUMBERG/EXCELSIOR CORPORATE SERVICES

CODE: 39

LED: 05/07/1999

CASH#: 930914

FILM#: C273745-2

INCIPAL LOCATION

6 LIBERTY AVENUE

OOKLYN
11208

OMMENT:

SSUMED NAME

IKE'S TOWING

FILER

HARD SIEGEL
75 70TH STREET

BROOKLYN NY 11204

* FEES :	135.00	PAYMENTS: 135.00
* ----		
* FILING :	25.00	CASH :
* COUNTY :	100.00	CHECK : 135.00
* CERT :	.00	
* COPIES :	10.00	
* MISC :		
*		
*		REFUND:
*		

Certificate of Assumed Name

of

MIKE'S HEAVY DUTY TOWING INC.

BLU-39

FILED BY:
RICHARD SIEGEL
2175 70TH STREET
BROOKLYN, NY 11204

C273745

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED 5-7-99
AMT. OF CHECK $ 135
FILING FEE $ 25
COUNTY FEE $ 100
COPY $ 10
REFUND $
BY: SEW

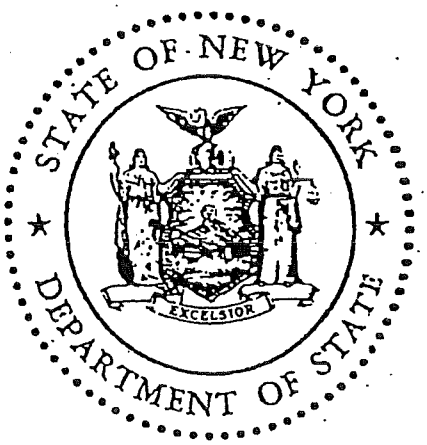
96032800269
SEW

930914

te of New York
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on MAY 10 1999



Special Deputy Secretary of State

6 (5/96)

(1)

NYS Department of State

Division of Corporations

Entity Information

Selected Entity Name: MIKE'S HEAVY DUTY TOWING INC.

Selected Entity Status Information

Current Entity Name: MIKE'S HEAVY DUTY TOWING INC.
Initial DOS Filing Date: MARCH 22, 1996
County: KINGS
Jurisdiction: NEW YORK
Entity Type: DOMESTIC BUSINESS CORPORATION
Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)
MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVE
BROOKLYN, NEW YORK, 11208

Chairman or Chief Executive Officer
MICHAEL MAZZIO
816 LIBERTY AVE
BROOKLYN, NEW YORK, 11208

Principal Executive Office
MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVE
BROOKLYN, NEW YORK, 11208

Registered Agent
NONE

NOTE: New York State does not issue organizational identification numbers.

2

MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVENUE
BROOKLYN, NY 11208
www.mikeshdt.com
718 – 277-6060
Fax: 718-827-2677

November 24,2008

It is certified that the attached Filing Receipt dated March 22, 1996 and the Certificate of Incorporation of Mike's Heavy Duty Towing Inc. is a true and accurate copy of our company's Filing Receipt and Certificate of Incorporation as of this date.

Very truly yours,

Corporate Seal

Michael Mazzio

MIKE'S HEAVY DUTY TOWING INC.
By: Michael Mazzio
President

3

(3)

CITY of NEW YORK
DEPARTMENT OF CONSUMER AFFAIRS

42 BROADWAY, NEW YORK, NY 10004

Document No.
535440

The issuance and retention of this license in contingent upon the licensee's compliance with the laws of the State of New York and the City of New York, the rules and regulations of the Department of Consumer Affairs, and the rules and regulations of all Federal, State and City agencies, now in effect or hereafter enacted.

License Type: TOW TRUCK DARP/ROTOW-FUNDED CITY ID: 09067168

License Number: 1015604 Code: 124 Class: B Subclass: F Issued: 06/19/2008 Expires: 04/30/2

Camis-ID: 40705810 Base License Number: Start-Date: End-Date: 04/30/2

Item-count: 32 Number of Plates: 88 Room Capacity: Square Footage:

Entity Name: MIKE'S HEAVY DUTY TOWING INC

Trade-Name (D/B.A):

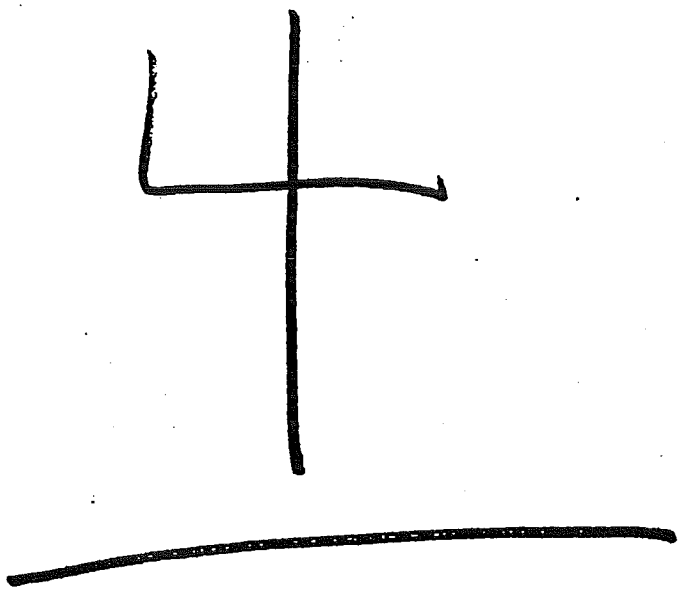
Premises Address:
816 LIBERTY AVENUE
BROOKLYN NY 11208

Mailing Address:
C/O:
156-21 90TH STREET
HOWARD BEACH NY 11414

Commissioner of Consumer Affairs

Not transferable without the approval of the Commissioner of Consumer Affairs

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED



(4)

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefore (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at *http://www.panynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html*, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Mike's Heavy Duty Towing Inc.
(Company)

Michael Magyar
(Signature)

Vice President
(Title)

11/24/08
(Date)

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

5

RANDOM DRUG AND ALCOHOL TESTING IS PERFORMED FOR

OUR COMPANY AT:

LABORATORY CORPORATION OF AMERICA HOLDINGS INC.
WE CARE WALK-IN MEDICAL
82-12 151 STREET
HOWARD BEACH, NY 11414

6

(6)

ATTACHMENT A1

PROPOSER REFERENCE FORM

Name of Proposer: Mike's Heavy Duty Towing Inc

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name: New York City Police Department
Address: 1 Police Plaza NY, NY
Contact Name and Title: Lt. Brian Franklin
Phone and Fax Numbers of Contact: 646-610-6862
Contract date(s): Continuous since 1994
Contract cost: Police Department directs motorist to make payment
Description of work:
DARP is towing + storage of cars involved in accidents. And towing + storage of recovered + stolen cars.

Customer Name: Metropolitan Transit Authority
Address: 165-25 147th Avenue Jamaica, NY
Contact Name and Title: Frank Molina Bob Catilano
Phone and Fax Numbers of Contact: 347-865-0960 646-879-6384
Contract date(s): Continuous since 2-13-2007
Contract cost: more than $300,000 annually
Description of Work:
Towing of disabled buses or those buses involved in an accident.

Customer Name: New York City Police Department
Address: Highway District 198-15 Grand Central Parkway Queens, NY
Contact Name and Title: Sgt. Zegilla
Phone and Fax Numbers of Contact: 718-217-3529
Contract date (s): 1998 thru 3/31/2010
Contract cost: annual fee paid to police department each quarter.
Description of Work:
Towing, recovery, roadside assistance and police impounds on Van Wyck Expressway, Brooklyn-Queens Expressway, Long Island Expressway

7

(7)

;

Call #: 106 Date: 11/24/08 Time: 09:16 Dispatcher: JOE Stat: A
Reason: FUEL PROBLEM Priority: 1 Type: MEDIUM DUTY ETA:
Location: PENSKE JFK
Landmark:
Destination: 147 WEST 11 ST-- COUNTRY LINCOLN
:
Reqd By: PENSKE JFK
Phone: 718-995-5104
Caller Name: PAULETTE Phone: - -
Owner Name:
Keys ?: N Key Location: Status:
Vehicle Desc: FORD VAN License: 565151
Bill To: PENSKE JFK
Payment Method: Account Member #: Exp.:
PO #: 193445
Notes:
565151

Call #: 111 Date: 11/24/08 Time: 10:15 Dispatcher: MICHAEL Stat: A
Reason: SMOKING Priority: Type: HD HEAVY DUTY ETA:
Location: SARATOGA MARION
Landmark:
Destination: AVE D
:
Reqd By: SALEM LEASING
Phone: 718-649-8400
Caller Name: jarret Phone: - -
Owner Name:
Keys ?: N Key Location: Status:
Vehicle Desc: INT License:
Bill To: SALEM LEASING
Payment Method: Account Member #: Exp.:
PO #: 000000
Notes:
#FRANKY MEAT

Call #: 112 Date: 11/24/08 Time: 10:24 Dispatcher: HEC Stat: A
Reason: COMPUTER Priority: 1 Type: HD HEAVY DUTY ETA:
Location: BROOKVILLE BLVD 147 AVE
Landmark:
Destination: BAISLEY
:
Reqd By: MTA BAISLEY PARK
Phone: 718-526-0800

:

Caller Name: MIKE
Owner Name:
Keys ?: N Key Location:
Vehicle Desc:
Bill To: MTA BAISLEY PARK
Payment Method: Account Member #:
PO #:
Notes:

Phone: 866-561-8753

Status: PRIORTY
License: 3504,

Exp.:

Call #: 103 Date: 11/24/08 Time: 08:53 Dispatcher: MICHAEL Stat: A
Reason: rotater Priority: Type: HD HEAVY DUTY ETA:
Location: 1901 ocean pkway
Landmark:
Destination: lift up
:
Reqd By: PRIME TIME
Phone: 718-961-8466
Caller Name:
Owner Name:
Keys ?: N Key Location:
Vehicle Desc: tank
Bill To: PRIME TIME
Payment Method: Account Member #:
PO #:
Notes:

Phone: - -

Status:
License:

Exp.:

Call #: 114 Date: 11/24/08 Time: 10:36 Dispatcher: JOE Stat: W
Reason: WON'T START Priority: Type: MEDIUM DUTY ETA:
Location: AVE H GARAGE
Landmark:
Destination: EAST 105 ST
:
Reqd By: VERIZON FLEET OPERATIONS
Phone: 800-383-2003
Caller Name: AMANDA
Owner Name:
Keys ?: N Key Location:
Vehicle Desc:
Bill To: VERIZON FLEET OPERATIONS
Payment Method: Account Member #:
PO #: WR7460081124
Notes:

Phone: 347-232-8800

Status:
License: 2074068,

Exp.:

2074068

Call #: 104 Date: 11/24/08 Time: 08:57 Dispatcher: MICHAEL Stat: W
Reason: WON'T START Priority: Type: MEDIUM DUTY ETA:
Location: HERBERTON AVE POST STATEN ISLAND
Landmark:
Destination: EAST NEW YORK SERVICE
:
Reqd By: EAST NEW YORK SERVICE
Phone: 718-342-6510
Caller Name: tyrone
Owner Name:
Keys ?: N Key Location:
Vehicle Desc:
Bill To: EAST NEW YORK SERVICE
Payment Method: Account Member #:
PO #: 56097
Notes:
#56097

Phone: - -
Status:
License: 56097,
Exp.:

Call #: 23 Date: 11/24/08 Time: 08:00 Dispatcher: HEC Stat: H
Reason: 2 FLATS Priority: Type: MEDIUM DUTY ETA:
Location: HWY 78 E/B 1/4 BEFORE EXIT 33
Landmark:
Destination: 816 LIBERTY AVE
:
Reqd By: BLUE RIDGE FARMS
Phone: 718-827-9000
Caller Name: kennedy
Owner Name: JACKSON/646 275 44 00
Keys ?: N Key Location:
Vehicle Desc: MISTU 16 FT BOX
Bill To: BLUE RIDGE FARMS
Payment Method: Account Member #:
PO #: 1234
Notes:
DRIVER 646 275 4400

Phone: 718-827-9000
Status: FRIDAY AM
License: 1606,
Exp.:

Call #: 1 Date: 11/24/08 Time: 07:00 Dispatcher: MICHAEL Stat: H
Reason: INPOUND Priority: Type: HD HEAVY DUTY ETA:
Location: MOTIVA TERMINAL LAWRENCE LI
Landmark: 718-221-7265
Destination: 681 CLARKSON AVE
:
Reqd By: owner request
Phone: 914-422-8780
Caller Name: TOM MULLIN Phone: 516-371-4780
Owner Name: 516-315-0411
Keys ?: N Key Location: F- 914-422-8623 Status: FRIDAY AM
Vehicle Desc: PETERBUILT License:
Bill To: owner request
Payment Method: Cash Member #: Exp.:
PO #:
Notes:
2 TRUCKS

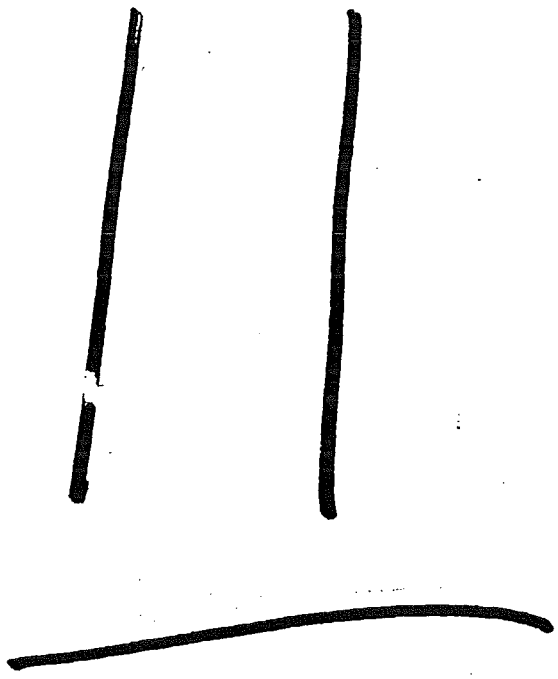


Exhibit 3

TOWINGAND MOTORIST ASSISTANCE KEY QUALITY FACTORS STATEMENT

Name of Proposer: Mike's Heavy Duty Towing Inc.

Please provide information on your firm's performance in the following areas:

1. **Uniformed Drivers: Does your company only dispatch uniformed drivers?**

☐ No ☒ Yes If "Yes", Describe: Drivers wear uniform shirts with photo ids and workboots

Does the uniform include the company name and collared shirts?

☐ No ☒ Yes If "Yes", Describe: name of company above shirt pocket

Are the drivers and other responders required to use appropriate safety attire such as steel toed shoes, hard hats or bump caps, gloves, reflective vests, etc.?

☐ No ☒ Yes If "Yes", Describe: all drivers required to wear steel tip shoes, leather work gloves, USDOT certified reflective vest.

(Please provide photo of driver in uniform with safety gear.)

2. **Fleet Appearance:**

Is there a regular program for cleaning vehicles?

☐ No ☒ Yes If "Yes", Describe: each truck is washed at a minimum of twice weekly

Do all vehicles display company name clearly with phone number?

☐ No ☒ Yes If "Yes", Describe: on both doors of all trucks company name, address and phone number appears.

Is there are program for promptly repairing body damage, rust and corrosion?

☐ No ☒ Yes If "Yes", Describe: any body damage or corrosion to vehicles is repaired immediately

3. **Vehicle and Equipment Inspection:**

Are drivers required to do pre-trip and post trip inspections on their vehicles?

☐ No ☒ Yes If "Yes", Describe: only pre-trip inspection

(Please provide completed report samples.)

Is equipment on trucks inspected regularly and stamped or tagged with rating by the manufacturer?

☐ No ☒ Yes If "Yes", Describe: weekly by our in-house mechanics but not tagged

(Please provide photos of tagged chains or slings.)

4. **DMV reports on all drivers with copies of driver's licenses:**

Are motor vehicle reports checked on all drivers prior to hiring?

☐ No ☒ Yes If "Yes", Describe: through our broker, insurance company

Are all drivers required to have a CDL?

☒ No ☐ Yes If "Yes", Describe: only heavy duty drivers

Are CDL endorsements required? (Specify)

☐ No ☒ Yes If "Yes", Describe: Only of heavy duty drivers

Are medical and endorsement renewals dates tracked and is there a formal process for enforcing currency of medicals and endorsements?

☐ No ☒ Yes If "Yes", Describe: copies of cards are diaried and verified that medical cards + endorsements are current

5. **Background Checks:**

Are background checks performed on all tow operators?

☐ No ☒ Yes If "Yes", Describe: by officer of company

6. **Drug Free Workplace:**

Does the proposer have a random drug testing program?

☐ No ☒ Yes If "Yes", Describe: all drivers are randomly drug tested every 4 months

7. **Safety Program:**

Does the proposer have a formal safety program?

☐ No ☒ Yes If "Yes", Describe: all drivers preinspect their vehicle before use at each shift

Does the proposer conduct at least bi-monthly meetings, to discuss safety issues related to towing, repairs and driving (motor vehicle) issues?

☐ No ☒ Yes If "Yes", Describe: In-house safety meetings are conducted once a month and after every major recovery.

Does the proposer have meetings with safety instructors or attending safety clinics, or other external consultations to assure safety of operations?

☐ No ☒ Yes If "Yes", Describe: Management + drivers attend Wreckmaster training to be certified + other professional on-hand training courses.

8. **Professionally Trained Operators:**

Are drivers/operators (working for the company for more than 6 months) required to participate in a hands-on training program by an accredited instructor or school? (Instruction should have the equivalent of, one day theory/class room and one day hands on live training in towing operations.)

☐ No ☒ Yes If "Yes", Describe: drivers must become certified by Wreckmaster which is an accredited school.

9. **Company Policy Handbook:**

Does the proposer have a company handbook stating history and policies for operators and other workers, and proof that workers have received the handbook?

☐ No ☒ Yes If "Yes", Describe: handbook which discusses company policy.

10. Operating and Procedures Manual:

Does the proposer have a printed handbook stating policy and operating and safety procedures for towing and customer service, and proof that workers have signed for receipt of the manual?

☐ No ☒ Yes If "Yes", Describe: Short handbook describing Customer Service

11. Handbook on Dispatch Procedures:

☐ No ☒ Yes If "Yes", Describe: Short instruction sheets

Does the proposer have professional guidelines and instructions for dispatch operators, and a formal logging system recording key contact information including date, time, phone numbers and other key data?

☐ No ☒ Yes If "Yes", Describe: all information inputted into Computer system.

12. Computerized Dispatch:

Is the system computer enhanced with reporting procedures and time date stamping etc.?

☐ No ☒ Yes If "Yes", Describe: the computer dispatch system date & timestamps everything

(Please provide a printout of dispatch report.)

13. Recipient of Service or Performance Awards:

Is the proposer the recipient of any awards such as the Towman Ace Award, or awards given by legitimate third party for service and reliability or service excellance on a substantial volume of calls over 12 months?

☒ No ☐ Yes If "Yes", Describe: _____

(Please provide a copy of the award or certificate.)

14. Membership in Towing Association:

Is the proposer a member of a recognized towing association?

☐ No ☒ Yes If "Yes", Describe: Empire State Towing and Recovery Association, Metropolitan NY Towing, Auto Body and Salvage Association.

(Please provide a certificate or receipt of dues from association.)

15. Members of State or City Incident Management Teams:

As a participant of an incident command team you undergo continuous planning and training. You were picked because of your professional qualifications.

☒ No ☐ Yes If "Yes", Describe: _____

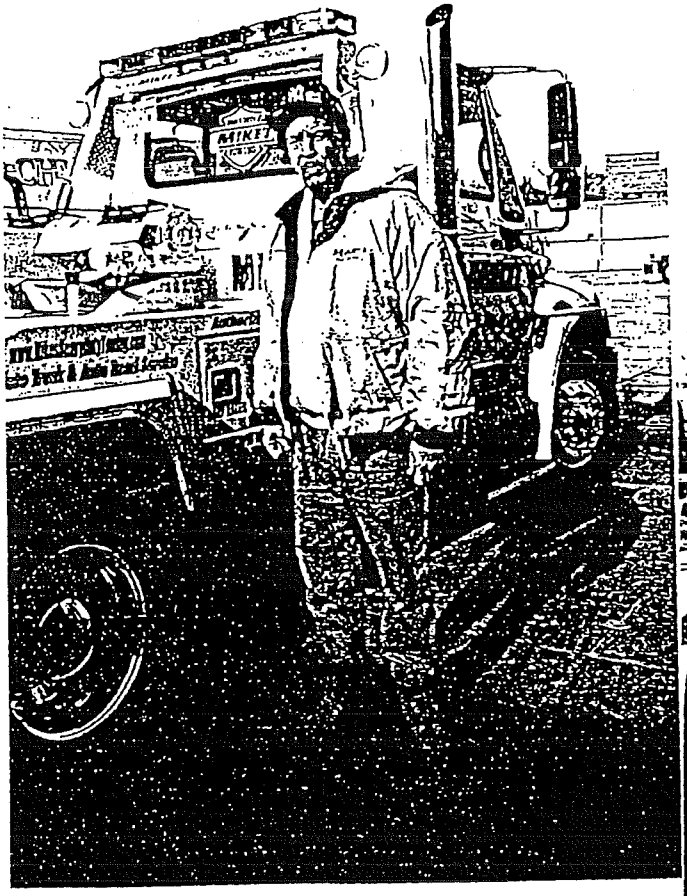
(Please provide a copy of a letter from incident command center.)

16. Additional information relative to the quality of the towing/customer assistance services.

All relative information is included elsewhere in package

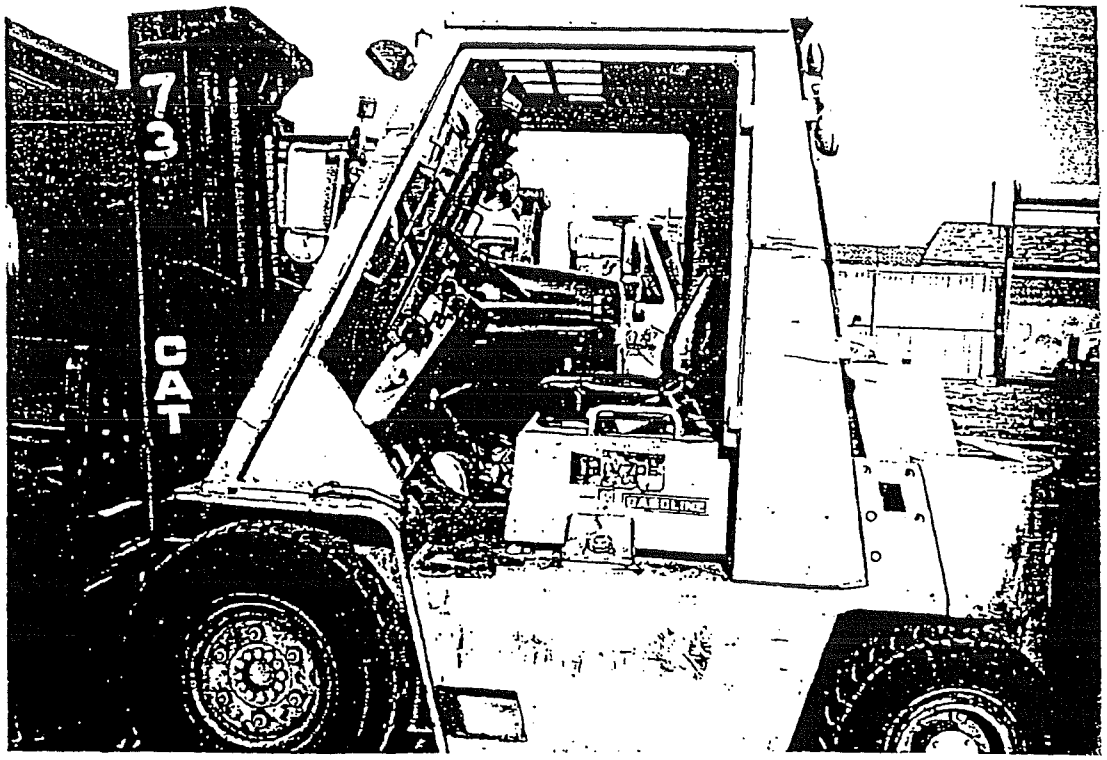
12

OUR DRIVER IN COMPANY UNIFORM JACKET



PALLET JACK

FORKLIFT



LANDOLL TRAILER

BOB-CAT

FORKLIFT

FORKLIFT TO MOVE VEHICLES

13

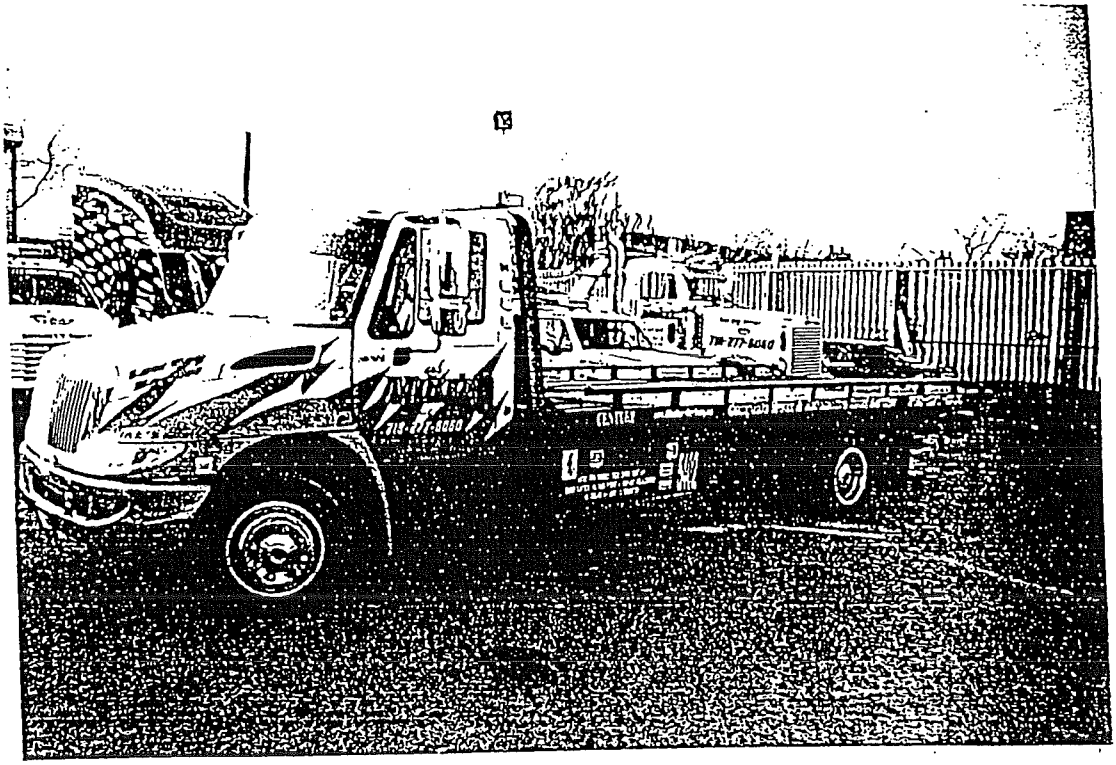
LIGHT DUTY WRECKER

LIGHT DUTY WRECKER

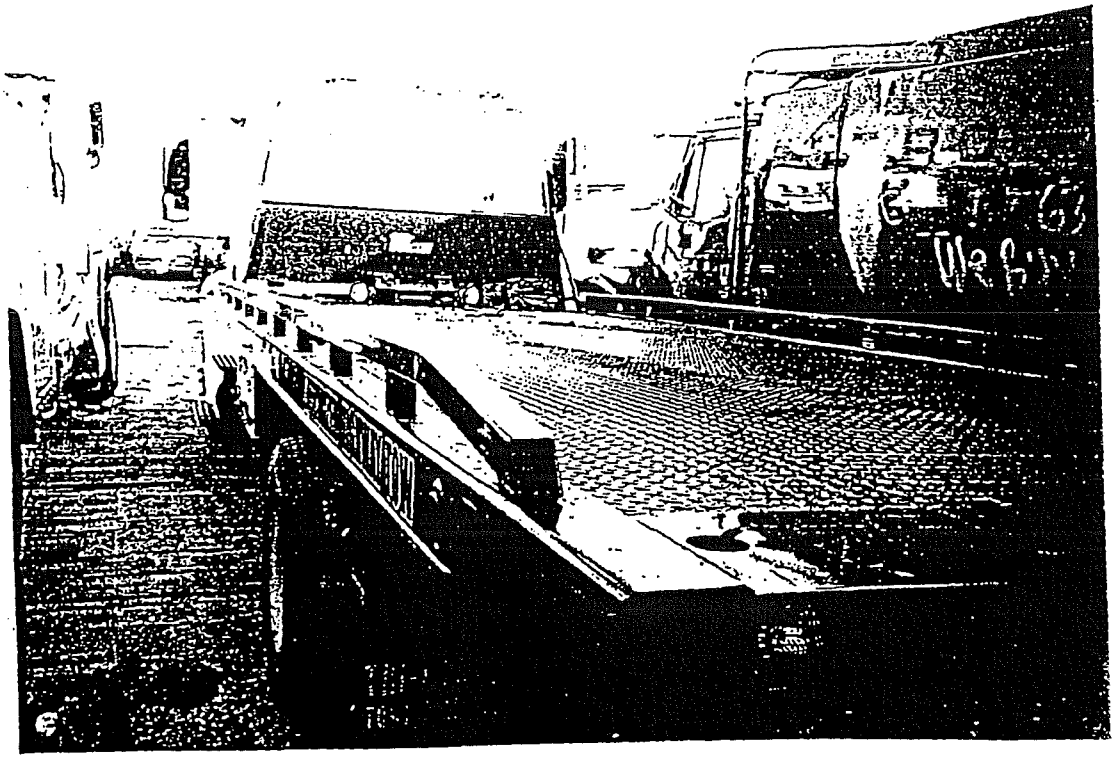
MEDIUM-DUTY WRECKER

MEDIUM-DUTY WRECKER

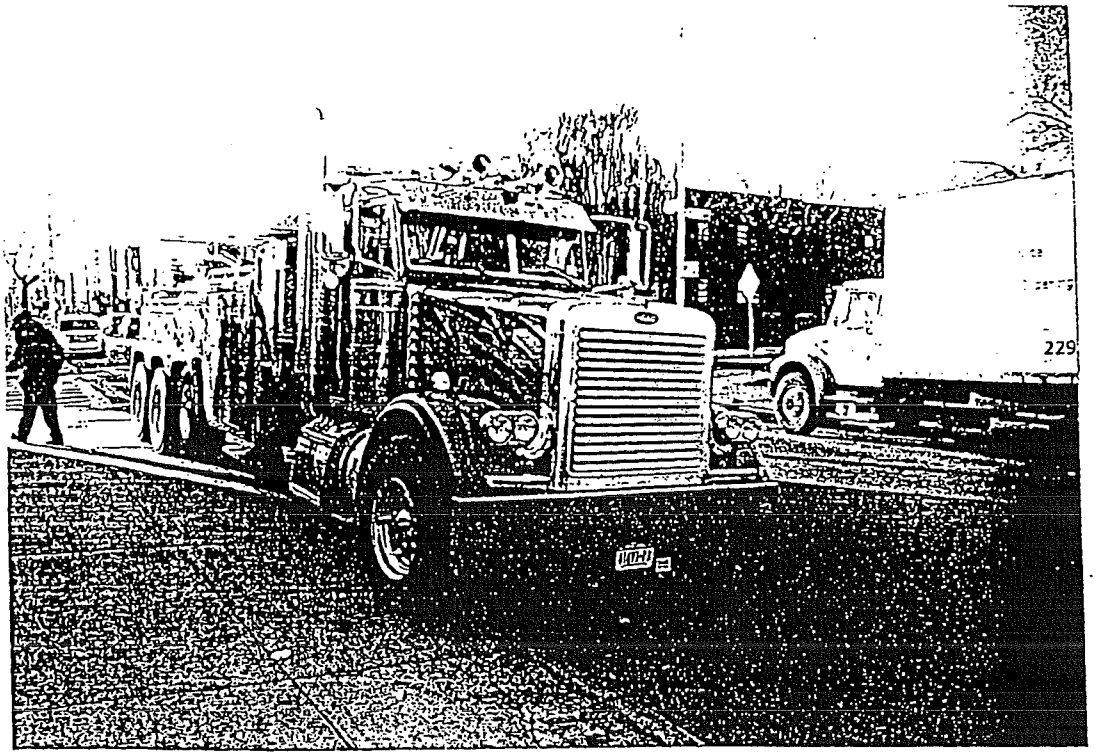
FLAT-BED TRUCK



FLAT-BED TRUCK

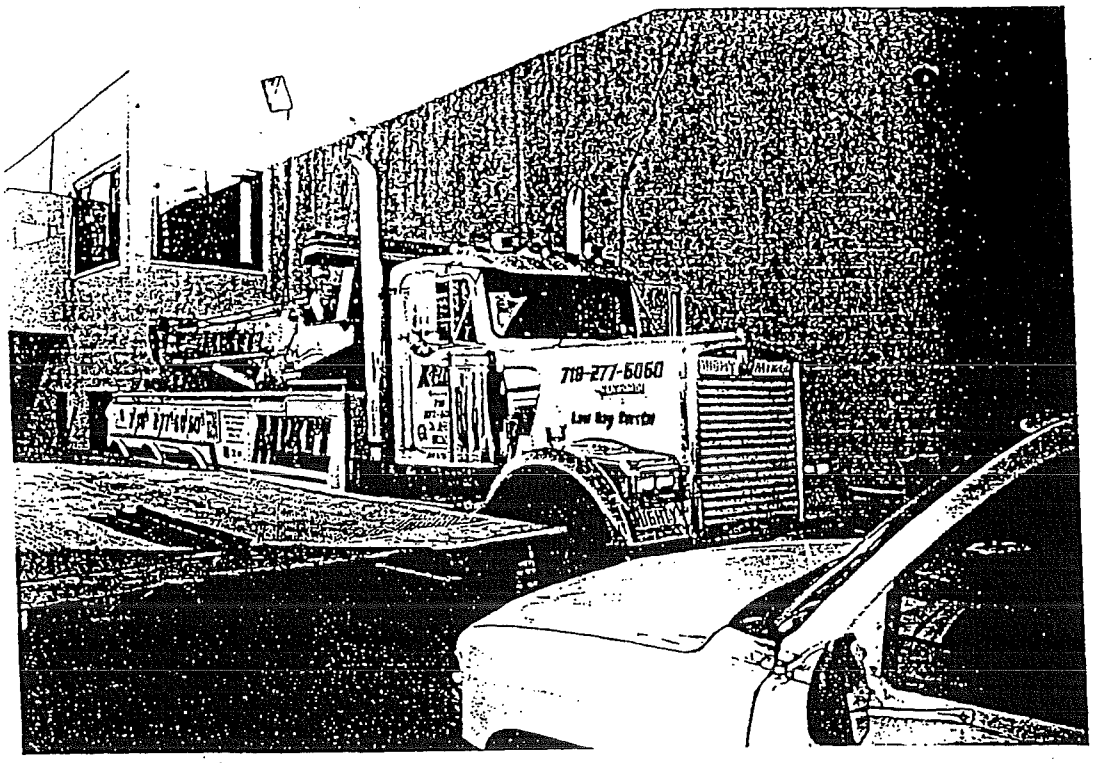


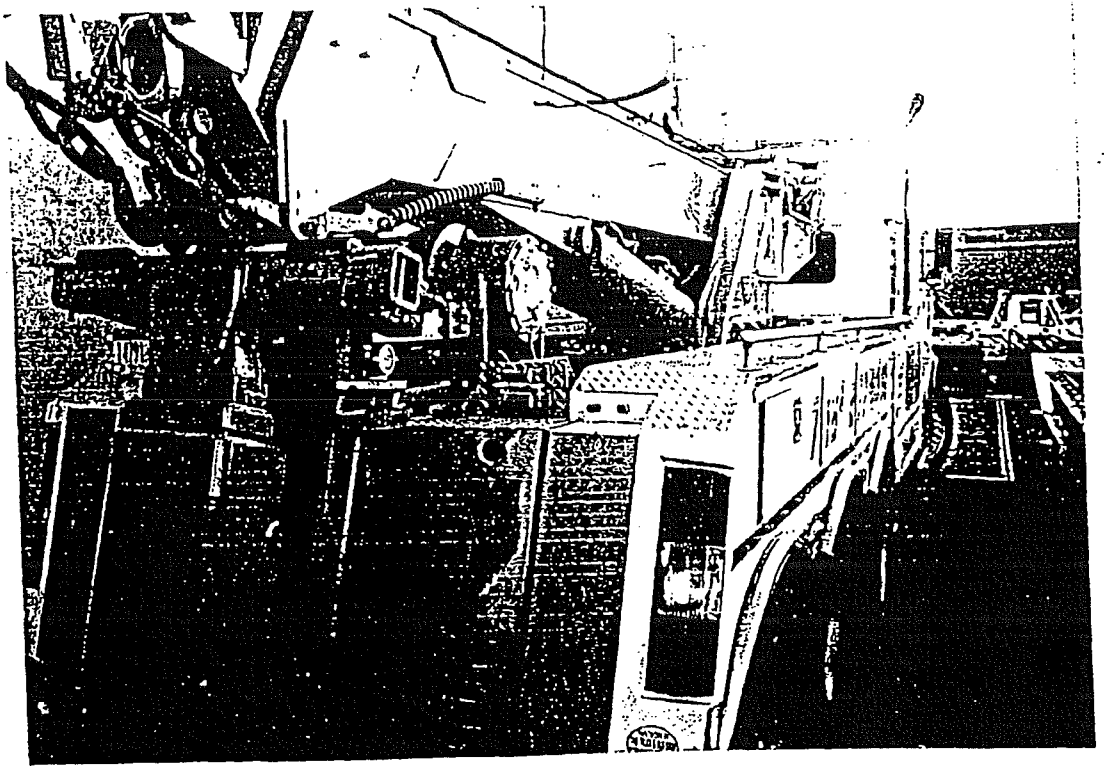
HEAVY-DUTY WRECKER



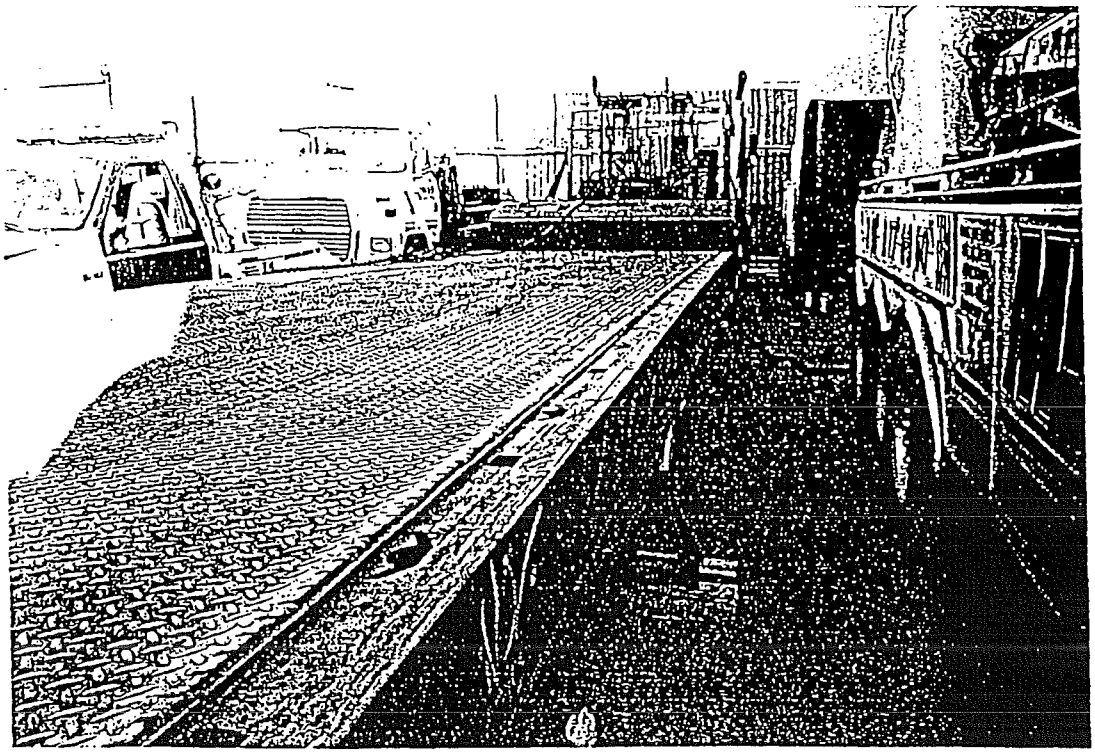
HEAVY-DUTY WRECKER

60-TON HEAVY DUTY ROTATOR





LANDOLL EXTENDED FLAT-BED TRAILER



14

TOWING AND RECOVERY ASSOCIATION OF AMERICA, INC.

Certifies that

MIKE'S HEAVY DUTY TOWING, INC.

is a Member in good standing of the Association which is dedicated to the maintenance of the highest professional standards, the advancement of the tow truck industry through knowledge, education and training, and service to the industry and the motoring public throughout North America

Harvey S. Crosby
Executive Director

Sam Brewer
President

Metropolitan

NY Towing, Auto Body & Salvage Association

2 52nd Street - Box B11 • Brooklyn, NY 11232-2602
(718) 492-6464 • Fax: (718) 492-4066 • E-mail: Towingassn@aol.com

November 24, 2008

To Whom It May Concern:

Mike's Heavy Duty Towing Inc. located at 816 Liberty Avenue, Brooklyn, New York is a current and active member of the Metropolitan NY Towing, Auto Body & Salvage Ass. They have been a member ever year since 1993, when the company was known as Mike's Towing only.

Very truly yours,

MaryAnn Levine

MaryAnn Levine
Office Manager

15

(15)

Detailed

For 11/19/2008 12:00:00 AM through 11/20/2008 11:59:59 PM

MIKES#01 MED 5585

11/19/2008

	Event Type	Status	Heading	Location/Message
3:20:57 am	INB	ZZ		Closest Landmark: MIKES BASE Going to Sleep
3:20:57 am	STCH	ZZ		Closest Landmark: MIKES BASE
6:35:04 am	INB	ON		Closest Landmark: MIKES BASE Ignition On
6:37:13 am	INB	OF		Closest Landmark: MIKES BASE Ignition Off
6:37:13 am	STCH	OF		Closest Landmark: MIKES BASE
7:15:50 am	INB	ON		Closest Landmark: MIKES BASE Ignition On
7:15:50 am	STCH	ON		Closest Landmark: MIKES BASE
7:20:50 am	LOC	ON		Closest Landmark: MIKES BASE
7:25:51 am	LOC	ON		Closest Landmark: MIKES BASE
7:30:52 am	LOC	ON		Closest Landmark: MIKES BASE
7:35:53 am	LOC	ON		Closest Landmark: MIKES BASE
7:39:28 am	LOC	ON		Closest Landmark: MIKES BASE
7:40:54 am	LOC	ON		Closest Landmark: MIKES BASE
7:45:55 am	LOC	ON	16mph W	Closest Landmark: MIKES BASE
7:50:56 am	LOC	ON		293 HIGHLAND PL & ATLANTIC AVE NEW YORK NY 11208
7:55:57 am	LOC	ON		Closest Landmark: MAGGIES TRANSPORTATION
7:59:52 am	LOC	ON	26mph E	ATLANTIC AVE & 82ND PL NEW YORK NY 11416
8:00:58 am	LOC	ON	27mph E	ATLANTIC AVE & 87TH ST NEW YORK NY 11416
8:05:59 am	LOC	ON		No GPS Lock.
8:09:26 am	INB	OF		No GPS Lock. Ignition Off
8:09:26 am	STCH	OF		No GPS Lock.
8:15:48 am	INB	ON		ATLANTIC AVE & 89TH ST NEW YORK NY 11416 Ignition On
8:15:48 am	STCH	ON		ATLANTIC AVE & 89TH ST NEW YORK NY 11416
8:20:49 am	LOC	ON	33mph E	ATLANTIC AVE & 112TH ST NEW YORK NY 11419
8:25:50 am	LOC	ON	3mph N	ATLANTIC AVE & 134TH ST NEW YORK NY 11418
8:30:51 am	LOC	ON		94TH AVE & SUTPHIN BLVD NEW YORK NY 11435
8:35:52 am	LOC	ON	6mph E	93RD AVE & UNION HALL ST NEW YORK NY 11433
8:40:53 am	LOC	ON		MERRICK BLVD/MERRICK RD NEW YORK NY 11433
8:45:54 am	LOC	ON		MERRICK BLVD/MERRICK RD NEW YORK NY 11433
8:50:55 am	LOC	ON		MERRICK BLVD/MERRICK RD NEW YORK NY 11433
8:55:56 am	LOC	ON	9mph NW	MERRICK BLVD/MERRICK RD NEW YORK NY 11433
[illegible]	LOC	ON	[illegible]	94TH AVE & 148TH ST NEW YORK NY 11435

Detailed

For 11/19/2008 12:00:00 AM through 11/20/2008 11:59:59 PM

KES#01 MED 5585

	Event Type	Status	Heading	Location/Message
11/19/2008				
9:05:58 am	LOC	ON	23mph N	VAN WYCK EXPY/I-678 NEW YORK NY 11435
9:10:27 am	LOC	ON	39mph N	VAN WYCK EXPY/I-678 NEW YORK NY 11355
9:10:59 am	LOC	ON	43mph N	VAN WYCK EXPY/I-678 NEW YORK NY 11368
9:16:00 am	LOC	ON	11mph N	ULMER ST & 26TH AVE NEW YORK NY 11354
9:21:01 am	LOC	ON		15TH AVE & 131ST ST NEW YORK NY 11356
9:22:16 am	LOC	ON		15TH AVE & 131ST ST NEW YORK NY 11356
9:26:02 am	LOC	ON		15TH AVE & 131ST ST NEW YORK NY 11356
9:31:03 am	LOC	ON	14mph S	131ST ST & 18TH AVE NEW YORK NY 11356
9:36:04 am	LOC	ON		ULMER ST & WHITESTONE EXPY NEW YORK NY 11354
9:41:05 am	LOC	ON	41mph S	VAN WYCK EXPY/I-678 NEW YORK NY 11367
9:46:06 am	LOC	ON	39mph W	ATLANTIC AVE & 111TH ST NEW YORK NY 11418
9:51:07 am	LOC	ON	1mph N	3449 ATLANTIC AVE & AUTUMN AVE NEW YORK NY 11208
9:54:56 am	LOC	ON	24mph N	317 LOGAN ST & LIBERTY AVE NEW YORK NY 11208
9:56:08 am	LOC	ON	8mph N	Closest Landmark: MAGGIES TRANSPORTATION
9:59:36 am	LOC	ON		Closest Landmark: MAGGIES TRANSPORTATION
10:01:09 am	LOC	ON	24mph N	Closest Landmark: MAGGIES TRANSPORTATION
10:06:10 am	LOC	ON	51mph SW	283 HIGHLAND BLVD & HEATH PL NEW YORK NY 11207
10:11:11 am	LOC	ON	25mph W	1901 FULTON ST & HULL ST NEW YORK NY 11233
10:16:12 am	LOC	ON	13mph W	691 GATES AVE & MARCUS GARVEY BLVD NEW YORK NY 11221
10:21:13 am	LOC	ON		315 GATES AVE & BEDFORD AVE NEW YORK NY 11216
10:23:11 am	LOC	ON		1023 BEDFORD AVE & CLIFTON PL NEW YORK NY 11216
10:26:14 am	LOC	ON	12mph W	455 PARK AVE & FRANKLIN AVE NEW YORK NY 11205
10:31:15 am	LOC	ON	19mph W	3 VANDERBILT AVE & FLUSHING AVE NEW YORK NY 11205
10:35:42 am	LOC	ON	11mph W	155 MANHATTAN BRG & SANDS ST NEW YORK NY 11201
10:36:16 am	LOC	ON	44mph NW	23 BROOKLYN BRG & FRONT ST NEW YORK NY 11201
10:38:23 am	LOC	ON		51 CHAMBERS ST & ELK ST NEW YORK NY 10007
10:41:17 am	LOC	ON	3mph N	221 BROADWAY & BARCLAY ST NEW YORK NY 10007
10:46:18 am	LOC	ON		63 CORTLANDT ST & CHURCH ST NEW YORK NY 10007
10:51:19 am	LOC	ON		67 CORTLANDT ST & CHURCH ST NEW YORK NY 10007
10:56:20 am	LOC	ON		27 CHURCH ST & CORTLANDT ST NEW YORK NY 10007
11:01:21 am	LOC	ON		83 CORTLANDT ST & CHURCH ST NEW YORK NY 10007
11:06:22 am	LOC	ON		85 CORTLANDT ST & CHURCH ST NEW YORK NY 10007
11:11:23 am	LOC	ON		81 CORTLANDT ST & CHURCH ST NEW YORK NY 10007
11:16:24 am	LOC	ON		49 CHURCH ST & FULTON ST NEW YORK NY 10007
11:21:25 am	LOC	ON		69 DEY ST & CHURCH ST NEW YORK NY 10007
11:26:26 am	LOC	ON		59 DEY ST & CHURCH ST NEW YORK NY 10007
11:31:27 am	LOC	ON		185 FULTON ST & CHURCH ST NEW YORK NY 10007
11:36:28 am	LOC	ON		37 CHURCH ST & DEY ST NEW YORK NY 10007

Detailed

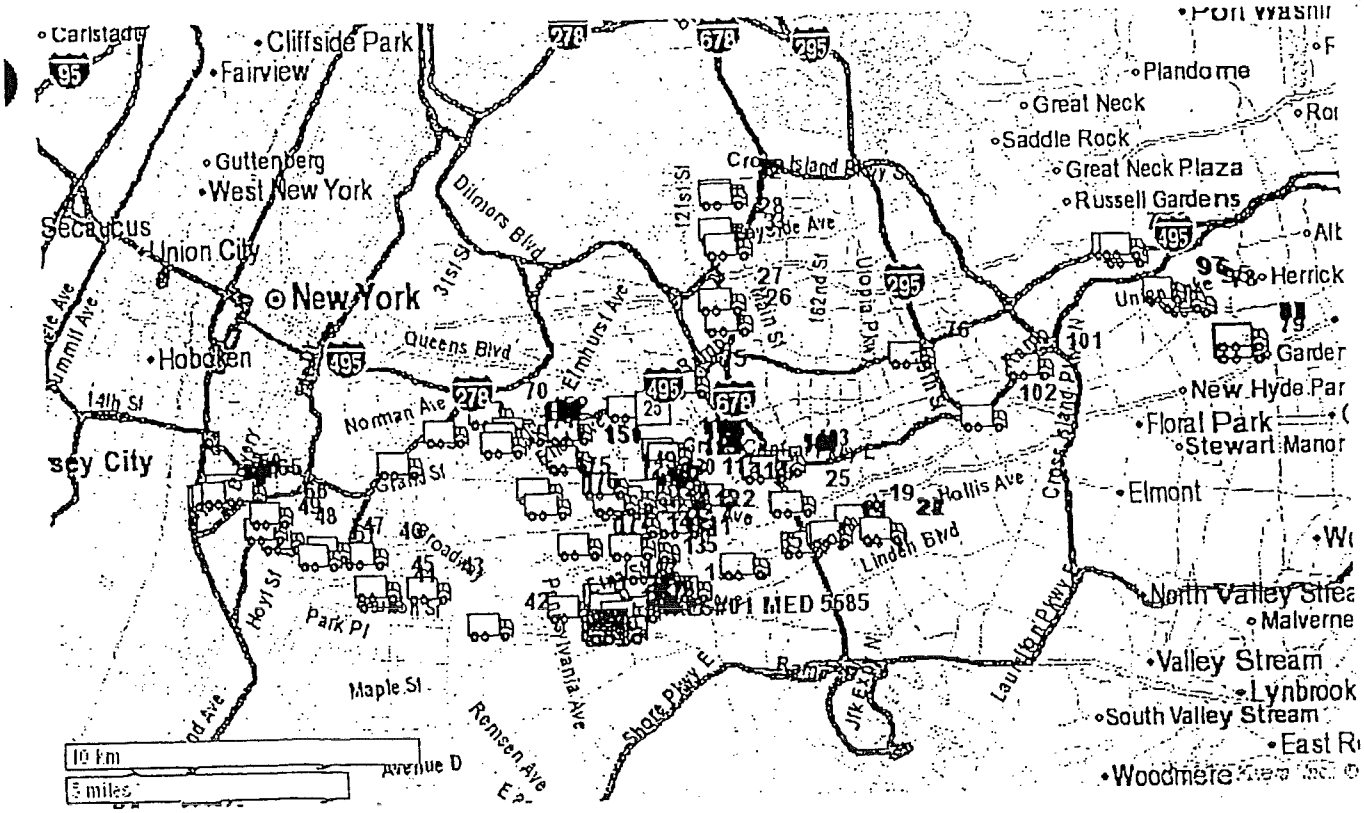
For 11/19/2008 12:00:00 AM through 11/20/2008 11:59:59 PM

	Event Type	Status	Heading	Location/Message
CES#01 MED 5585				
11/19/2008				
11:41:30 am	LOC	ON		177 FULTON ST & BROADWAY NEW YORK NY 10007
11:46:31 am	LOC	ON		57 PARK ROW & BROADWAY NEW YORK NY 10048
11:51:33 am	LOC	ON		41 ST JAMES PL/SAINT JAMES PL NEW YORK NY 10038
11:56:34 am	LOC	ON	35mph S	1 MANHATTAN BRG & FDR DR N NEW YORK NY 10002
12:01:35 pm	LOC	ON	26mph E	BROOKLYN QUEENS EXPY/BQE/I-278 NEW YORK NY 11205
12:04:55 pm	LOC	ON	51mph NE	BROOKLYN QUEENS EXPY/BQE/I-278 NEW YORK NY 11211
12:06:37 pm	LOC	ON	24mph NE	BROOKLYN QUEENS EXPY/I-278 NEW YORK NY 11222
12:11:39 pm	LOC	ON		NEW YORK NY 11377
12:16:40 pm	LOC	ON	8mph E	NEW YORK NY 11378
12:16:47 pm	LOC	ON	6mph E	NEW YORK NY 11378
12:19:09 pm	LOC	ON	28mph NE	LONG ISLAND EXPY/LIE/I-495 NEW YORK NY 11378
12:20:31 pm	LOC	ON	54mph E	LONG ISLAND EXPY/LIE/I-495 NEW YORK NY 11373
12:21:41 pm	LOC	ON	50mph E	LONG ISLAND EXPY/LIE/I-495 NEW YORK NY 11375
12:26:42 pm	LOC	ON	44mph E	LONG ISLAND EXPY/LIE/I-495 NEW YORK NY 11365
12:31:43 pm	LOC	ON	46mph E	LONG ISLAND EXPY/I-495 LAKE SUCCESS NY 11020
12:36:44 pm	LOC	ON	24mph E	1651 MARCUS AVE & TRYON CT NORTH HEMPSTEAD, TOWN NY 11040
12:41:45 pm	LOC	ON	10mph N	135 DENTON AVE & FALMOUTH AVE NORTH HEMPSTEAD, TOWN OF NY 11040
12:46:46 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
12:51:47 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
12:56:38 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
12:56:48 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
1:01:49 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
1:06:50 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN O NY 11040
1:11:51 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN O NY 11040
1:14:31 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN O NY 11040
1:16:52 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN O NY 11040
1:21:53 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN O NY 11040
1:22:43 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN O NY 11040
1:26:54 pm	LOC	ON		87 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN O NY 11040

Detailed

For 11/19/2008 12:00:00 AM through 11/20/2008 11:59:59 PM

	Event Type	Status	Heading	Location/Message
XES#01 MED 5585				
11/19/2008				
1:29:07 pm	LOC	ON		91 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
1:31:55 pm	LOC	ON		91 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
1:36:56 pm	LOC	ON		91 EASTERN DR & PUBINS LN NORTH HEMPSTEAD, TOWN OF NY 11040
1:41:57 pm	LOC	ON		1693 MARCUS AVE & NEW HYDE PARK RD NORTH HEMPSTEAD, TOWN OF NY 11040
1:43:04 pm	LOC	ON	10mph N	1745 MARCUS AVE & DELAWARE DR LAKE SUCCESS NY 11042
1:43:17 pm	LOC	ON	9mph W	2219 MARCUS AVE & DELAWARE DR LAKE SUCCESS NY 11042
1:45:51 pm	LOC	ON	25mph N	289 LAKEVILLE RD & LAKEVILLE RD LAKE SUCCESS NY 11020
1:46:38 pm	LOC	ON		301 LAKEVILLE RD & S SERVICE RD LAKE SUCCESS NY 11020
1:46:58 pm	LOC	ON	6mph NW	301 LAKEVILLE RD & I-495 (E) LAKE SUCCESS NY 11020
1:51:59 pm	LOC	ON	48mph SW	NEW YORK NY 11364
1:53:10 pm	LOC	ON	62mph SW	GRAND CENTRAL PKY//W & 21 NEW YORK NY 11427
1:57:00 pm	LOC	ON	28mph W	GRAND CENTRAL PKY//W & 15 NEW YORK NY 11367
2:02:01 pm	LOC	ON		VAN WYCK EXPY/I-678 NEW YORK NY 11367
2:07:02 pm	LOC	ON		VAN WYCK EXPY/I-678 NEW YORK NY 11367
2:12:03 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:14:14 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:17:04 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:22:05 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:27:06 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:27:42 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:27:51 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:28:36 pm	LOC	ON		JACKIE ROBINSON PKY//W/INTERBOROUGH PKY NEW YORK NY 11367
2:32:07 pm	LOC	ON	17mph W	METROPOLITAN AVE & UNION TPKE NEW YORK NY 11375
2:37:08 pm	LOC	ON	27mph W	METROPOLITAN AVE & 70TH RD NEW YORK NY 11375
2:42:09 pm	LOC	ON		FLEET ST & GROTON ST NEW YORK NY 11375
2:44:30 pm	LOC	ON		FLEET ST & GROTON ST NEW YORK NY 11375
2:47:10 pm	LOC	ON	6mph N	ALDERTON ST & DIETERLE CRES NEW YORK NY 11374
2:52:11 pm	LOC	ON		ALDERTON ST & YELLOWSTONE BLVD NEW YORK NY 11374
2:57:12 pm	LOC	ON		80TH ST & 78TH AVE NEW YORK NY 11385
3:02:13 pm	LOC	ON		FOREST PKY & PARK LN S NEW YORK NY 11421



Carlstadt
Cliffside Park
Fairview
Guttenberg
West New York
Secaucus
Union City
New York
Hoboken
Queens Blvd
Norman Ave
Dilmors Blvd
Elmhurst Ave
Grand St
Hoyt St
Park Pl
Maple St
Remsen Ave
Pennsylvania Ave
Shore Pkwy E
Linden Blvd
Hollis Ave
Cross Island Pkwy
Plandome
Great Neck
Saddle Rock
Great Neck Plaza
Russell Gardens
Herrick
New Hyde Par
Floral Park
Stewart Manor
Elmont
North Valley Strea
Malverne
Valley Stream
Lynbrook
South Valley Stream
East R
Woodmere
10 km
5 miles

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Mike's Heavy Duty Towing at the present time is able to accept credit cards payments through their Mobile Data Terminals in their tow trucks. This is done by either using the MDT Terminal in the truck and receiving approval or by cell phone back to the dispatch center and receiving approval remotely.

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Michael R. Mazzio

Objective

To obtain a challenging and diversified position, which will allow me to utilize my skills and allow for professional growth. To have the ability to have Mike's Heavy Duty Towing to keep moving forward in the rapid development of the towing and recovery industry. Also to obtain high standards of the automotive repair business to better go all out to make the transportation business a better place.

Experience

1986-Present Mike's Heavy Duty Towing Brooklyn, NY

Owner / Heavy Duty Tow Operator

- Maintaining Heavy Duty Equipment
- Driving Heavy Duty Tow Truck
- Responsible For Day To Day Tow Truck Operations
- Responsible For Filling Out Towing Bills
- Handling Of All Towing Accounts
- Responsible For Accounts Payable And Accounts Receivable
- Responsible For Dispatching Of All Calls
- Diesel Mechanic And Road Service Coordinator
- Responsible For All Inventory
- Responsible For Airbag Recovery
- Customer Relations
- Responsible For Handling Of All Customer Complaints
- Responsible For Releases Of All Trucks
- Transportation Specialist
- Landoll And Lowboy Specialist
- Rotator Specialist
- Snatch Block Scotch Block Chain and Binder Specialist
- Fork Lift Operator
- Crane Specialist
- Highly Diversified Computer Operator
- Specialist In Tracker Management Dispatching
- Specialist In Fleet Director eClient (GPS)
- Specialized Air Compressor License
- FDNY License Approved Torch Operator

Mike's Heavy Duty Towing — Brooklyn, NY

Light/ Medium Tow Truck Operator

- Responsible For Day To Day Tow Truck Operations
- Maintaining Tow Truck Equipment
- Responsible For Making Out Of All Tow Bills
- Customer Relations
- Responsible For Handling Of All Customer Complaints

1982-1986 — First Boston — Manhattan, NY

Office Assistant

- Responsible For The Day To Day Filing Of Documents
- Responsible For Computer Entry
- Responsible For Collection Phone Calls

Education

1973–1980	Elementary School: P.S. 14	Brooklyn, NY
1980-1982	Junior High school I.S. 171	Brooklyn, NY
1982-1986	Forest Hills High School	Queens, NY

Certifications

August 2006	Towing Recovery Association America (TRAA)
July 28, 2006	Empire State Towing Recovery Heavy Duty
July 23, 2006	Empire State Towing Recovery Light Duty Recovery
July 10, 2006	Light Duty Towing & Recovery Course
April 2006	Miller Industry Rotator Certified
October 2000	Wreck Master Recovery Certification
May 12, 1998	Certified CDL

Skills

Heavy Duty and Light Duty Recovery, Lowboy and Flatbed Transportation, Airbag Specialist, Transportation Specialist, Landoll and Lowboy Specialist, Rotator Specialist, Snatch Block and Scotch Block Chain and Binder Specialist, Fork Lift Operator, Crane Specialist, FDNY License Approved Torch Operator, Automotive Repair Specialist, Office Management Specialist , Customer Relation Specialist, Diesel Truck Mechanic Specialist, Specializes in Building and Purchasing Equipment, Specialized Parts Manager, Specializes In Dispatching, Specializes in Account Receivable and Payable, Office Management

Anthony Mazzio

Objective

To obtain a challenging and diversified position, which will allow me to utilize my skills and allow for professional growth. To have the ability to have Mike's Heavy Duty Towing to keep moving forward in the rapid development of the towing and recovery industry. Also to obtain high standards of the automotive repair business to better go all out to make the transportation business a better place.

Experience

1986-Present Mike's Heavy Duty Towing Brooklyn, NY

Owner / Heavy Duty Tow Operator

- Maintaining Heavy Duty Equipment
- Driving Heavy Duty Tow Truck
- Responsible For Day To Day Tow Truck Operations
- Responsible For Filling Out Towing Bills
- Handling Of All Towing Accounts
- Responsible For Accounts Payable And Accounts Receivable
- Responsible For Dispatching Of All Calls
- Diesel Mechanic And Road Service Coordinator
- Responsible For All Inventory
- Responsible For Airbag Recovery
- Customer Relations
- Responsible For Handling Of All Customer Complaints
- Responsible For Releases Of All Trucks
- Transportation Specialist
- Landoll And Lowboy Specialist
- Rotator Specialist
- Snatch Block Scotch Block Chain and Binder Specialist
- Fork Lift Operator
- Crane Specialist
- Highly Diversified Computer Operator
- Specialist In Tracker Management Dispatching
- Specialist In Fleet Director eClient (GPS)
- Specialized Air Compressor License
- FDNY License Approved Torch Operator

References:

Salem Truck Leasing	Penseke Truck Leasing	MTA Bus	Truck King International	Bruno Truck Sales
(718) 649-8400	(718) 995-5104	(718) 995-4595	(718) 894-4843	(718) 965-2000

MARGARET MAZZIO

Objective

To obtain a challenging and diversified position, which will allow me to utilize my skills and allow for professional growth.

Experience

1969-Present Mike's Heavy Duty Towing Brooklyn , NY

Owner/ Cofounder

- Specializes In Dispatch
- Day To Day Operations
- Banking
- Financial Structuring
- Customer Complaint Specialist
- Accounting
- Computer Specialist
- Fleet Director eClient Specialist
- Office Management
- Invoicing
- Filing
- Specialist In Tracker Management Dispatching
-

1956-1957 CF Childs Brokerage Manhattan, NY

Education

Christopher Columbus High School Bronx, NY
Mother Cabrini Middle School Bronx, NY

Skills

To Over See The Daily Operations Of Mike's Heavy Duty Towing, To Handel Banking and Financial Structuring, The Backbone Of A Family Business 24 Hrs., 7 Days A Week And 365 Days A Year,

MIKE'S HEAVY DUTY TOWING INC.
DCA # 1015064
SEGMENT #8

Mike's Heavy Duty Towing — Brooklyn, NY

Light/ Medium Tow Truck Operator

- Responsible For Day To Day Tow Truck Operations
- Maintaining Tow Truck Equipment
- Responsible For Making Out Of All Tow Bills
- Customer Relations
- Responsible For Handling Of All Customer Complaints

Education

1966-1974	Saint Sylvester's Grammer School	Brooklyn,NY
1974-1976	East New York Vocational	Queens, NY

Certifications

August 2006	Towing Recovery Association America (TRAA)
July 28, 2006	Empire State Towing Recovery Heavy Duty
July 23, 2006	Empire State Towing Recovery Light Duty Recovery
July 10, 2006	Light Duty Towing & Recovery Course
April 2006	Miller Industry Rotator Certified
October 2000	Wreck Master Recovery Certification
May 12, 1998	Certified CDL

Skills

Heavy Duty and Light Duty Recovery, Lowboy and Flatbed Transportation, Airbag Specialist, Transportation Specialist, Landoll and Lowboy Specialist, Rotator Specialist, Snatch Block and Scotch Block Chain and Binder Specialist, Fork Lift Operator, Crane Specialist, FDNY License Approved Torch Operator, Automotive Repair Specialist, Office Management Specialist , Customer Relation Specialist, Diesel Truck Mechanic Specialist, Specializes in Building and Purchasing Equipment, Specialized Parts Manager, Specializes In Dispatching, Specializes in Account Receivable and Payable, Office Management

References:

Salem Truck Leasing	Penseke Truck Leasing	MTA Bus	Truck King International	Bruno Truck Sales
(718) 649-8400	(718) 995-5104	(718) 995-4595	(718) 894-4843	(718) 965-2000

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Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Miles Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: International

Model: 4300

Axle Configuration (e.g. 4x4, 6x4): 6x4

GVWR: 25,500 GCWR: _____

Type: ☒ Tow Truck with ☒ Wheel-lift Tow Truck

☐ Flatbed Tow Truck ☐ Other: _____

Description: wrecker.

Lift and tow capability (on-road) 24,000 pounds.

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Independent Boom + wheel-lift

Suitable for towing/recovery operations with (check all that apply)

☒ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☒ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☐ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

NEW YORK STATE REGISTRATION DOCUMENT

TOW
29341TW
2007 INTER [illegible]
TOW WH
025500 D 6 ET147640 FEB 26 2008
Wt/Seats Fuel/Cyl SEM JSBB13
MIKES HEAVY DUTY Expires 02/28/09
TOWING INC >DEMA<
816 LIBERTY AVE 150.75
BROOKLYN NY 11208
ANNUAL CHG
AMT PAID (DYCLASS CHG)
ET147640 VOID IF ALTERED EXCEPT FOR ADDRESS 150.75

PLEASE CHECK NAME(S) LISTED FOR ACCURACY

The name(s) printed below must match the name(s) shown on your registration with regard to spelling and number of characters for the insured vehicle. If they do not match, you may not be able to register your vehicle or may be subject to other action by the DMV. Please contact your agent for information and assistance if the name(s) do not match.

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

7/ (c1)031(qa) (c1b031zb) (c1)031(ca)

FS-20 (4-72) NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
COMPANY CODE 3 2 7
State Farm Fire and Casualty Company
One State Farm Dr
Concordville PA 19339

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
85 1563-B28-82	FEB 28 2008 12:01 a.m.	FEB 28 2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

Applicable with respect to the following Motor Vehicle

Year	Make	
2007	INTERNATL	TOW TRUCK

Vehicle Identification Number 2088-894

AGENT PHONE [illegible]78-6228

FIRE OVL

PLEASE DO NOT FOLD CARD
SEE IMPORTANT MESSAGE ON REVERSE SIDE

4-R
Sys Pends

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Mikes Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: International

Model: 4300

Axle Configuration (e.g. 4x4, 6x4): 6x4

GVWR: 25,500 GCWR: _____

Type: ☒ Tow Truck with ☒ Wheel-lift Tow Truck

☐ Flatbed Tow Truck ☐ Other: _____

Description: wrecker.

Lift and tow capability (on-road) 24,000 pounds.

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Independent Boom + wheel-lift

Suitable for towing/recovery operations with (check all that apply)

☒ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☒ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☐ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

SEE IMPORTANT MESSAGE ON REVERSE SIDE - PLEASE DO NOT FOLD CARD ON THE BARCODE

F3-21

TEMPORARY - NEW YORK STATE INSURANCE IDENTIFICATION CARD

COMPANY CODE 327 — Name of Issuer: STATE FARM FIRE AND CASUALTY COMPANY

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER 085 1501-B28-32 001

MIKES;HEAVY;DUTY
TOWING;INC
816 LIBERTY AVE
BROOKLYN,NY 11208-2410

AGENT: ROBERT J COLARUSSO AGENCY
PHONE# 516-678-6226

EFFECTIVE DATE

This card expires at 12:01 a.m. 60 days after the effective date shown. (Not acceptable to obtain registration after 45 days from effective date.)

NOV-24-2008 12:01 A.M.

TOW TRUCK

ADDRESS OF THE ISSUER

NORTHEASTERN OFFICE
PO BOX 8000
BALLSTON SPA, NEW YORK 12020

Applicable with respect to the following Motor Vehicle

Year Make
2007 INTERNATL 4300 TOW TRK

Vehicle Identification Number

MV-436TR (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
29339TW
2007 INTER NONTRANSFERABLE
TOW WH
025500 D 6 ET147639 FEB 26 2008
Wt/Seats Fuel/Cyl SEM JSBB13
MIKES HEAVY DUTY Expires 02/28/09
TOWING INC >DEMA<
816 LIBERTY AVE 150.75
BROOKLYN NY 11208

ANNUAL CHG
AMT PAID (INCLADD CHG)

ET147639 VOID IF ALTERED EXCEPT FOR ADDRESS 150.75

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Mikes Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: International

Model: 4300

Axle Configuration (e.g. 4x4, 6x4): 6x4

GVWR: 25,500 GCWR: _____

Type: ☒ Tow Truck with ☒ Wheel-lift Tow Truck

☐ Flatbed Tow Truck ☐ Other: _____

Description: wrecker.

Lift and tow capability (on-road) 24,000 pounds.

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Independent Boom + wheel-lift

Suitable for towing/recovery operations with (check all that apply)

☒ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☒ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☐ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

MV-630TR (06/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
29338TW
2007 INTER NONTRANSFERABLE
TOW WH
025500 D 6 ET144978 FEB 19 2008
Wt/Seats Fuel/Cyl NAD JSBB20
MIKES HEAVY DUTY Expires 02/28/09
TOWING INC >DEMA<
816 LIBERTY AVE 150.75
BROOKLYN NY 11208

ANNUAL CHG
AMT PAID (INCL ADD CHG)

ET144978 VOID IF ALTERED EXCEPT FOR ADDRESS 150.75

PLEASE CHECK NAME(S) LISTED FOR ACCURACY

The name(s) printed below must match the name(s) shown on your registration with regard to spelling and number of characters for the insured vehicle. If they do not match, you may not be able to register your vehicle or may be subject to other action by the DMV. Please contact your agent for information and assistance if the name(s) do not match.

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

(o1j031qa) (o1b031zb) (o1j031cn)

FS-20 (4-72) NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
COMPANY CODE 3 2 7
State Farm Fire and Casualty Company
One State Farm Dr
Concordville PA 19339

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
85 1504-B28-32	FEB 28 2008 12:01 a.m.	FEB 28 2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

Applicable with respect to the following Motor Vehicle

Year	Make	
2007	INTERNATL	TOW TRUCK

Vehicle Identification Number
2008-894

AGENT PHONE # (516)678-6226

FIRE OVL

PLEASE DO NOT FOLD CARD
SEE IMPORTANT MESSAGE ON REVERSE SIDE

4-R
Svs Pends

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Mikes Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: International

Model: 4300

Axle Configuration (e.g. 4x4, 6x4): 6x4

GVWR: 25,500 GCWR: _____

Type: ☒ Tow Truck with ☒ Wheel-lift Tow Truck

☐ Flatbed Tow Truck ☐ Other: _____

Description: wrecker.

Lift and tow capability (on-road) 24,000 pounds

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Independent Boom + wheel-lift

Suitable for towing/recovery operations with (check all that apply)

☒ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☒ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☐ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

PLEASE CHECK NAME(S) LISTED FOR ACCURACY

The name(s) printed below must match the name(s) shown on your registration with regard to spelling and number of characters for the insured vehicle. If they do not match, you may not be able to register your vehicle or may be subject to other action by the DMV. Please contact your agent for information and assistance if the name(s) do not match.

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

(01)031qa) (01b031zb) (01)031oa)

FS-20 (4-72) NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
COMPANY CODE 3 2 7
State Farm Fire and Casualty Company
One State Farm Dr
Concordville PA 19339

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
85 1499-B28-32	FEB 28 2008 12:01 a.m.	FEB 28 2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

Applicable with respect to the following Motor Vehicle

Year	Make	
2007	INTERNATL	TOW TRUCK

Vehicle Identification Number

2008-894

AGENT PHONE # (516)576-6226

FIRE OVL

PLEASE DO NOT FOLD CARD
SEE IMPORTANT MESSAGE ON REVERSE SIDE

4-R
Svs Pends

MV-436TT (05/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
29337TW
2007 INTER NONTRANSFERABLE
TOW WH
025500 D 6 ET147638 FEB 26 2008
Wt/Seats Fuel/Cyl SEM JSBB13
MIKES HEAVY DUTY Expires 02/28/09
TOWING INC >DEMA<
816 LIBERTY AVE 150.75
BROOKLYN NY 11208

ANNUAL CHG
AMT PAID (INCL ADD'L CHG)

:T147638 VOID IF ALTERED EXCEPT FOR ADDRESS 150.75

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Mike's Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: International

Model: 4300

Axle Configuration (e.g. 4x4, 6x4): 6x4

GVWR: 25,500 GCWR: _____

Type: ☐ Tow Truck ☐ Wheel-lift Tow Truck

☒ Flatbed Tow Truck ☐ Other: _____

Description: Flatbed with 22 foot steel-bed, with wheel-lift

Lift and tow capability (on-road) 20,000 pounds

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply)

☒ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☒ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☐ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

MV-63ITR (04/07) NEW YORK STATE REGISTRATION DOCUMENT

TOW
29336TW
2007 INTER NONTRANSFERABLE
FLAT WH
025500 D 6 ET144979 FEB 19 2008
Wt/Seats Fuel/Cyl NAD JSBB20
MIKES HEAVY DUTY Expires 02/28/09
TOWING INC >DEMA<
816 LIBERTY AVE 150.75
BROOKLYN NY 11208
ANNUAL CHG
AMT PAID (INCL ADD CHG)

ET144979 VOID IF ALTERED EXCEPT FOR ADDRESS 150.75

PLEASE CHECK NAME(S) LISTED FOR ACCURACY

The name(s) printed below must match the name(s) shown on your registration with regard to spelling and number of characters for the insured vehicle. If they do not match, you may not be able to register your vehicle or may be subject to other action by the DMV. Please contact your agent for information and assistance if the name(s) do not match.

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

(o1j031qa) (o1b031zb) (o1j031ca)

FS-20 (4-72) NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
COMPANY CODE 3 2 7
State Farm Fire and Casualty Company
One State Farm Dr
Concordville PA 19339

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
85 2169-B21-32A	FEB 21 2008 12:01 a.m.	FEB 21 2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

Applicable with respect to the following Motor Vehicle

Year	Make	
2007	INTERNATIO	TOW TRUCK

Vehicle Identification Number 2008-894

AGENT PHONE # (516)678-6226

FIRE OVL

PLEASE DO NOT FOLD CARD
SEE IMPORTANT MESSAGE ON REVERSE SIDE

4-R
Sys Pends

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Mikes Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2008

Make: INTERNATIONAL

Model: 4300

Axle Configuration (e.g. 4x4, 6x4): 6x4

GVWR: 25,500 GCWR: _____

Type: ☐ Tow Truck ☐ Wheel-lift Tow Truck

☒ Flatbed Tow Truck ☐ Other: _____

Description: Flatbed with 22 foot Steel bed with wheel-lift

Lift and tow capability (on-road) 25,000 pounds

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply)

☒ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☒ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☐ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

NEW YORK STATE REGISTRATION DOCUMENT

TOW
29335TW
2008 INTER NONTRANSFERABLE
TOW WH
025500 D 8 EV911555 OCT 03 2008
Wt/Seats Fuel/Cyl DLM NSBA71
MIKES HEAVY DUTY Expires 02/28/09
TOWING INC >DEMA<
816 LIBERTY AVE 150.7!
BROOKLYN NY 11208

ANNUAL CH
AMT PAID (INCL AC

EV911555 VOID IF ALTERED EXCEPT FOR ADDRESS 76.(

PLEASE CHECK NAME(S) LISTED FOR ACCURACY

The name(s) printed below must match the name(s) shown on your registration with regard to spelling and number of characters for the insured vehicle. If they do not match, you may not be able to register your vehicle or may be subject to other action by the DMV. Please contact your agent for information and assistance if the name(s) do not match.

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

99061/01967 (01)031qn (01b031zb) (01)031oq)

FS-20 (4-72) NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
COMPANY CODE 3 2 7
State Farm Fire and Casualty Company
One State Farm Dr
Concordville PA 19339

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 8 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
085 2167-B15-92C	OCT 01 2008 12:01 a.m.	FEB 15 2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

Applicable with respect to the following Motor Vehicle

Year	Make	*REPLACEMENT VEHICLE*
2008	INTERNATIO	TOW TRUCK

Vehicle Identification Number
2008-894

AGENT PHONE # (516)673-6226

FIRE OVL

PLEASE DO NOT FOLD CARD
SEE IMPORTANT MESSAGE ON REVERSE SIDE

25848-4-9
Pol Issue

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Mikes Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2007

Make: PETERBUT

Model: 378

Axle Configuration (e.g. 4x4, 6x4): TRI-Axle

GVWR: 61,000 GCWR: _____

Type: ☐ Tow Truck ☐ Wheel-lift Tow Truck

☐ Flatbed Tow Truck ☐ Other: Heavy Duty

Description: Airbag recovery equipment
side rolling system
air compressor

Lift and tow capability (on-road) 120,000 pounds

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply)

☐ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☐ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☒ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

FS-20 (4-72) NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Issuer

COMPANY CODE 3 2 7

State Farm Mutual Automobile Insurance Company
One State Farm Dr
Concordville PA 19339

An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
69 6474-C21-32C	MAR 21 2008 12:01 a.m.	MAR 21 2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

Applicable with respect to the following Motor Vehicle

Year	Make	
2007	PETERBILT	TOW TRUCK

Vehicle Identification Number
1 2008-894

AGENT PHONE # (516)678-6226

PLEASE CHECK NAME(S) LISTED FOR ACCURACY

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MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

NEW YORK STATE APPORTIONED REGISTRATION CAB CARD

0597573A

This vehicle has been proportionally registered between New York State and the jurisdictions shown bel

ENFORCEMENT/EFFECTIVE DATE	EXPIRES	PLATE NO.	TYPE
04/02/2008	03/31/2009	81944PA	IRP

OWNER (LESSOR)

MIKES;HEAVY;DUTY TOWING;INC

ACCOUNT NO.	FLEET NO.	EQUIPMENT NO.	INSPECTION	AXLES
007263	001	1A	DEMA	3

YEAR	MAKE	BODY TYPE	FUEL/SEATS	HEAVY VEHICLE USE TAX
2007	PETER	TK	D 00	PAID

UNLADEN WEIGHT	COMB/GROSS WEIGHT	VEHICLE IDENTIFICATION NUMBER
35925	61000	

ADMIN. FEES	NYS REG. FEES	OTHER JURIS. FEES	NYS COUNTY USE TAX
2.00	312.12	169.39	.00

TOTAL FEES
483.51

OPERATOR (LESSEE)

MIKES;HEAVY;DUTY TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-

NY	CT	NJ	PA
61000	80000	35925	80000
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THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES
VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

IRP-1TR (5/04)

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: Mikes Heavy Duty Towing

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: 2006

Make: Peterbilt

Model: 378

Axle Configuration (e.g. 4x4, 6x4): Tri-Axle

GVWR: 50 TON **GCWR:** _____

Type: ☐ Tow Truck ☐ Wheel-lift Tow Truck

☐ Flatbed Tow Truck ☐ Other: Heavy-Duty

Description: _____

Lift and tow capability (on-road) 120,000 pounds

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

Suitable for towing/recovery operations with (check all that apply)

☐ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☐ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☒ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

0 [redacted]5A

ER (LESSOR)

:KES;HEAVY;DUTY TOWING;INC

UNT NO.	FLEET NO.	EQUIPMENT NO.	INSPECTION	AXLES
)7263	001	1	DEMA	4

MAKE	BODY TYPE	FUEL/SEATS	HEAVY VEHICLE USE TAX
)06 PETER	TK	D .00	PAID

DEN WEIGHT	COMB/GROSS WEIGHT	VEHICLE IDENTIFICATION NUMBER
8460	62000	

I. FEES	NYS REG. FEES	OTHER JURIS. FEES	NYS COUNTY USE TAX
2.00	317.23	141.17	.00

. FEES
460.40

ATOR (LESSEE)

KES;HEAVY;DUTY TOWING;INC
6 LIBERTY AVE
OOKLYN NY 11208-

W TRUCK THIS CAB CARD MUST BE KEPT IN VEHICLE AT ALL TIMES
R (5/04) VOID IF ALTERED EXCEPT FOR CHANGE OF ADDRESS

ENFORCEMENT/REPORTS DATA

04/02/2008 03, [redacted]009 81693PA

IRP

NY	CT	NJ	PA
62000	62000	62000	62000
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MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

(o1j031qa) (o1b031zb) (o1j031ca)

FS-20 (4-72) NEW YORK STATE INSURANCE IDENTIFICATION CARD

Name & Address of Issuer
COMPANY CODE 3 2 7
State Farm Fire and Casualty Company
One State Farm Dr
Concordville PA 19339

An authorized NEW YORK Insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic law to:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
77 7752-F09-32	JUN 09 2008 12:01 a.m.	JUN 09 2009 12:01 a.m.

(Not acceptable to obtain registration after 45 days from effective date.)

MIKES;HEAVY;DUTY;TOWING;INC
816 LIBERTY AVE
BROOKLYN NY 11208-2410

Applicable with respect to the following Motor Vehicle

Year	Make	
2006	PETERBILT	TOW TRUCK

Vehicle Identification Number

2008-894

AGENT PHONE # (516)678-6225

PLEASE DO NOT FOLD CARD
SEE IMPORTANT MESSAGE ON REVERSE SIDE

4-R
Sys Pends

FIRE OVL

19

19

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

OFFICE STAFF

HELEN MAZZIO

JOE GILLIAN

ELIZABETH RODRIGUEZ

HECTOR DIAZ

MICHAEL A. MAZZIO

MICHAEL R. MAZZIO

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

LIGHT DUTY DRIVERS

Bielawski, Pawel
Lic-
Class-A
DCA-
D.O.B-
Address-

DeJesus, Michael
Lic-
Class- C
DCA-
D.O.B-
Address

Kouassi, Ane Dee
Lic-
Class-A
DCA-
D.O.B-
Address

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

LIGHT DUTY DRIVERS

Powell, Herbert

Class-A

Felicetti, Joseph P.

Class-C

Haroutiounian, Edward

Class-AM

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

LIGHT DUTY DRIVERS

Martinez, Robert
Lic-
Class- C
DCA-
D.O.B-
Address-

Yearwood, Barry
Lic-
Class- C
DCA-
D.O.B-
Address-

Woodley, Preston
Lic-
Class- D
DCA-
D.O.B-
Address-

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

LIGHT DUTY DRIVERS

Tiseo, Albert
Lic-
Class-B
DCA-
D.O.B-
Address-

Moreau, Alphonso
Lic-
Class-C
DCA-
D.O.B-
Address-

Breidenbac, Richard
Lic-
Class-B
DCA-
D.O.B-
Address

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

LIGHT DUTY DRIVERS

Tannenbaum, Joel
Lic-
Class- AM
DCA-
D.O.B-
Address-

Lochan, Brian
Lic-
Class- C
DCA-
D.O.B-
Address-

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

LIGHT DUTY DRIVERS

Przykuta, John
Lic-
Class- B
DCA-
D.O.B-
Address-

Trevlon, David
Lic-
Class- C
DCA
D.O.B-
Address-

Matarzynski, Edward, M
Lic-
Class- C
DCA-
D.O.B-
Address

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

LIGHT DUTY DRIVERS

Alers, Barron
Lic-
Class- A
DCA-
D.O.B-
Address- 1

Vasquez, Carlos Rene
Lic-
Class-C
DCA-
D.O.B-
Address-

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

HEAVY DUTY DRIVERS

Grusel, Anthony
Lic-
Class- A
DCA-
D.O.B-
Address-

McMillian, Andrew R
Lic-
Class- AM
DCA-
D.O.B-
Address-

Mazzio, Anthony
Lic-
Class-AM
DCA-
D.O.B-
Address-

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

HEAVY DUTY DRIVERS

Mazzio, Michael R
Lic-
Class- A
DCA-
D.O.B-
Address- 1

Pagliuca, Stephen
Lic- 2
Class- A
DCA-
D.O.B- C
Address-

Chadwick, Casey
Lic-
Class- A
DCA-
D.O.B-
Address-

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

HEAVY DUTY DRIVERS

Mottley, Ivan
Lic-
Class- A
DCA-
D.O.B-
Address-

Vargus, Luis
Lic-
Class- A
DCA-
D.O.B-
Address-

Vasquez, Jose
Lic-
Class- A
DCA-
D.O.B-
Address-

MIKE'S HEAVY DUTY TOWING
816 LIBERTY AVEUNE
BROOKLYN, NY 11228

TEL: (718)-277-6060
FAX:(718)-827-2677
EMAIL: TOWING@MIKESHDT.COM

HEAVY DUTY DRIVERS

Mazzio, Michael
Lic-
Class- A
DCA-
D.O.B-
Address-

20

Mike's Heavy Duty Towing will, once the Contract is been awarded to them, submit to the Office of Business and Job opportunity of the Port Authority, a plan for the purchasing of equipment and materials from either Minority or Woman certified suppliers. While we cannot state exactly what will be purchased, if the certified suppliers are competitively priced, our company will seek to comply with the guidelines of 12% for MBE's and 5% for WBE's.

We have already obtained a "Mini-Profile" Directory of Minority and Woman Owned businesses from OBJO. Our first purchases most likely would be for uniforms that comply with the specifications in the Solicitation and for safety devices.

21

(21)

ATTACHMENT A2 - Certified Environmentally Preferable Products/Practices

Bidder/Proposer Name: Mike's Heavy Duty Towing Inc Date: 11/24/08

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers must complete this form and submit it with their response, if appropriate. Proposers must submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Proposer implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

N/A Use of corrugated materials that exceed the EPA recommended post-consumer recycled content

N/A Use of other packaging materials that contain recycled content and are recyclable in most local programs

N/A Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return

N/A Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

N/A Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, a description of the practices being followed must be included with the submission.

2. Business Practices / Operations / Manufacturing

Does the Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

✓ Recycles materials in the warehouse or other operations

___ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes

___ Use of energy efficient office equipment or signage or the incorporation of green building design elements

✓ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials

✓ Other sustainable initiative

If yes, a description of the practices being followed must be included with the submission. in transmittal letter

3. Training and Education

Does the Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Proposer conduct environmental training of its own staff?

☑ Yes ☐ No If yes, Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

___ ISO 14000 or adopted some other equivalent environmental management system

___ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

___ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Proposers must attach copies of the certificates obtained.

5. Other Environmental Criteria

Proposers are encouraged to respond to criteria specifically indicated in this RFP as "Management Approach" (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.

Michael Mazzeo Name 11/24/08 Date

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(22)

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date November 21, 2008

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 16876 for TOWING SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

☐ Due back on November 25, 2008, no later than 2:00PM

☒ Originally due on November 25, 2008, no later than 2:00PM

The following changes are hereby made in the documents:

The following information is made available in response to questions submitted by prospective Proposers. It should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposer does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to terms.
The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, orally or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or any resulting contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.
Note: Similar and related questions have been consolidated. Therefore, you should carefully read all questions and responses, as your questions may be answered in a slightly different format than submitted. Responses to questions will be provided through

Addenda to the RFP. All potential Proposers will receive the same comprehensive list of questions and responses.

Q.1. Please clarify who pays for tows for removal of vehicles that take place at the terminals, the patron or the Port Authority?

A.1. Tow fees are normally paid by the patron for those tows. However, there are times, at the discretion of the Port to waive the fee to the patron. That means that the patron doesn't pay the towing fee but the Port Authority will pay the "Tows" rate as entered by the contractor on the cost proposal form.

Q.2. Which tows specifically are covered by the Bid Price of $125.00 or less that is to be paid directly by PANYNJ, that each Bidder is requested to set their own Bid Price on the Cost Proposal Forms.

A.2. This item is specified on page 11 Section 5 entitled "Fees Payable by the Port Authority for Towing Services" paragraph A i. it states "...shall be payable by the Port Authority for automotive towing (equipment not requiring a heavy tow truck), to the Space.". Waiving the fee is at the Port Authority's discretion. As stated above, tow fees are normally paid by the patron. However, there are times, at the discretion of the Port to waive the fee to the patron. That means that the patron doesn't pay the towing fee but the Port Authority will pay the "Tows" rate as entered by the contractor on the cost proposal form.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Mike's Heavy Duty Towing Inc

INITIALED: Michael Mazzi

DATE: 11-24-08

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Priscilla Duncan, WHO CAN BE REACHED AT (212) 435-3946.

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ALL OF OUR EMPLOYEES – 100% - ARE OFFERED TRAINING AT OUR FIRM'S EXPENSE. DUE TO THE FACT THAT MANY OF OUR RECOVERIES INVOLVE COMMERCIAL VEHICLES WE HAVE FOUND IT ADVANTAGEOUS TO EMPLOY PERSONNEL THAT POSSESS COMMERCIAL DRIVER LICENSES. WE SEND ALL OUR OF DRIVERS FOR "WRECKMASTER" TRAINING. WE SEND OUR DRIVERS TO "TRADE SHOWS" SUCH AS THE EMPIRE STATE TOWING ASSOCIATION, WHERE ADDITIONAL TRAINING IS AVAILABLE FOR LOCKOUTS AND ALL TYPES OF RECOVERIES. WE ALSO HOLD IN-HOUSE TRAINING WHERE DIFFERENT TYPES OF RECOVERIES ARE SIMULATED. ALL OF OUR PERSONNEL THAT POSSESS COMMERCIAL DRIVER LICENSES ARE ALSO SENT FOR TRAINING IN THE HANDLING OF HAZARDOUS MATERIALS. WE ALSO SEND OUR DRIVERS FOR TRAINING IN THE OPERATION OF FORK-LIFTS AND PALLET JACKS. WHEN WE OBTAIN NEW TYPES OF EQUIPMENT OUR DRIVERS ARE SENT TO THE EQUIPMENT DISTRIBUTOR FOR TRAINING.

OUR OFFICE STAFF ARE SENT TO BUSINESS TRADE SCHOOLS WHERE THEY SIMULATE DEALING WITH CUSTOMERS AND TO PERFECT BASIC OFFICE SKILLS. DISPATCHERS ARE SENT TO "TRACKER" AND "A-ROAD" SYSTEMS TO LEARN HOW TO USE THE GLOBAL TRACKING SYSTEMS. OUR MECHANICS ARE SENT TO TRADE SCHOOLS TO PROPERLY AND EXPEDITIOUSLY GET MOTORISTS ON THEIR WAY.

THE SATISFACTION OF EVERY CUSTOMER OUR COMPANY DEALS WITH IS OUR HIGHEST PRIORITY. ON AN EQUAL PLAIN IS OUR STRESSING TO ALL EMPLOYEES THAT THERE MUST BE CONTINUED TRAINING OF ALL OF OUR COMPANY'S STAFF. OLD-TIMERS TEACH NEW HIREES, AND EVERYONE ATTENDS CONTINUING EDUCATION CLASSES. FOLLOWING THIS PAGE ARE SOME OF THE TYPE OF CERTIFICATIONS OUR STAFF OBTAIN.

THE NEXT PAGE IS A FLYER THAT IS GIVEN TO EVERY MOTORIST OUR DRIVERS INTER-ACT WITH, AND WE WOULD DO THE SAME WITH PORT AUTHORITY JFK PATRONS. THIS WOULD LESSEN CONSUMER DISPUTES AND PROVIDE A CUSTOMER SERVICE INDEX TO MEASURE OUR PERFORMANCE.

MIKES HEAVY DUTY TOWING INC.
816 LIBERTY AVENUE
BROOKLYN, NY 11208
(718) 277-6060

TOWING RATES

THE RATES THAT YOU ARE CHARGED FOR TOWING, MILEAGE, STORAGE AND ROAD SERVICE ARE NOT SET BY OUR COMPANY. THOSE FEES ARE SET BY LAW FROM THE GOVERNMENT OF THE CITY OF NEW YORK. THE POLICE DEPARTMENT HAS PUT THOSE RATES IN EFFECT AND THEY ARE PRINTED ON THE REAR OF THE "AUTHORIZATION TO TOW" FORM OUR DRIVER WILL ASK YOU TO SIGN.

IF YOUR VEHICLE IS TOWED BACK TO OUR STORAGE FACILITY IT WILL BE SAFEGUARDED UNTIL IT IS REDEEMED. OUR STORAGE FACILITY IS OPEN 24 HOURS A DAY FOR YOU TO BE ABLE TO REDEEM YOUR VEHICLE.

REDEMPTION PAPERWORK

IN ORDER FOR YOUR VEHICLE TO BE RELEASED THE FOLLOWING DOCUMENTATION MUST BE GIVEN TO OUR OFFICE STAFF:

1. COPY OF YOUR TOW RECEIPT;
2. REGISTRATION OR TITLE TO YOUR VEHICLE;
3. DRIVER'S LICENSE FOR I.D. PURPOSES;
4. IF THE VEHICLE IS TO BE DRIVEN AWAY, A CURRENT INSURANCE CARD.

ALL CHARGES MUST BE PAID IN FULL BEFORE YOUR VEHICLE CAN BE REDEEMED, WHETHER IT IS TOWED AWAY OR DRIVEN AWAY. MIKES HEAVY DUTY TOWING ACCEPTS CASH, CREDIT CARDS, COMCHECK, PERSONAL CHECKS IF GUARANTEED, AND BANK DEBIT CARDS.

YOUR INSURANCE COMPANY

IF YOUR INSURANCE COMPANY INTENDS TO REDEEM YOUR VEHICLE PLEASE HAVE THEM CONTACT OUR OFFICE STAFF TO MAKE ALL ARRANGEMENTS TO EITHER SEE THE VEHICLE OR REMOVE IT AFTER PAYING ALL THE CHARGES.

REPAIR TO YOUR VEHICLE

OUR COMPANY HAS THE ABILITY TO MAKE MECHANICAL AS WELL AS AUTO BODY REPAIRS TO YOUR VEHICLE. WE WILL PERFORM NO REPAIR WORK UNLESS YOU AUTHORIZE IT ACCORDING TO THE REGULATIONS OF THE NEW YORK STATE DEPARTMENT OF MOTOR VEHICLES.

WHERE YOUR VEHICLE IS REPAIRED IS UP TO YOU. REPAIRS TO YOUR VEHICLE CAN BE DISCUSSED WITH ONE OF OUR EXPERIENCED SERVICE WRITERS.

TOWING RECOVERY ASSOCIATION OF AMERICA TRAA

Certificate of Achievement

This certifies that

Michael Mazzio

has successfully completed
Level 1, Light Duty Towing and Recovery
of the National Driver Certification Program
and has earned the title of

Nationally Certified Tow Operator

Effective
6/29/2006

Certificate Number
CT # 9729

Sam Brewer
TRAA President

Director of Education

MIKE'S HEAVY DUTY TOWING
DCA # 1015064
SEGMENT #8

047

Police Department City of New York

MIKE'S HEAVY DUTY TOWING INC.
DCA # 1015064
SEGMENT #8

Certificate of Recognition

PRESENTED TO

Michael Mazzio, Jr.

IN RECOGNITION OF YOUR CONTRIBUTION TO THE
NEW YORK POLICE DEPARTMENT'S
JOINT ORGANIZED CRIME TASK FORCE

DECEMBER 8, 1997

CAPTAIN ROBERT CURLEY
COMMANDING OFFICER
JOINT ORGANIZED CRIME TASK FORCE

Advanced Level Light Duty Towing & Recovery

MIKE'S HEAVY DUTY TOWING INC.
DCA # 1015064
SEGMENT #8

049

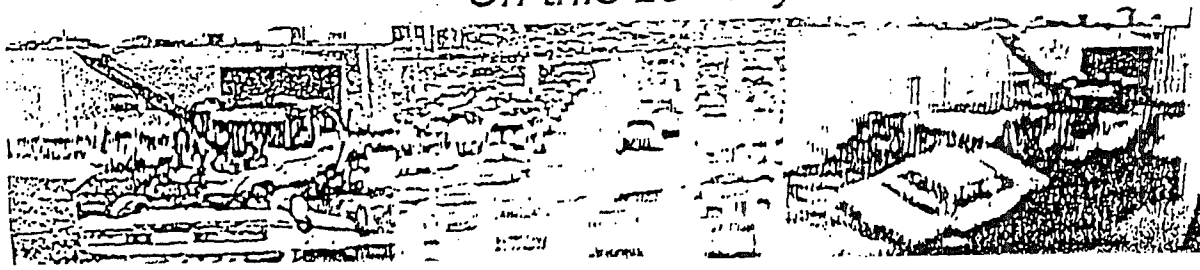
Certificate of Completion

Earned by

Michael Mazzio

For successful completion of Wes Wilburn Consulting Advanced Light Duty Towing & Recovery Hands-On Training Course In conjunction with Empire State Towing & Recovery Association, Inc.

On this 25th day of June 2006



Heavy Duty Towing & Recovery Course

Certificate of Completion

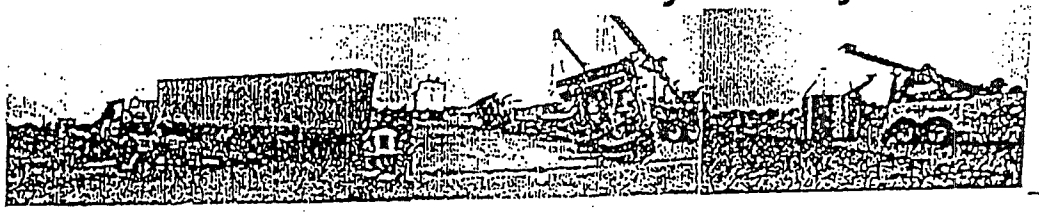
MIKE'S HEAVY DUTY TOWING
DCA # 101506
SEGMENT #8

050

Earned by

Michael Mazzio Jr.

For successful completion of Wes Wilburn Consulting's 16-hour Heavy Duty Towing-Recovery Hands-On Training & Certification Course In conjunction with Empire State Towing & Recovery Association, Inc. On this 23rd day of July 2006



Wes Wilburn

Instructor Wes Wilburn

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Exhibit 1

ACCEPTABLE MODES OF PAYMENT

Name of Proposer: Mike's Heavy Duty Towing Inc.

The Proposer agrees to accept the following modes of payment from patrons for work or services performed under the provisions of this RFP:

1. CASH

☒ Accept ☐ Do not Accept

State any restrictions or limitations

NONE

2. TRAVELERS CHECKS

☒ Accept ☐ Do not Accept

State any restrictions or limitations

photo id required

3. CHECKS

☐ Accept ☒ Do not Accept

State any restrictions or limitations

4. CREDIT/DEBIT CARDS

☒ Accept ☐ Do not Accept

☐ American Express ☐ Diners ☐ Discover

☒ Master Card ☒ Visa ☐ Other _____

State any restrictions or limitations

Cardholder must be present

(9)

MIKE'S HEAVY DUTY TOWING INC.
816 LIBERTY AVENUE
BROOKLYN, NY 11208
www.mikeshdt.com
718 – 277-6060
Fax: 718-827-2677

November 23, 2008

IT IS CERTIFIED THAT THE PRESENT FINANCIAL CONDITION OF MIKE'S HEAVY DUTY TOWING INC. AS A BIDDER ON THIS SOLICITATION, IS AT LEAST AS GOOD AS THAT SHOWN ON THE BALANCE SHEET AND INCOME STATEMENT THAT IS BEING SUBMITTED WITH OUR COMPANY'S RESPONSE TO THIS SOLICITATION PACKAGE.

Very truly yours,

Corporate Seal

Michael Mazzio

Mike's Heavy Duty Towing Inc.
By: Michael Mazzio
Vice President

CHASE

JPMorgan Chase Bank, N.A.
3380 FULTON ST
BROOKLYN, NY 11208

11/24/2008

Dear Sir or Madam:

As requested by Mike's Heavy Duty towing inc the following information is provided from our records:

Type of Acct: Line of Credit
Date opened: 11/19/1999
Current Bal: $150,000.00

Regards,

Yesenia Bethancourt
Assistant Branch Manager

THE PORT AUTHORITY OF NY & NJ

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

REQUEST FOR PROPOSAL
(RESOLICITATION)

TITLE: TOWING SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

NUMBER: 16876

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

QUESTIONS SHOULD BE SUBMITTED BY: November 14, 2008 TIME: COB

PREPROPOSAL MEETING: November 13, 2008 TIME: 10:00 AM

PROPOSAL DUE DATE: November 25, 2008 TIME: 2:00 PM

BUYER NAME: Priscilla Duncan

PHONE#: (212) 435-3946
FAX#: (212) 435-3959
EMAIL: PDUNCAN@PANYNJ.GOV

11/3/2008

ON-AIRPORT TOWING SERVICES AND MOTORIST ASSISTANCE SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

REQUEST FOR PROPOSAL

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PART I – Contract Specific Terms and Conditions for Facility Services
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10. The Port Authority of New York and New Jersey Air Terminal Rules and Regulations (available upon request)

1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

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

The Port Authority of New York and New Jersey ("Port Authority" or "the Authority") is a corporate and public entity created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States. The Port Authority is a financially self-supporting public agency that receives no tax revenues from any state or local jurisdiction and has no power to tax. It relies almost entirely on revenues generated by facility users, tolls, fees, and rents. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including, but not limited to, three major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the Port Authority Trans-Hudson (PATH) rapid rail transit system, the Hoboken-lower Manhattan ferry service, and certain New York-New Jersey port facilities and the World Trade Center Site and Transportation Hub.

The Port Authority is hereby seeking proposals from qualified firms to provide light through heavy duty towing, vehicle impound services and motorist assistance for the Port Authority's towing program at John F. Kennedy International Airport as more fully described herein.

B. Brief Summary of Scope of Work

As the operator of John F. Kennedy International Airport (herein referred to as the "Airport"), the Port Authority is committed to providing the highest level of service to our customers. To assist it in doing so, the Port Authority is seeking qualified firms to provide on-site Towing Services at the Airport and to furnish all labor, supervision, uniforms, equipment, including materials and supplies, and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of the Contract.

The Port Authority is seeking firms that will take a leading role, proactively identifying opportunities to enhance service, including through the use of technology, with the intent of making the Airport recognizable as welcoming, innovative and customer service driven. The firm(s) selected to provide Towing Service must furnish staff who are qualified to operate a tow truck, highly motivated to serve travelers, who will welcome Airport customers with a smile, and who will assist travelers who are lost, confused, uncertain or in distress, they will also assist the Port Authority in the event of emergencies and coordinate activities with airline frontage and ramp management when appropriate. The Port Authority will conduct surveys of airport customers and mystery shop the services provided through the Towing Service to assess the quality of service provided by the selected firm(s). Such efforts are intended to, among other things,

assist the Port Authority in determining the Contractor's adherence to Port Authority Standards.

It is anticipated that the Contractor will have a minimum period of thirty (30) calendar days from the date of the Contract award to the commencement date of the Contract to prepare and provide the Towing and Motorist Assistance Services required hereunder, including but not limited to, procurement of all necessary labor and supervision, training, vehicles, equipment and uniforms.

C. Deadline for Receipt of Proposals

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

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

D. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and ten (10) double-sided copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

E. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer at the address or facsimile number listed on the cover page no later than 3:00 p.m. (EST) on November 14, 2008.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

F. Proposal Acceptance or Rejection

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

G. Union Jurisdiction

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

H. City Payroll Tax

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

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

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph entitled "Sales or Compensating Use Taxes", in the "Standard Contract Terms and Conditions" included herein, does not apply to these taxes.

I. Pre-Proposal Meeting(s)/Site Inspection(s)

A Pre-Proposal Meeting/Site Inspection is scheduled for A Pre-Proposal Meeting is scheduled for November 13, 2008: (a) 10:00 a.m. at John F. Kennedy International Airport, Building 14, Conference Room D, 2nd

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

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance. Those interested in attending shall RSVP to Ronnie Bendernagel at (718) 244-4101 no later than 12 noon (EST) of the business day preceding the scheduled date to confirm their attendance and/or receive traveling directions.

J. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate number of services provided at John F. Kennedy International Airport. The Port Authority makes no representation, guarantees or warranties that the estimated numbers provided herein are accurate or complete, or that they will constitute the amounts of services required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom. This information is included in Exhibit 4 entitled "Towing Service and Motorist Assistance Level of Activity 2003-2007"

K. Additional Proposer Information

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at: http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html

2. SCOPE OF WORK

The full scope of work and description of services to be provided under this Contract are set forth in detail in Attachment B, Part I Contract Specific Terms and Conditions for Facility Services.

3. PROPOSER PREREQUISITES

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

A. The Proposer shall have had at least three (3) years of continuous experience immediately prior to the date of the submission of its proposal in the management and operation of a vehicle towing, storage and emergency

assistance business and is actually engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.

B. During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least three (3) contracts for general towing services and that it has operated a minimum fleet of five (5) trucks.

C. In the event a Proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows: The prerequisites in subparagraph (A) and (B) above, will be considered satisfied if a joint venture itself, or any of its participants individually, can meet the requirements. If a joint venture which has not been established as a distinct legal entity submits a Proposal, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the Proposal and do each act and thing required by this Request for Proposal. On the original Proposal and whatever else the Proposer's name would appear, the name of the joint venture should appear if the joint venture is a distinct legal entity. If the Proposer is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Proposers must provide documentation of their legal status.

To enable the Port Authority to evaluate the Proposer's experience and performance as required by these prerequisites, the Proposer must complete and submit as many pages as necessary of Attachment A1-Proposer Reference Form.

It should be noted that a determination that a Proposer meets the prerequisites is no assurance that the Proposer will be deemed qualified in connection with other Proposal requirements included herein.

4. FINANCIAL INFORMATION

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

A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer's most recent fiscal year.

(2) Where the certified financial statements in (1) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.

(3) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (1) and (2) above, then financial statements containing such information prepared directly by the Proposer may be submitted; such financial statements, however, must be accompanied by a signed copy of the Proposer's most recent Federal income tax return and a statement in writing from the Proposer, signed by an executive officer or his/her designee, that such statements accurately reflect the present financial condition of the Proposer.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.

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

5. EVALUATION CRITERIA AND RANKING

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

A. ***Cost of Proposal***.
The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. *Management Approach and Customer Service Plan*

- Quality and professionalism of the towing and motorist assistance services the Proposer is offering above the minimum requirements stated herein including the ability to handle a significant volume of towing and motorist assistance services while providing superior customer service, knowledge and skills of towing staff, and management capabilities of the firm including communications, data collection and analysis, employee background checks, CDL record keeping including random drug/substance abuse testing programs, billing and record keeping. The Proposer's quality of M/WBE subcontracting Plan and completeness of their Certified Environmentally Preferable Products/Practices Form. This includes the degree and extent to which the Proposer demonstrates its commitment to recruit, train, and motivate employees to interact with customers.
- The quality and effectiveness of the Proposer's customer service plan and the extent to which it meets or exceeds the Port Authority Customer Service Airport Standards.

C. ***Technical Expertise, Experience of Proposer, Financial Capability and the Proposer's Capability to Meet the requirements of this RFP, including but not limited to items such as:***

Quantity and quality of towing and related equipment including the number, type and model year of the tow trucks that it plans to use in the towing service. This includes any special features that would enable it to provide superior customer service.

D. ***Staffing Management***

- Proposer's ability to assure all business is accurately accounted for; that all services provided are recorded; to demonstrate that all payments due to the Port Authority and/or Contractor are actually and accurately rendered, and that timely and accurate reports are provided to the Agency to allow the contract administrator to audit the contract.

- The Proposer's training and safe work environment plans for this Contract.

E. ***Background Check Plan***

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

6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such

firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the all purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

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

(a) African-American persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Latino Americans of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

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

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

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

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

1) Dividing the services and materials to be procured into small portions where feasible;
2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;

4) Ensuring that provision is made for timely progress payments to the M/WBEs and;

5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, which may be downloaded at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html.

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

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan including estimated cost of services.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to https://panynjprocure.com/VenLogon.asp to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

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

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business and Job Opportunity ("OBJO"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at http://www.panynj.gov/DoingBusinessWith/economic/html/objo.html. In

addition, to update your certification file and to advise OBJO of changes to any information, please email these changes to OBJOcert@panynj.gov . Credit

toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their proposal, Attachment A2 - Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

a. **"Recovered Material"** shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. **"Post-consumer Material"** shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. **"Pre-consumer Material"** shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

d. **"Recycled Product"** shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.

e. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

f. **"Waste Reducing Product"** shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

8. PROPOSAL SUBMISSION REQUIREMENTS

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

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

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

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

(6) Copy of Department of Consumer Affairs license under the proposers name and if the name changed, the prior expired license as well.

B. Executive Summary

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

C. Agreement on Terms of Discussion

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

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

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Section III in Part II of Attachment "B" of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan to the fullest extent permitted by law, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited, to the following:

The length of time researched for the identity check/background screening on all new hires, which shall be for a minimum of ten (10) years of employment history or verification of what an employee documented they have done in the last ten (10) years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

F. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein. The Proposer shall complete Attachment A1- Proposer Reference Form as included herein.

G. Proposal

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

1. Cost and payment information: Attachment B Part III "Cost Proposal Forms" detailing the Fees Payable to the Contractor by the Port Authority for all listed services ordered by a duly authorized Port Authority representative and Global Positioning Equipment Purchase and Maintenance All services must be priced.

2. Quality and professionalism information:
   a. The Proposer shall include completed Towing and Motorist Assistance (as defined herein) Key Quality Factors Statement (Exhibit 3) and Proposer Reference Form (Attachment A1).
   b. Technical Expertise, Experience of Proposer/Personnel – The Proposer shall describe in detail its experience, including relevant contracts performed during the last five (5) years, its financial capability, management structure and proposed staffing, including resumes, M/WBE Participation Plan (in accordance with the Section of this RFP entitled "M/WBE Subcontractor Provisions") and other supporting documentation demonstrating its ability to perform the work. The M/WBE Plan should indicate approved vendors and estimated subcontract costs.
   c. The Proposer should submit Payroll Records to establish their present level of staffing.
   d. The Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at John F. Kennedy International Airport, including how it will determine and maintain performance measurements.
   e. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:
      - Their length of service with the firm
      - The anticipated function of each person on the Contract
      - A summary of the relevant experience of each person listed

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

f. The Proposer shall submit a management, operational and administrative plan, which should include, but not be limited to, the following:

(1) The Proposer shall provide as part of its Proposal the mission statement that it will implement for this Contract as it relates to superior customer service.

(2) The Proposer shall describe how employees will be recruited, hired, trained and retrained. The topics to be covered under both the original and refresher training should be presented in outline form.

The Proposer shall specify what it considers an acceptable employee turnover rate for this Contract. The Proposer shall submit a description of the incentive program it plans to institute (i.e., including but not limited to, team incentives, accumulated incentives, promotion and ad hoc incentives, and recognition awards), as well as progressive disciplinary procedures for supervisory and non-supervisory staff. The Proposer shall include with its Proposal the amount it plans to contribute for each Contract Year to its employee incentive program.

(3) The Proposers shall describe its proposed staffing plan (drivers/dispatchers) that would be required to provide the level of service as described in Exhibit 5 and within the response time as described in Attachment B, Part I, Section 2 "Description and Types of Services Requested", Paragraph N. It should show that at least one driver has a valid CDL license on each shift.

(4) The Proposer shall provide, consistent with Exhibit 10 – "Airport Standards Manual", information as to how it plans to implement and enforce customer service standards, including, but not limited to, the following areas: Customer Interaction; Appearance and Uniforms; and Public and Employee Safety.

(5) The Proposer shall provide as part of its response, as it relates to customer care, a complete description of how it will measure its performance against the standards established for this Contract, including but not limited to, how often the evaluations will be performed, who will perform the evaluations and what will be done with the information once the evaluations are completed. Evaluations should cover both supervisory and non-supervisory staff. The Proposer shall also describe how it will communicate and reinforce these standards, as well as how it expects to obtain feedback from its employees with regard to them.

(6) The Proposer should feel free to submit any innovative ideas, concepts or procedures, along with any new technology, that

would enhance its ability to provide the highest possible quality of customer care.

3. The Proposer shall submit information regarding the quantity, quality, condition and age of the equipment available to meet the needs for towing and motorist assistance services and shall include a completed Towing/Recovery Equipment Inventory (Exhibit 2).

4. The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

> The length of time researched for the identity check/background screening on new hires, shall be at a minimum of ten (10) years of employment history or verification of what an employee documented they have done for the last ten (10) years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

5. The Proposer shall submit sample reports from the Proposer's Management Information System demonstrating tracking of payments and vehicle storage for Auditing purposes.

6. The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

H. Acknowledgment of Addenda

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

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at http://www.panynj.gov/DoingBusinessWith/contractors/html/current.php and download any addenda that might have been issued with this solicitation.

I. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment B, Part II Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical

requirements and are agreed to by the Proposer and the Port Authority.

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

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

A. Changes to this RFP

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

B. Proposal Preparation Costs

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

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

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right.

E. Subcontractors

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

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include

in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

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

H. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Purchases of services and tangible property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the contractor's towing services under this contract is exempt from Taxes. Accordingly, the contractor must not include Taxes in the price charged to the Port Authority for the contractor's services under this Contract.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port

Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information

contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

(3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefore (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at *http://www.panynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html*, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

_____
(Company)

_____
(Signature)

_____
(Title)

_____
(Date)

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

ATTACHMENT A1

PROPOSER REFERENCE FORM

Name of Proposer:_____

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date(s):_____
Contract cost:_____
Description of work:
_____
_____
_____

Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date(s):_____
Contract cost:_____
Description of Work:
_____
_____
_____

Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date (s):_____
Contract cost:_____
Description of Work:
_____
_____
_____

ATTACHMENT A2 - Certified Environmentally Preferable Products/Practices

Bidder/Proposer Name: _____ **Date:** _____

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Proposers **must** complete this form and submit it with their response, if appropriate. Proposers **must** submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Proposer implemented any of the following environmental initiatives? **(A checkmark indicates "Yes")**

____ Use of corrugated materials that exceed the EPA recommended post-consumer recycled content

____ Use of other packaging materials that contain recycled content and are recyclable in most local programs

____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return

____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

If yes, a description of the practices being followed must be included with the submission.

2. Business Practices / Operations / Manufacturing

Does the Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? **(A checkmark indicates "Yes")**

____ Recycles materials in the warehouse or other operations

____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes

____ Use of energy efficient office equipment or signage or the incorporation of green building design elements

____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials

____ Other sustainable initiative

If yes, a description of the practices being followed must be included with the submission.

3. Training and Education

Does the Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Proposer conduct environmental training of its own staff?

☐ Yes ☐ No If yes, Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? **(A checkmark indicates "Yes")**

____ ISO 14000 or adopted some other equivalent environmental management system

____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Proposers must attach copies of the certificates obtained.

5. Other Environmental Criteria

Proposers are encouraged to respond to criteria specifically indicated in this RFP as "Management Approach" (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.

_____ _____ **Name** _____ **Date**

CONTRACT TERMS AND CONDITIONS FOR FACILITY SERVICES
ATTACHMENT B

ON-AIRPORT TOWING SERVICES AND MOTORIST ASSISTANCE AT JOHN F. KENNEDY INTERNATIONAL AIRPORT

CONTRACT SPECIFIC TERMS AND CONDITIONS

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ATTACHMENT B
PART I
CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES

Section 1. GENERAL AGREEMENT

The Contractor hereby agrees to provide and perform the On-Airport Tow Services and Motorist Assistance services hereinafter referred to as the "Service" at John F. Kennedy International Airport (hereinafter referred to as "JFK Airport"), located in Jamaica, New York. The Contractor will furnish all supervision, operation and tow equipment/vehicles for the Service and labor, supervision, uniforms, equipment, materials, supplies and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of the Contract and any future changes therein. The Contractor further agrees to assume and perform all other duties and obligation imposed upon it by this Contract.

The Port Authority as the operator of JFK Airport is seeking a Contractor to provide the above described services. The Contractor will charge the fees set forth in this Contract. For services arising out of vehicle storage at the Space, as defined below, the Contractor will collect fees from the patron and all fees collected will be passed through to the Port Authority in accordance with Section 4 herein entitled "Fees Payable by Patron for Towing Services." For services ordered by the Port Authority that do not arise out of vehicle storage at the Airport, fees shall be payable to the Contractor by the Port Authority in accordance with Section 5 herein entitled "Fees Payable by the Port Authority for Towing Services". The Total Monthly Fee paid to the Contractor by the Port Authority will consist of fees payable by the Port Authority for Towing Services, GPS Fees and Extra Work, if necessary, as described in Section 6 herein entitled "Billing and Payment Provisions" less the Fees collected from the Patrons for storage of their vehicles at the Space as described in Section 4 "Fees Payable by Patron for Towing Services", Paragraph A iii.

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 or 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.

Specific Definitions:

A. The term "**Abandoned Vehicle**" shall mean any vehicle left on Port Authority property without any license plates; any vehicle left unattended for such a period of time that it interferes significantly with the operation of an active public or restricted roadway; any vehicle left unattended beyond allowable time limits as determined by the Airport Manager or a designated representative in an area where unauthorized parking is expressly prohibited; any vehicle left without any authorization for a period in excess of twenty-four (24) hours in any public

parking area not controlled by meters or parking regulations, or for a period of thirty (30) days when parked in a pay lot operated by the Port Authority or its designated agent; non-motorized equipment (including but not limited to containers, pallets, skids and dollies) left from Aeronautical Area.

B. The term "**Airport**" or "**Facility**" shall mean John F. Kennedy International Airport, located in Jamaica New York and shall include lands contiguous thereto, which may have been heretofore or may hereafter be acquired by the Port Authority to use for general public transportation and air terminal purposes.

C. **"Authorized person"** as used hereunder shall mean the person who received authority from the Airport Manager for the Port Authority at the Airport, or a designated representative. The Contractor shall require said authorized person to execute a form acknowledging receipt of said care, a true copy of which shall be supplied to the Port Authority.

D. **"Basic Lease"** shall mean the agreement made between the Port Authority and the City of New York dated November 24, 2004, as the same from time to time may have been or may be amended or supplemented, by which LaGuardia and John F. Kennedy International Airports were leased by the City of New York to the Port Authority which agreement was recorded in the Office of the Register of the City of New York, County of Queens, on November 24, 2004 in Liber 5402 of Conveyances, on page 319 et seq.

E. **"Drop Fee"** shall mean when a vehicle is hooked-up at the request of a duly authorized Port Authority or airline representative, but released before aided vehicles reaches its final destination. Within the Central Terminal Area, the release needs to occur prior to leaving the quadrant.

F. **"Flatbed Tow Truck"** shall mean specially designed trucks used for transporting cars or trucks on the body of the tow vehicle. Operators lower the truck bed to the ground, winch disabled vehicle onto the bed, and then raise the bed for driving.

G. The term "**Impound**" shall mean a vehicle may be impounded (taken and held in custody for safekeeping) if it is on Port Authority property and the vehicle is reasonably believed to be Abandoned as defined in paragraph A, above; reasonably believed to be directly involved in a crime (stolen and listed in a police alarm, used in the commission of a crime); vehicles that are not road worthy; involved in an accident where there is a fatality or a potential fatality; immobile because the driver or any designated licensed passenger is incapable of driving or if the driver is arrested or unlicensed and arrangements cannot be made for a licensed operator designated by the owner to remove the vehicle from the Space within thirty (30) days. The impounding of a vehicle is at the direction of the Port Authority Police. The location of the Impound Lot is Building 254 on Airport property.

H. The term "**Port Authority**" or "**Authority**" shall mean The Port Authority of New York and New Jersey.

I. The "**Space**" shall mean the area that is furnished to the Contractor for administrative office purposes and for the storage of the Contractor's equipment, materials and supplies. The lot contiguous to the Space is also included and is for

the purposes of storage of vehicles towed under this contract. The Space is located at Building 206 on the Airport.

J. "**Tow Truck**" shall mean specially designed trucks equipped with a hook and sling that the operators use to raise one end of a disabled vehicle for towing.

K. "**Towing**" shall mean the disabled vehicle is typically on the airport and hook-up is all that's required. Towing includes attaching steering locks, chains, tiedowns, or other safety devices to assure the towed vehicle cannot be separated from the tow vehicle, and lights on the disabled vehicle so they can be moved safely in accordance with traffic laws of New York, as well as the best recommended practices of the towing industry.

L. The term "**Unattended Vehicle**" shall mean a vehicle left on the airport terminal frontage without a driver or passenger in the vehicle rendering it to be unable to relocate.

M. **"Vehicle"** shall mean

Light: Vehicle up to 4,500 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

OR

Medium: Any Vehicle between 4,500 and 10,000 lbs.

OR

Heavy Duty: 2 or more Axles or any vehicle over 10,000 lbs.

N. "**Vehicle Violation**" as used herein shall include, but not be limited to, unattended vehicles on terminal frontage, parking on roadways, illegal parking and any other violation of the Airport Rules and Regulations.

O. "**Wheel-lift Tow Truck**" shall mean a specially designed truck that uses hydraulic power and/or winches to lift two or more wheels on one or more axles for towing by directly raising the tire/wheel assemblies on the towed vehicle.

P. "**Wrecker**" means a motor vehicle with hoisting apparatus and/or other special equipment designed and used for towing or carrying wrecked or disabled vehicles or freeing vehicles stalled or stuck in snow, mud, or sand. As used in this document, wrecker specifically includes "Tow Truck", "Wheel-lift Tow Truck", "Flatbed Tow Truck", and all other vehicles and equipment especially designated for towing or recovering vehicles.

Regardless of type, all tow vehicles shall be equipped with emergency lighting including SAE approved amber warning lights, high mounted turn, stop, tail, marker and identification lights and work lights to facilitate hookup and recovery.

In all cases, operators attach steering locks, chains, or lights to disabled vehicles so they can be moved easily.

Section 2. DESCRIPTION AND TYPES OF SERVICES REQUESTED

A. The Contractor agrees to provide Towing Services and Motorist Assistance services at JFK including labor, supervision, uniforms, equipment, material and supplies, and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of this Contract. The Contractor shall provide the following:

(1) Towing and Motorist Assistance - A service consisting of (i) towing disabled automotive vehicles to the "Space" as defined in Section 26, or an on-airport service station, at the request of the owner or operator of such vehicle, (ii) short term storage thereof at the Space and/or, (iii) assisting customers with flat tires, battery boosts, overheats, out of gas, and lockouts said service for purposes of this Contract being herein after called "Motorist Assistance".

(2) Towing/Facility Service - A service consisting of towing at the request of the Port Authority of abandoned or disabled automotive vehicles on the Airport, or vehicles parked in violation of the Port Authority's Rules and Regulations, to the location on the Airport specified by the Port Authority (including the Space) and short term storage thereof at the Space, said service being herein called "the Emergency Service"; relocation of vehicles in parking lots; all of the foregoing services set forth in subdivisions (a)(1) and (a)(2) being sometimes hereinafter called "the Facility Service".

(a) Vehicle Towing: Towing of vehicle not requiring a heavy tow truck to the Space.
(b) Aeronautical Tow: Towing of motorized and non-motorized equipment (including but not limited to container pallets, skids and dollies) from the Aeronautical Area to the Space.
(c) Drop: When a vehicle is hooked at the request of a duly authorized Port Authority or airline/terminal representative, but released by a duly authorized Port Authority representative before a towed vehicle reaches its final destination.
(d) Relocation within Airport Parking Lot: Relocation of a vehicle or equipment within the airport parking lot. A higher fee for the relocation of a vehicle that the manufacturer recommends be moved by a flatbed truck. (The Contractor is to establish and keep current a list of those vehicles that require this type of tow for Facility approval.
(e) Relocation from the Space to PAPD Impound Lot: Removal of unclaimed vehicle or equipment from Space after 30 days to Building 254 Impound Lot.
(f) Standby: Light/Medium (tow equipment) duty capability required to tow cars, vans, etc. (i.e., outside of the services described above.) Calculation of hourly rate shall commence at the time that the Contractor's towing equipment arrives at the requested location until such time that a duly authorized representative of the Port Authority releases the Contractor's towing equipment.
(g) Heavy Duty Tow (HDT): Service to tow trucks, buses etc.

B. The Contractor shall use such roads, route ways and other areas at the Airport as may from time to time be designated by the Airport Manager for use in connection with the Towing Service to be provided by the Contractor hereunder.

C. The Vehicles to be used by the Contractor in furnishing the Facility Service shall include light duty vehicles for cars, SUV's pickup and vans, medium duty for straight trucks, heavy duty vehicles for combination units, the foregoing vehicles being herein called "the tow trucks". The required levels of trucks are specified in Exhibit 7. All vehicles shall be radio and GPS-equipped and painted in such colors, shall bear such inscriptions and signs on the inside and outside thereof and shall have such lights as the Port Authority shall from time to time and at any time prescribe, the Port Authority agreeing that if there are any colors that the Contractor uses in its operations generally, said colors may be used with Port Authority approval. The Contractor agrees that the tow trucks shall be of a type and shall be so adapted, constructed and equipped as to properly fulfill the requirements of the Facility Service. Without limiting the foregoing, the tow trucks shall contain such automotive equipment as is appropriate or necessary for performing motorist assistance to disabled vehicles and for performing a safe and proper towing operation including towing operations in those enclosed portions of the Facility having eight foot ceilings. The tow trucks shall carry two-way radio equipment, as described herein, tuned to a frequency which would enable it to maintain contact with the other vehicles as well as with the Dispatcher and such communication shall be maintained at all times. Such radio equipment will be required to be maintained as described herein. In addition, the tow trucks will be equipped with Global Positioning Satellite (GPS) technology in order for both the Contractor and the Authority to track the equipment. Such equipment will be required to be maintained pursuant to Section 27. All trucks shall be registered under New York State law, be licensed by NYC Consumer Affairs and posses a valid medallion, and shall be approved by the Port Authority prior to its use in the Facility Service. The Contractor shall at all times keep the Tow Trucks and all other equipment used in the Service clean and in first class order, maintenance and appearance. All trucks must be equipped with the ability to accept all major credit cards at no additional cost to the Authority.

D. The Port Authority shall have the right, at any time, and as often as it may consider it necessary, to inspect the tow trucks, all other equipment to be furnished or used by the Contractor and any activities or operations of the Contractor herein. Upon request of the Port Authority, the Contractor shall operate or demonstrate any vehicles, machines or equipment owned by or in the possession of the Contractor at the Airport, or to be placed or brought on the Airport, and shall demonstrate any activity being carried hereunder by the Contractor. Upon notification by the Port Authority of any deficiency in any tow truck or any other item of equipment used by the Contractor in its operation hereunder, the Contractor shall immediately withdraw the same from service, and immediately provide a substitute satisfactory to the Airport Manager until the deficiency is corrected. In the event of permanent removal, the Contractor shall replace said removed tow truck, machine or item of equipment, with another vehicle, machine or item of equipment of substantially the same capacity and type as the one removed.

E. Charges payable by the patron for services shall be made in accordance with the fees set forth in the Section 4: Fees Payable By Patrons for Services. The Contractor shall post such fees if so directed by the Port Authority, from time to time and at any time, at locations designated by the Port Authority. In addition, fees shall be posted in tow trucks and at the Space. The Contractor agrees to adhere to the fees stated in the aforesaid schedules.

F. During all times, the tow trucks shall be stationed at the Space and there shall also be located and operated at the Space radio equipment which shall permit the Contractor to maintain radio communication with the tow trucks. The Contractor shall also have radio equipment permitting the Contractor to maintain radio communication service with the tow trucks on a seven (7) day a week, twenty-four (24) hours a day basis. The Contractor shall maintain telephone service at the Space. The telephone number shall be displayed on the tow trucks for the public to call for Motorist Assistance.

G. With respect to the Motorist Assistance, upon receipt of a call, the Contractor will dispatch a tow truck to the location at the Airport of the disabled vehicle. The Contractor shall clean up any oil, grease or other refuse at the area of the repairs and remove the same therefrom. If the patron requests, the Contractor shall tow said vehicle to the Space (or an on-Airport service station) from which place the patron may arrange for further towing service.

(1) At the oral direction of the Airport Manager or his authorized representative, the Contractor will promptly provide to the Port Authority tow trucks for use in an emergency. An emergency as used hereunder shall mean any situation at the Airport, which the Airport Manager or his authorized representative determines to be an emergency. The Port Authority may have a representative in the tow truck(s) and the Contractor shall require its drivers to comply with the directions of said Port Authority representatives. The Contractor agrees that the Port Authority may use the tow trucks 24 hours a day and for such number of consecutive days as the Port Authority may require. The Contractor agrees that it shall have at all times drivers available who shall operate the tow trucks to be used in the emergency service. The Contractor also agrees that it shall have a sufficient number of drivers available so that rested drivers will be available at all times and so that no driver would be required to work more than a period of 12 consecutive hours without Port Authority approval. During the Emergency Service, the Port Authority shall have the right to use the radio equipment therein.

(2) With respect to the Emergency Service, upon receipt of a call from the Port Authority's Operations Control Center at the Airport, or from such other office as may from time to time be designated by notice from the Port Authority, the Contractor will dispatch the tow truck to the location at the Airport as directed by the Port Authority in its call. The Contractor will pick up any vehicle designated by the Port Authority to be picked up but only if a representative of the Port Authority is present. The Contractor shall require its drivers to comply with the directions of said Port Authority representatives. The Contractor shall tow said vehicle to a Port Authority location, if the Port Authority representative so requires or otherwise to the Space. If the vehicle is towed to the Space, the Contractor shall keep and store said vehicle therein

until the same is delivered to "an authorized person", as herein defined, or to the Port Authority, as hereinafter provided, in the presence of and as directed by a police officer or other Port Authority representative. When the Contractor picks up and tows away a vehicle, and when the Contractor surrenders a vehicle to an authorized person or to the Port Authority, it shall execute and deliver to the Port Authority's representative thereat a form reflecting the action taken. The Contractor hereby acknowledges and agrees that all forms executed by the driver of the tow truck, or any other personnel of the Contractor, shall be deemed duly executed and authorized on behalf of the Contractor and the Contractor shall be bound thereby. The Port Authority shall deliver to the Contractor an acknowledgement of authority to release said vehicle to the authorized person.

(3) The Contractor shall upon request of the Port Authority from time to time, or periodically, deliver to the Operations Control Center at the Airport a written statement signed by an authorized employee of the Contractor setting forth the vehicles which are as of the date of the statement in the possession of the Contractor at the Space with the appropriate location and identity of each vehicle and the period of time each such vehicle has been stored. The Contractor shall have no obligation to store any vehicle at the Space for a period greater than thirty (30) days. Upon expiration of the thirty (30) day period, that Contractor shall transport said vehicle to the Port Authority Police Impound Lot currently located at Building 254 at the Airport.

(4) At the direction of the Port Authority, the Contractor shall deliver any vehicle stored at the Space to such location on the Airport, as the Port Authority shall from time to time specify. The Port Authority shall deliver to the Contractor at such time a form acknowledging receipt of such vehicle.

H. The Contractor shall procure all licenses, certificates, permits, franchises or other authorization from all governmental authorities, if any, having jurisdiction over the operations of the Contractor, which may be necessary for the conduct of its operation of the Facility Service. Neither the execution of this Agreement, nor anything contained herein, shall be construed to be a grant of any franchise, consent, license, permit, right or privilege of any nature or kind whatsoever to operate tow trucks or any other vehicles outside the Airport or over the public streets or roads in any County of the State of New York. The Contractor shall promptly observe, comply with and execute the provisions of any and all resent and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Facility Service. The Contractor's obligations to comply with Governmental requirements are provided herein for the purpose of assuring proper safeguards for protection of persons and property at the Airport, and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

I. All the terms, covenants, conditions and provisions of the Contract shall pertain and apply with like effect to operation by the Contractor of the Facility Service, except those which are by their very nature inapplicable to the Facility Service and except as to those which are covered by express provisions of this Section.

J. In addition to all other obligations hereunder and without limiting the same, the Contractor agrees that the Towing Service will be a first-class operation and the Contractor will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefore including but not limited to a dolly or other equipment necessary to tow vehicles having locked wheels.

K. Nothing contained in the Section shall grant or be deemed to grant to the Contractor an exclusive right to operate the Facility Service or any component service thereof.

L. The Contractor shall comply with all directions given from time to time by the Airport Manager of the Airport or his designated representative in connection with the Facility Service as herein provided.

M. In the event that the vehicular equipment towed by Port Authority personnel is not redeemed after a period of thirty (30) calendar days, then the Port Authority shall assume legal possession of said equipment and shall compensate the Contractor the authorized towing fee. In addition, in the event that the non-vehicular equipment towed from the Aeronautical Area by Port Authority personnel is not redeemed after a period of thirty (30) calendar days, then the Port Authority shall assume legal possessions of said equipment and pay the authorized towing fees.

N. The Contractor shall, under normal conditions, respond within fifteen (15) minutes from the receipt of a call for such service, provided however that the request for tow trucks does not exceed the number of trucks the Contractor is required to supply under this Contract. If a request for the tow truck equipment is not of a type specified under this Contract, then the Contractor has up to one hour to supply such equipment.

Section 3. <u>DURATION</u>

A. The term of this Contract shall be for a three (3) year period (the "Initial Term") commencing on or about April 1, 2009 at 12:01 a.m. on the specific date set forth in the Port Authority's notice of proposal acceptance (said date and time hereinafter sometimes called "the Commencement Date") and unless sooner terminated or revoked or extended as provided in Paragraph (b) and (c) hereof shall expire on or about 11:59 P.M. on the day preceding the third (3rd) anniversary of the Commencement Date (said date and time hereinafter sometimes called the "Expiration Date").

B. The Port Authority shall have the right to extend this Contract for up to two (2) additional one (1) year periods. (hereinafter called the "Option Periods") from the Expiration Date upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date of this Contract, as the same may have been previously extended, the Port Authority shall notify the Contractor that the term of this Contract is so extended, subject only to 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 extension period subsequent to the Expiration Date hereinbefore established, as the same may have been previously extended, subject to the same terms and conditions of the Contract. The charges in effect for the Initial Term or an Option Period, as applicable, of the Contract shall remain in effect during this additional extension period without further adjustment. The Port Authority shall notify the Contractor, in writing, at least thirty (30) days prior to the Expiration Date hereinbefore established that the Contract term is so extended.

D. Transition Days: It is estimated that the Contractor will have no less than 10 days of transition. However, there is no guarantee of notification period.

Section 4. FEES PAYABLE BY PATRON FOR TOWING SERVICES

A. The Contractor agrees to adhere to the following rates for services provided at the Airport to patrons as a result of a vehicle violation as defined herein. All fees shall be payable at such rates at the patrons' cost and expense.

i. A fee of One Hundred Twenty-Five Dollars and No Cents ($125.00) shall be payable by the airport patron for automotive towing (equipment not requiring a heavy duty tow truck), to the Space.

ii. A Drop Fee of Fifty Dollars and No Cents ($50.00) shall be charged when a vehicle is "hooked," at the request of a duly authorized Port Authority representative, but released before said tow vehicle reaches its final destination.

iii. A Storage Rate of Thirty Dollars and No Cents ($30.00) per day, equivalent to the daily parking rate, shall be charged for any vehicle remaining in the Space beyond the first twenty-four (24) hours. Storage fees will accumulate for each calendar day.

B. The Contractor shall not be entitled to any fees generated for storage of vehicles or equipment towed to the Space, Port Authority Police Impound Lot or any other storage area designated by the Port Authority under this Contract. All storage fees collected by the Contractor for vehicles remaining in the Space over twenty-four (24) hours shall be passed through to the Port Authority. There is no charge to the Patron for any storage under 24 hours.

C. The Port Authority reserves the right to waive the payment of any of the service fees listed above by the patron upon notice given by a duly authorized representative of the Port Authority. The Contractor will be compensated by the Port Authority for the services provided in accordance with Section 5 entitled "Fee Payable by the Port Authority."

Section 5. **FEES PAYABLE BY THE PORT AUTHORITY FOR TOWING SERVICES**

A. The Port Authority shall pay to the Contractor only such fees for services provided at the request of a duly authorized Port Authority representative. Those services include but are not limited to:

i. A maximum Tow fee of One Hundred Twenty-Five Dollars and No Cents ($125.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) shall be payable by the Port Authority for automotive towing (equipment not requiring a heavy duty tow truck), to the Space.

ii. A maximum Drop Fee of Fifty Dollars and No Cents ($50.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) shall be charged when a vehicle is "hooked," at the request of a duly authorized Port Authority representative, but released before said tow vehicle reaches its final destination.

iii. A maximum Aeronautical Tow fee of Fifty Dollars and No Cents ($50.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) for towing non-motorized equipment (including but not limited to, container, pallets, skids and dollies) from the Aeronautical Area to the Space.

iv. A maximum Relocation (Parking Lot) fee of Fifty Dollars and No Cents ($50.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) for relocation of a vehicle equipment within an airport parking lot.

v. A maximum Heavy Duty (HD) Tow fee of Three Hundred Fifty Dollars and No Cents ($350.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) shall be payable for a tow of a truck, bus, etc.

vi. The Standby charge for each hour that a truck of light /medium duty is required to tow cars, vans, etc. and is actually engaged in specific Port Authority business (i.e., outside of the service described in this contract) shall be a maximum of One Hundred Dollars and No Cents ($100.00) per hour per tow truck or lesser of charge (as quoted in Contractor's Cost Proposal Form). Fractional payments shall be made for portions of an hour in use in fifteen (15) minute increments. The calculation of the hourly rate shall commence at the time that the Contractor's towing equipment arrives at the requested location until such time as a duly authorized representative of the Port Authority releases the truck. No payments will be made for periods when the truck is not in use due to meal periods or for any other reason.

vii. A maximum Relocation (Space to Impound) fee of Fifty Dollars and No Cents ($50.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) for towing any vehicle equipment, motorized or non-motorized, from the Space to the Port Authority JFK Impound Lot as a result of equipment being unclaimed for more than thirty (30) days.

viii. A maximum Motorist Assistance fee of Twenty-Five Dollars and No Cents ($25.00) or lesser of charge (as quoted on Contractor's Cost

Proposal Form) for each motorist assistance service performed (with the exception of fueling) which shall be payable at a maximum Motorist Assistance (Fuel) fee of Thirty-Five Dollars and No Cents ($35.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) per motorist assistance. For this service, the contractor will be required to tow the vehicle to the nearest on-airport gas station and fill the vehicle with Ten Dollars and No Cents ($10.00) of gasoline. A maximum Motorist Assistance (Safety) fee of Fifty Dollars and No Cents ($50.00) or lesser of charge (as quoted on Contractor's Cost Proposal Form) will be for motorist assistance service if relocating the vehicle to a safety shoulder is required to perform the service.

B. The compensation for the Global Positioning Satellite (GPS) Equipment set forth in the Cost Proposal form and as included herein in Section 27 shall be total compensation for all components of the tow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the Contractor's tow equipment, set up the equipment, monthly service and cellular fees and extended warranties including parts and services.

C. Contractor will be able to fuel up at pumps located behind Building 141. The Port Authority will purchase and supply all Diesel fuel necessary to operate this Contract.

Section 6. PROPOSED RATES

A. The Contractor will charge for all services provided at the Airport to the Port Authority and patrons at the rates as indicated herein.

B. All customers will be provided with an itemized invoice outlining charges and services rendered. This invoice should match the rate sheet that was provided to the patron at the time of the towing.

C. The proposed rates must be provided to each person/patron using the services at the Airport. The sheet must provide a plainly visible statement so that if the patron was charged in excess of these rates, or wishes to register a complaint regarding prices or quality of service that they may contact the Port Authority directly with name, email, mailing address and phone number of the individual to contact.

D. Copies of the corresponding numbered tow bills must be maintained for each towing service performed. Each tow bill must be completed as required by the Port Authority. In the event that a tow bill for a towing service does not contain all of the required information, the Port Authority shall have the right to withhold compensation for said service.

Section 7. BILLING AND PAYMENT PROVISIONS

A. The Contractor's sole compensation in full consideration for the performance of all of its obligations under this Contract shall be the sum of the following:

(1) The Fees Payable to the Contractor by Patron for Towing Services pursuant to Section 4, and
(2) The Fees Payable to the Contractor by the Port Authority pursuant to this Section 5, and
(3) The Global Positioning Satellite (GPS) Equipment Purchase/Installation, Set Up Fee, Monthly Cellular Fee and Monthly Maintenance Fee as indicated on the Cost Proposal Form, and
(4) The Charge for Extra Work, if any.

Less

(5) Storage Rate Fees collected from Patrons pursuant to Section 4.

Items (2) through (4) Less Item (5) hereinafter collectively referred to as the "total monthly amount."

B. On or before the tenth day of the calendar month following the Commencement Date hereof, and on the tenth day of each calendar month thereafter including the month following the expiration, termination or revocation hereof, the Contractor shall submit to the Port Authority, a statement setting forth the following:

(1) In an Excel spreadsheet, the number of vehicles and equipment towed, assisted or relocated by the Service (separately stated by type of service, which statement shall include the license plate numbers, make and model of said vehicles or equipment, date of tow, date of release, storage fees incurred), for the proceeding calendar month or portion thereof. In the event that this information is not available, then the Contractor shall define said vehicles or equipment by type and provide any other identifying information (e.g., VIN number, airline or company requesting services) as may be available.

(2) Copies of the corresponding numbered tow bills must be maintained for each towing service performed in the preceding calendar month. Each tow bill must be completed as required by the Port Authority. In the event that a tow bill for a towing service does not contain all of the required information, the Port Authority shall have the right to withhold compensation for said service.

(3) A computation of the amounts due to the Contractor from the Port Authority for the towing services provided during the preceding calendar month, if any, which amounts shall be computed in accordance with the schedule of fees set forth in the Contractor's Cost Proposal Form. The Contractor shall, in addition, furnish any and all pertinent information as maybe required from time to time by the Port Authority, airport patron or the airlines in accordance with the fees set forth in the Proposer's Cost Proposal Form. The Port Authority will be billed for any reimbursable expenses including Port Authority requested towing fees, drop fees, motorist assists, and heavy tows. Within thirty (30) days after receipt of such statement by the Port Authority, the Port Authority will pay the total amount of such invoice, subject to adjustments provided elsewhere herein. It is hereby expressly agreed that no such statement by the Contractor shall

be or be deemed to have been conclusively determined until the amount had been audited and verified by the Port Authority.

(4) A computation of the amount due to the Port Authority for the Storage Fees collected by the Contractor from the patron for storage at the Space provided during the preceding calendar month, if any, which amounts shall be computed in accordance with the storage fee set forth in Section 4, Fees Payable by Patrons for Tow Services. Said amount shall be credited against the total monthly amount to the Contractor.

(5) The charges for Extra Work, if any, shall be paid by the Port Authority to the Contractor monthly. 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 this Contract was in effect for said monthly period. Within thirty (30) calendar days upon receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice, subject to adjustments provided elsewhere herein.

(6) 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.

C. Final Payment as the term used throughout this Contract, shall be the Final Payment made for the 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 Initial 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 termination becomes effective. The acceptance by the Contractor, or by anyone claiming by or through him, of Final Payment shall operate as a release to the Port Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with the Contract and for every act and 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 obligation in connection with this Contract.

D. Without limiting the generality of any other term or provision hereof, the Contractor understands it will not be separately reimbursed for the cost of the Contractor representatives, Tow Dispatcher and Tow Drivers or for other costs, including phone charges, office supplies, and other related costs.

Section 8. PORT AUTHORITY RIGHT TO INSPECT

The Port Authority shall have a right at any time, and as often as it may consider it necessary or desirable, to inspect the vehicles of the Service, machines and other equipment used in the operations of the Contractor, and any services being rendered by the Contractor, and any other activities or operations of the Contractor hereunder. Records of the Contractor shall be maintained to indicate the foregoing information by name of the tow driver and the vehicle identification number associated with the performance of the Service as may be required by the Manager. Records of the Contractor, which indicate that a particular vehicle has been assigned for particular period of time, shall not be deemed to automatically imply that such time shall be used in computing the number of hours that a vehicle was in use in the performance of the Service. Upon request of the Port Authority, the Contractor shall operate or demonstrate any vehicles, machines or equipment owned by or in the possession of the Contractor on the Airport or to be placed or brought on the Airport, and shall demonstrate any process or other activity being carried on hereunder by the Contractor. Upon notification by the Port Authority of any deficiency in any vehicle of the Service or other machines or piece of equipment used by the Contractor in its operation hereunder, the Contractor shall immediately withdraw the same from service, and immediately provide a substitute satisfactory to the Airport Manager until the deficiency is corrected. In the event of such permanent removal, the Contractor shall replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein as required herein.

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

The Contractor's obligations for the performance and completion of the work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

A. In the event that the Contractor fails to provide the Towing Service as required under this Contract then inasmuch as the damage and loss to the Port Authority, including disruption of the operation of the Airport and disruption of the Towing Service which will result from the non-performance of the portion of the service not performed, cannot be calculated and will be incapable of determination, in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduce by One Hundred and Twenty-Five Dollars and No Cents ($125.00) for the non-performance of a towing service requiring a light and medium duty tow truck and/or Three Hundred and Fifty Dollars and No Cents ($350.00) for the non-performance of a towing service requiring a heavy duty tow truck by the number of hours or major fractions thereof that the Contractor fails to provide the service (it being understood that in no event shall any amount be payable by the Port Authority for Towing Service not actually provided or unsatisfactorily

provided by the Contractor), said amount or amounts to be paid by the Contractor to the Port Authority will be deducted from any sums due and owing from the Port Authority to the Contractor, as the Port Authority shall determine from time to time, in its sole discretion.

B. Should the Contractor fail to provide a working radio and camera in a vehicle operating under the Contract then liquidated damages in the amount of Fifty Dollars and No Cents ($50.00) per day per radio and camera will be assessed.

C. Should the Contractor fail to provide a working credit card machine in a vehicle operating under the Contractor or at the Space then liquidated damages in the amount of Fifty Dollars and No Cents ($50.00) per day per credit card machine will be assessed.

D. Should be Contractor fail to equip any tow vehicle with the required Global Positioning System (GPS) system or have the system functional then liquidated damages in the amount of Two Hundred Dollars and No Cents ($200.00) per piece of equipment per day shall be assessed. At the end of the term of the Contract, or any extension thereof, the Contractor shall return the GPS systems to the Port Authority in an undamaged condition. If the Contractor fails to return the systems or returns the systems in a damaged condition then liquidated damages in the amount of Five Hundred Dollars and No Cents ($500.00) per system shall be assessed.

E. In the event that the Contractor fails to provide the number of tow truck operators to drive tow trucks established by the Port Authority at the airport as necessary to operate this service under this Contract, then, inasmuch as the damage and loss to the Port Authority, including disruption of operation of JFK and disruption of the authorized towing services which will result from the nonperformance of the portion of the service not performed, can not be calculated and will be incapable of determination, in liquidation of damages for such breach, the amount payable by the Contractor to the Port Authority will be in the amount of Fifty Dollars and No Cents ($50.00) per hour for each calendar day or fraction thereof from any sums due and owing from the Port Authority to the Contractor, as the Port Authority shall determine from time to time in its sole discretion.

F. In the event that the required Management Representative fails to report or complete his/her duty for any reason whatsoever at the locations and times specified herein, then, inasmuch as the damage to the Port Authority, including disruption of the operation of the facilities and disruption of the Service which will result from the non performance of the portion of the service not performed cannot be calculated and will be incapable of determination, in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to Fifty Dollars and No Cents ($50.00) for each hour or fraction thereof up to a maximum of Four Hundred Dollars and No Cents ($400.00) per calendar day that the Management

Representative fails to perform as required herein, said amount to be paid by the Contractor to the Port Authority or deducted from any sums due and owing from the Port Authority to the Contractor, as the Port Authority shall determine from time to time in its sole discretion.

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

Failure of the Airport Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority's acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor.

Section 10. AIRPORT MANAGER'S AUTHORITY

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Airport Manager and shall perform the Contract to the satisfaction of the Airport Manager 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 inspection. The Airport Manager shall determine the amount, quality, acceptability and fitness of all parts of the Towing Service and shall interpret the specifications and any orders for extra work at the Airport. Upon request, the Airport Manager shall confirm in writing any oral order, direction, requirement or determination.

As used herein, the term "Airport Manager" or "Manager" shall mean the Port Authority's Airport Manager of John F. Kennedy International Airport or his or her designee.

Section 11. HOLIDAYS

No additional compensation is provided to the Contractor by the Port Authority hereunder for services provided on holidays.

Section 12. EXTRA WORK

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

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

for plant and equipment (other than small tools) required for such Extra Work: (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

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

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

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

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

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

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its

performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Airport Manager within twenty-four (24) hour notice following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Airport Manager, within two (2) hours notice following the receipt of written or verbal notice from the Manager. Where oral notification is provided hereunder, the Airport Manager shall thereafter confirm the same in writing.

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

Section 13. <u>INCREASE/DECREASE IN SERVICES</u>

A. The Airport Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the number of tow trucks set forth in Exhibit 7 – "Scheduled Hours of Services at John F. Kennedy International Airport". Any increase or decrease in the requirement for towing service due to an increase or decrease in the number of tow trucks hereunder 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 tow trucks previously scheduled during the immediately preceding 24 hour period. In the event the Airport Manager decides to change any frequencies or areas such change shall be by written notice not less than twenty-four (24) hours, said changes to be effective upon the date specified in said notice.

B. The Port Authority shall have the right to request, on four (4) hours' notice to the Contractor, that the number of tow trucks previously scheduled to be provided under this Agreement be increased. The Contractor agrees to use its best efforts to fulfill each such request. Any such increase provided on less than four (4) hours notice, as aforesaid, shall be compensated to the Contractor at One Hundred Dollars and No Cents ($100.00) per hour for the initial four (4) hours.

   Nothing in this paragraph shall obligate or be deemed to obligate the Port Authority to pay at any but the rate established in Section 5 for Tow Services, as aforesaid, provided that four (4) or more hours' notice has been given to the Contractor said changes to be effective on the date specified in the said notice.

   Any increases shall not constitute Extra Work as such shall not be limited by the Extra Work provisions of this Contract.

Section 14. 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 and products-completed operations, broad form property damage 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 rented vehicles in the following limits:

Commercial General Liability Insurance - Two Million Dollars ($2,000,000.00) combined single limit per occurrence for bodily injury and property damage liability.

Automobiles Liability Insurance - Five Million Dollars ($5,000,000.00) combined single limit per accident for bodily injury and property damage liability.

Garagekeepers' Legal Liability –One Million Dollars ($1,000,000.00) limit per location in the Comprehensive Form to cover all risk, including but not limited to: (1) Fire and Explosion; (2) Theft or partial or entire vehicle; (3) Riot and/or Vandalism; and (4) Collision or Upset.

In addition, the liability policy (ies) shall name the Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date Insurance Services Office form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the Contract to include any warrantee/guarantee period.

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

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

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

The Port Authority may at any time during the term of this contract change or modify the limits and coverages of insurance. Should the modification or change results in an

additional premium, the Airport 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 contract and prior to the commencement of work, the Contractor must submit an original certificate of insurance, to the Port Authority, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance must show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The Airport 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 Airport Manager, Risk Management, a certified copy of each policy, including the premiums. Reference CITS # 2858.

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 Airport 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 Airport Manager to order suspension), then the Port Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The Airport Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this Contract. The insurance requirements are not a representation by the Port 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 15. COMPLAINTS AND SUGGESTIONS

The Contractor, within forty-eight hours of its receipt of a complaint, suggestion or observation to the Service (hereinafter collectively called "the Complaint") by any user of the Service, or other member of the general public, shall mail its response thereto, and deliver a copy thereof, together with a copy of the complaint to which the Contractor is replying, to the Manager. 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 (with simultaneous copy to the Port Authority as aforesaid). In addition, the Contractor agrees to make such response(s), including written, electronically and/or oral communications as the Manager may direct with respect to the nature (both form and substance) of such response(s). No response by the Contractor shall be in the name of or imply that the same has the approval of or has been authorized by the Port Authority.

Section 16. GRATUITIES AND FARES

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 passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel. The Contractor shall not impose or collect any charges or fares from those using the Service unless explicitly authorized to do so by the Port Authority.

Section 17. 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 superceded 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 office or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid shall take any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under this Agreement, the Contractor will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

Section 18. PROPERTY OF THE PORT AUTHORITY

Upon the expiration or termination of the effective period under this Contract, the Contractor shall deliver to the Port Authority all equipment, 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, thereof by the Contractor, reasonable wear excepted. If any such equipment, materials, supplies and other personal property becomes defective or is lost, stolen, damaged or destroyed by reason of the acts of omission of the Contractor or its officers, agents, employees or representatives, the Contractor shall repair or replace the same, and the cost of such repair or replacement shall be borne by the Contractor without compensation or reimbursement from the Port Authority.

Section 19. MISSION STATEMENT

During the term of the Contract, including the extension periods, if any, the Contractor shall develop and establish a mission statement for the operation and management of the Towing Services, which shall be subject to the continuing approval of the Airport Manager. Within thirty (30) days of the Commencement Date, the Contractor shall, at its expense, post its mission statement in conspicuous Facility locations including the Space and locations in which the general public interfaces with the Contractor's employees. The location and means of posting the mission statement shall be subject to the prior approval of the Airport Manager. Personnel who interface with the public are expected

to be able to explain, upon request, how the mission statement impacts their respective jobs.

The Contractor shall take measures to ensure compliance with all standards referenced in the "Airport Standards Manual," attached hereto and hereby made a part of and identified as Exhibit 11.

Section 20. OPERATING PROCEDURES

A. Employees of the Contractor shall not solicit or accept gratuities of any kind or nature whatsoever for any reason.

B. Employees shall not eat, drink or smoke while on post.

C. 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 Facilities.

D. The Contractor shall develop and administer a progressive discipline program that is satisfactory to the Port Authority.

The Contractor shall cooperate fully with the Port Authority when operational issues require consistency or coordination between the Contractor or its personnel and other Port Authority contractors or their personnel at one or more Port Authority Facilities.

Section 21. SPECIFIC PERSONNEL REQUIREMENTS

A. Personnel

(1) The Contractor shall furnish competent and adequately trained personnel to perform the Towing Service hereunder. Prior to the assigning of any personnel to the Contract as a Towing Service Management Representative and Assistant Towing Service Management Representative, the Contractor shall furnish to the Port Authority the references of the proposed individual detailing his/her experience within the past five (5) years and qualifications for the position.

(2) Contractor personnel acting as Tow Truck Operator hereunder shall meet the following minimum requirements:

a. Possess a high school diploma, or a general equivalency diploma.
b. Possess a valid New York Driver's License (to operate a tow truck)
c. Possess a valid NYC Consumer Affairs Tow License
d. Speak and write English fluently.

(3) Contractor personnel acting as Tow Truck Operator and Dispatcher shall pass drug screening tests, including a comprehensive ten panel drug screen or its equivalent, to include screens for the following. The test shall be administered by and at the sole cost and expense of the Contractor, at the

commencement of the Contract, and prior to hiring of all new employees, and randomly thereafter at the written request of the Port Authority.

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

(4) Identification badges shall be worn in a conspicuous and clearly visible position by all employees of the Contractor whenever engaged in work under this Contract.

(5) The Contractor and its employees will not discriminate against any patron because of age, race, creed, color, national, origin, ancestry, marital status, affectional/sexual orientation, or upon any other basis contrary to law, as well as time of day or day of week.

B. Specific Personnel Uniforms Requirements

(1) The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Tow Truck Operator 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. 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 uniform will also include foul weather and winter gear. The Contractor shall be responsible for ensuring that its employees at all times wear their uniforms and appropriate shoes. The Contractor shall also supply its personnel, at no cost to the Port Authority, with related uniform equipment as specified by the Airport Manager. All uniforms, colors, types and styles shall be subject to the prior and continuing approval of the Airport Manager. The Contractor shall be responsible for ensuring that its employees at all times wear their required uniform and it shall cause its employees to change to freshly cleaned and proper uniforms at all times. Uniforms shall be supplied in the minimum quantities indicated in Paragraph "4" of this Section hereof and conform to the specifications set forth in Exhibit 8 attached hereto and hereby made a part thereof. The tow truck driver and all roadway personnel shall wear a reflective safety vest at all times.

(2) The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. Such insignia shall be supplied to the Contractor by the Port Authority. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.

(3) The Contractor shall provide and its employees shall wear, carry or display as required by the Airport 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.

(4) Each Tow Truck Operator uniform issue shall consist of the items as listed in Exhibit 8 entitled "Uniform Specifications":

(5) The Contractor will be required to enforce strict grooming standards.

(6) The Contractor shall prohibit its employees from wearing excessive jewelry.

(7) If the Contractor is unable to provide its employees with uniforms as specified above for a period of up to thirty (30) 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. In no case shall the wearing of any insignia, badges, buttons, patches, emblems or lettering which identifies the Contractor's company or corporate name be approved by the Airport Manager. Effective thirty (30) days after the commencement of the Contract, this paragraph shall be deemed null and void and Paragraphs (1) through (6) above shall be controlling, and all uniform requirements and specifications shall be deemed in full force and effect.

(8) Without limiting any other terms or provisions of the Contract, failure of the Contractor to require that Tow Truck Operator be 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 the Contract will be applied.

Section 22. TRAINING PROVIDED BY THE CONTRACTOR AND PORT AUTHORITY

A. Training for employees providing the Towing Service shall be mandatory unless otherwise modified or waived by the Port Authority. The Contractor is responsible for training cost and shall include these costs in the Management Fee on the Cost Proposal form. There shall be no separate compensation. Any employee who has not satisfactorily completed such training shall be removed by the Contractor as an employee of the Service at the Facility. The Contractor shall certify to the Airport Manager that all new employees have satisfactorily completed the required training prior to assignment to the Airport. The Contractor shall identify the personnel assigned to the Service by name, date of assignment to the Facility, dates of attendance at the job training and/or orientation and any other required training.

B. All job training and/or orientation that is required, prior to personnel being assigned to the Airport shall be performed by and the responsibility of the Contractor. The

Contractor will be responsible, at its own cost, for providing instructors, training, manuals and any other materials for the job training and orientation.

C. The job training and/or orientation shall be approximately two (2) working days in duration. Except as may be waived by the Airport Manager, the Contractor may not assign any Tow Truck Operator unless he/she has successfully completed the job training and orientation.

D. The content of the formal orientation training shall be developed by the Contractor and subject to the prior and continuing approval of the Airport Manager and shall include the following subjects and any other relevant subjects the Manager may deem appropriate. The Contractor shall prepare both an instructor's and participant's training manual. Training shall include but not limited to the following subjects.

(1) Geographic orientation and indoctrination.

(2) Port Authority Rules and Regulations.

(3) Specific duties and job responsibilities.

(4) General order and procedures.

(5) Technical training in the operation of a tow vehicle

(6) Appropriate ethics and conduct.

(7) Professional appearance standards.

(8) Appropriate emergency procedures and notifications.

(9) Traffic safety.

(10) Contractor's mission statement and core values.

(11) Progressive discipline.

(12) Maintaining a safe work environment.

(13) Radio usage, terminology and procedures.

(14) Security Awareness.

E. The Port Authority shall require Tow Truck Operators to complete "Customer Care Training". Customer Care Training is a courtesy and customer awareness training program. The training will consist of an introductory class which will be approximately two (2) hours in length; refresher training may also be required, in the sole discretion of the Port Authority, annually thereafter which will be approximately two (2) hours in length.

F. The Contractor shall certify to the Airport Manager by the fifth (5th) business day of each month that its new employees have satisfactorily completed the required training

prior to assignment to the Facility for the Service and will provide a copy of proper procedures with an acknowledgement statement signed by the new employee. The Contractor shall also certify to the Airport Manager that all required employees have satisfactorily completed the Customer Care Training within thirty (30) days of assignment to the Facility for the Service, unless the requirement has been waived by the Airport Manager. Not complying with the training within 30 days could possibly lead to the employee being removed from the contract until the Customer Care training is successfully completed. The Contractor shall identify the personnel assigned to the Service by name, job classification, date of assignment to the Facility, dates of attendance at the formal orientation training and date of completion of the Customer Care Training (including refresher training and any other required training).

G. In addition to any Customer Care Training as specified in paragraph (f) above, the Airport Manager may require the Contractor to institute in-service and refresher training programs as he or she deems necessary.

Section 23. <u>DUTIES OF CONTRACTOR'S PERSONNEL</u>

The Contractor shall furnish uniformed trained personnel to perform general duties at the Airport which shall include, but shall not be limited to the following:

A. Tow Truck Operator

The Tow Truck Operator will perform duties which include, but are not limited to, the following:

1. Prior to tour, examine assigned vehicle and complete driver checklist.
2. Respond to a call within 15 minutes from the time a call is received by the dispatcher.
3. Spot the security guard and/or PA/PAPD personnel that is requesting for the unit to be removed.
4. Position tow truck for removal of vehicle in a safe manner.
5. All tow bills are to be completed in full, providing all required information and obtain a legibly signed authorization from the security guard and/or PA/PAPD personnel.
6. Inspect unit that is attended prior to being towed; including backseat.
7. Take photographs of all four sides and record all damage on vehicle prior to being towed.
8. Hook vehicle up and return to the Space. If patron responds to the vehicle being moved from its original location or the truck leaving the Terminal Frontage, the drop fee will be charged and vehicle will be released.
9. If providing a free service (i.e., battery boosts, lockouts, air tire changes), a free customer service receipt is to be completed which must include the customer's name and address.
10. Gratuities are not to be accepted in exchange for services.

B. Dispatcher

The Dispatcher will perform duties which include, but are not limited to, the following:

1. Dispatcher to assign tow truck driver to calls in order for them to respond within 15 minutes.
2. To check sign-in sheets during their tour to make sure tow truck operators have properly signed in and out and to advise PA staff if there is a shortage of drivers for a tour.
3. Ensure tow truck operators have properly checked their assigned vehicle prior to start of tour.
4. Ensuring that the proper documentation is received prior to releasing a vehicle and all charges incurred are paid in full before a vehicle is released including parking fees, which will be collected by the parking lot operator.
5. Maintain up-to-date telephone logs of all telephone tow requests.
6. Act as Management Representative during the off-hours.

C. Towing Service Management Representative

The Contractor shall provide a Management Representative for the purpose of coordinating and supervising the activities of the Tow Operators and Dispatcher at the Airport hereunder. The Contractor is responsible for this cost and shall include this cost in the Management Fee on the Cost Proposal form. There shall be no separate compensation. The Management Representative will be exclusively assigned to the Authorized Towing contract at the Facility five (5) days per week, Monday through Friday, during the hours of 11:00 AM to 8:00 PM. The Management Representative shall have overall responsibility for the Towing Service to be provided by the Contractor under this agreement and shall have a complete and current understanding of the Towing Service hereunder, and shall be fully responsible for the coordination and implementation of all Port Authority directives in connection with the Towing Service. The Management Representative shall make his or her presence available to the Airport Manager during normal business hours and/or at those times specified by the Airport Manager, for prompt attention to and compliance with orders, instructions, directions and information written or orally given regarding the performance of the work specified in this Contract and for the inspection tours of the Facility. The Management Representative shall have full power and authority to act on behalf of the Contractor with respect to this contract.

An individual acceptable to the Airport Manager must cover all absences of the Tow Service Management Representative such as those due to illness, vacation, or liquidated damages will be imposed as cited in the Section of this Contract entitled "Liquidated Damages". The Towing Services Management Representative will assist the Airport Manager as may be required from time to time in connection with the performance of the Towing Service.

The Towing Service Management Representative will perform duties, which include, but are not limited to, the following:

1. On behalf of the Contractor, handle the administration of this Agreement, carry out the directions of the Airport Manager, and meet and communicate with Port Authority representatives from the Airport from time to time as required.
2. Represent the Contractor at meetings with the Airport Manager, as may be directed by the Airport Manager, which concern the operations of the

Contractor under this Agreement. Assist in coordinating hearing with the Taxi Commission.

3. Establish performance measures for the Contract and continuously identify means to ensure productivity and overall effectiveness.

4. Be available on-call by the Airport Manager twenty-four (24) hours a day, to assist and advise the Airport Manager on the operations of the Contractor hereunder.

5. Prepare written reports that may be required by the Airport Manager.

6. Perform off-hour inspections as requested by the Airport Manager.

7. Monitor and act upon all issues to include attendance and discipline. Establish a formal disciplinary program, acceptable to the Airport Manager, which includes specific penalties for failure to follow required rules and procedures. Investigate all customer complaints and forward findings to the Airport Manager.

8. Investigate all internal complaints by staff regarding such issues as sexual or racial harassment.

9. The Towing Service Management Representative shall not perform towing or dispatching duties without express authorization from the Airport Manager.

10. Assure that all contract staff display a high level of customer service to all Airport Customers.

Section 24. <u>CONTRACT SPONSORED EMPLOYEE RECOGNITION AND INCENTIVE PROGRAM</u>

A. The Contractor acknowledges that an important part of fulfilling this obligation requires that the Contractor maintain a stable workforce whose knowledge of customer service duties and attitudes improves and grows with experience over time on the job; and that an important means of hiring and retaining such a workforce is recognition for achieving superior service standards with appropriate monetary and other incentives.

B. The Contractor shall issue all incentive payments and awards to its employees. The Port Authority will not contribute or make incentive payments or pay the cost of other awards and activities under the Employee Recognition and Incentive Program. Incentive payments and awards made to employees hereunder are strictly the responsibility of the Contractor. The Contractor shall advise the Port Authority of the amounts hereunder by furnishing a listing of the awards and incentive payments given, to whom given, and evidence of the payment to the employee and other appropriate documentation as required by the Airport Manager.

Section 25. SPACE PROVIDED TO THE CONTRACTOR

A. The Port Authority may, at its sole discretion and subject to availability at the Facility, furnish the Contractor without charge exclusive or non-exclusive space for administrative office purposes in connection with this Contract and for the storage of the Contractor's equipment, materials and supplies used on the Facility. The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation to do so) to enter thereon to make ordinary repairs and in the event of an emergency to take such action therein as may be required for the protection of persons and property. The Port Authority, its officers, employees and representatives shall have the right at all times to enter upon the Space provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Contract, and for the doing of any act or duty which the Port Authority may be obligated to have the right to do under this Contract or otherwise. The Port Authority shall have the right, from time to time, to redesignate the location of the Space and the Contractor shall, at its own expense, comply therewith.

B. 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 damage to fixtures, improvements and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this agreement or by acts or 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. Without limiting the generality of the foregoing, the contractor shall:

(1) Keep the Space at all times in a clean and orderly condition and appearance, and all the Contractor's fixtures, equipment and personal property, which are located in any part of the Space.

(2) Take good care of the Space and maintain the same at all times in good condition. Perform all necessary preventive maintenance including but limited to painting to the extent required to maintain the premises in good condition. Replacements by the Contractor shall be in quality and class not inferior to the original in materials and workmanship; and to pay promptly, the cost and expense of repairs, replacements and maintenance.

(3) Provide and maintain all lights (internal) and similar devices, and provide and maintain all other equipment of every kind and nature required by law, rule, ordinance, resolution or regulations.

(4) Repair any damage to the paving or other surface of the Space caused by any oil, gasoline, grease, lubricants or other liquids and substances having a corrosive or detrimental effect thereon.

C. Employee parking within the Space is limited for the vehicles of the Contractor's employees, while actually on duty under the Contract, subject to availability. Contractor is not to provide storage for employee personal vehicles/equipment.

D. The only vehicles allowed in the Space should be as a result of this Contract only. No other vehicles, with the exception of employee vehicles as stipulated above, should be parked in the Space.

E. Upon the expiration or earlier termination or revocation of this Contract or upon a change of Space or termination of the right to use the Space, the Contractor shall remove its equipment, materials, supplies, and other personal property from the Space. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, or upon a change of Space or termination of the right to use Space, the Port Authority dispose of such property or waste, remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owned by the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand.

F. The Contractor shall not perform any maintenance and repairs, nor erect any structures, make any improvements or do any other construction work on the Space provided to the Contractor hereunder or elsewhere at the 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 and in the event any construction, improvements, alterations, modifications, additions, repairs or replacements are made without such approval, then upon notice so to do, the Contractor will remove the same, or at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority. In case of any failure on the part of the Contractor to comply with such notice, the Port Authority may affect the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand.

G. Nothing in the 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. Nothing in this Agreement contained shall give any right to install, and the Contractor shall not install or permit to be installed, any vending machines or devices at or on the Space.

H. Risk of loss or damages to all vehicles held in the Space shall be the Contractor's.

I. Upon the expiration or earlier revocation of this Agreement, or upon a change in location constituting the Space, the Contractor shall promptly vacate the area then constituting the Space and leave the same in the condition existing when it was made available to the Contractor, reasonable wear and tear excepted.

Section 26. MATERIAL, EQUIPMENT AND SUPPLIES

A. General

(1) The Contractor shall be responsible for all equipment provided to it by the Port Authority. If such equipment is damaged or destroyed due to misuse or

negligence on the part of the Contractor, the Contractor shall be required to reimburse the Port Authority for the cost or replacement thereof. A tagged inventory register shall be maintained by the Contractor on tools and equipment with a unit value in excess of One Hundred Dollars and No Cents ($100.00).

(2) The Contractor shall be required to purchase and maintain, at no cost to the Port Authority, a sufficient supply of all necessary ticket stock supplies and ancillary material as may be required to operate the service and other related items associated with this Contract.

(3) Every truck is to possess a valid NYC Consumer Affairs Tow license and possess a valid medallion.

(4) Every truck is to be equipped with a credit card machine. In the event a truck is in service that doesn't have an operating credit card machine then liquidated damages will be assessed in accordance with Section 12 – Non-Performance of Contractor Duties-Liquidated Damages.

(5) Every truck is to be equipped with a camera and film in order to take pictures of a vehicle prior to towing.

B. Safety Equipment

(1) Every tow vehicle or flat-bed vehicle shall comply with any and all applicable state, federal and local laws, regulations and ordinances pertaining to safety, lighting and towing equipment requirements. The following minimum safety equipment is to be carried on all of the Contractor's trucks, at all times:

a. "J" hooks and chains.
b. Snatch block for three-eighths (3/8's) to one-half (1/2) inch cable.
c. Two high-test safety chains.
d. Auxiliary safety light kit to place on rear of towed vehicles.
e. Four-lamp or three-lamp revolving amber light or light bar.
f. Tool box with an assortment of hand tools.
g. Rear working lights, rear marker lights, cab lights and body-clearing lights located to clear towed vehicle.
h. Minimum of four safety cones fluorescent-orange-colored with at least one band of reflectorized tape not less than 2' wide and within 6" of the top.
i. Steering wheel lock or tie down.
j. Two-way radio communication with Contractor's office.
k. Equipment necessary to tow/flatbed disabled or locked vehicles.
l. At least one heavy-duty broom, a shovel, a crowbar or prybar, a set of jumper cables, a flashlight, one two-pound or larger fire extinguisher or dry chemical type, one dozen flares or similar warning devices, at least ten pounds of dry sand and or a drying compound for gasoline and oil spilled onto the roadway.
m. A wheel lift assembly.

2. All trucks shall be clearly and prominently lettered on both sides so as to identify readily the Towing Operator, the location and telephone number of the Space, the towing rates, and otherwise required by Law.

3. All equipment used by the Contractor in performing towing or storage services shall be maintained in good and safe condition.

4. Heavy-duty wreckers must be capable of towing new-style buses and trucks with fiberglass front ends.

C. Radio Equipment

(1) The Port Authority shall have the right upon fifteen (15) days notice to the Contractor given from time to time and at any time during the term of this Agreement to require the Contractor to purchase, provide and/or install as the Port Authority may direct in each tow truck two-way radios, including antennas, beepers, cellular telephones or other communication devices, power supplies, batteries and other equipment associated therewith (such two-way radios, cellular telephones or other communication devices, together with all antennas, power supplies, batteries and other equipment associated therewith being herein called "the radio equipment") for use by Tow Truck Operators performing services under this Contract.

(2) The Contractor shall operate the radio equipment in such manner and using such procedures as shall be specified and directed from time to time by the Airport Manager.

(3) All maintenance and repair of the radio equipment or other communication devices shall be performed by a service company authorized by the manufacturer thereof to perform repairs on its behalf and the Contractor shall give the Airport Manager immediate oral notice of any defect, state of disrepair or damage to the radio equipment or any part thereof.

(4) Since operating radio equipment is key to the successful and efficient operation of the Towing Service, a tow truck may be removed from service if it does not have a working radio. If an acceptable substitute truck is not provided, then liquidated damages may be assessed in accordance with Section 12 – Non-Performance of Contractor Duties-Liquidated Damages.

(5) The Contractor shall protect and take good care of the radio equipment, shall instruct its personnel in the proper operation and care thereof.

(6) The Contractor shall obtain at its sole cost and expense, in the name of the Contractor, Federal Communications Commission (FCC) approval and all other licenses, permits or approvals as required to operate said equipment at the Facility. 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 requirements of the FCC. The Port Authority shall have the right to physically observe the Contractor's use of the radio equipment. Upon the expiration or sooner

termination of this Agreement, the Port Authority shall have the right to direct the Contractor to surrender any license issued by the FCC to the Contractor which is used in connection with this Contract to the FCC or to seek the consent of the FCC to its assignment to the Port Authority or to such other person as the Port Authority may direct.

(7) The Contractor will supply its Management Representative with a Nextel Network Radio, or Port Authority approved equal (business frequency to be approved by the Airport Manager), and shall respond to the Airport Manager within fifteen minutes of receiving notice of any item requiring the Contractor's attention.

D. Global Positioning Satellite (GPS) Equipment

(1) The Contractor shall be required to install and maintain a GPS tracking system for the pieces of equipment. Such system shall be a Grey Island Systems Model G56224UJZZ, or equivalent. Access to system shall be web-based.

(2) The Contractor will be required to purchase all components necessary to integrate the tow equipment required under this Contract into the Port Authority's GPS equipment tracking system. To ensure full integration into the GPS equipment tracking system the Contractor shall purchase selected components from the selected vendor and shall arrange for the vendor to install the required components in the tow equipment. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system in the Contractors tow vehicles. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

(3) With the exception of any components damaged by the Contractor, compensation for the tow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the Contractor's tow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at his own cost and shall not be compensable under this Contract.

(4) The first year net cost work shall consist of a one time purchase and installation for the system hardware and software components, annual service, cellular fees and extended warranty costs.

(5) The second year and all subsequent years, net cost shall consist of the annual service, cellular fees and extended warranty costs.

(6) Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the

Contractor shall submit to the Manager original invoices for worked performed.

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

Section 27. MINIMUM EQUIPMENT REQUIREMENTS

Minimum of six (6) light duty wreckers capable of recovery and towing of Light and Medium type vehicles (up to 10,000 lbs. GVWR). At least two (2) units must be of the wheel lift type and one (1) unit of the flat bed type to enable towing cars and other light vehicles without hooks, chains, slings or other devices. Wheel lift or flat bed type wreckers must be dispatched for all vehicles for which these type towing methods are recommended or required by OEM vehicle manufacturers, and any restrictions (e.g. speed, distance, disconnecting drive shafts, etc.) applicable to towing these vehicles with one or more sets of wheels on the ground must be observed. All vehicles should be three years or less old.

Section 28. ETHICS AND CODE OF CONTRACTOR

Because of the vulnerability of patrons in need of professional towing services and assistance at the facility, and their reliance on the Authority to provide quick and reliable service, the Contractor agrees to conduct operations under this Contract in a courteous, orderly, ethical and businesslike manner. As this Contract is very sensitive in nature and requires the Contractor and its personnel to deal with PANYNJ customers/the public on a daily basis, Contractors are required to extend common courtesies such as:

- Release of the vehicle in accordance with the terms of this Contract.
- Assist the vehicle owner in retrieving documents from the vehicle to establish ownership.
- Allow the owner to remove license plates and any unattached personal possessions.
- Explain fully and politely the reason for the tow and all charges levied.

If a dispute occurs, the Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute is then reported immediately to an authorized Port Authority representative for handling.

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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:

- The principal place of business must be located in New York or New Jersey;
- The firm must have been in business for at least three years with activity;
- 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 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 Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

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

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

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

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

of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

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

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

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

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or

alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

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

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and

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

25. Lost and Found Property

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

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

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

i. Identity Checks and Background Screening

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

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

ii. Issuance of Photo Identification cards:

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

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

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

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. 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.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business and Job Opportunity. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

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

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will

take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business,

has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

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

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed,

the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

6. Definitions

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

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

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

ATTACHMENT B PART III
COST PROPOSAL FORMS

COST PROPOSAL FORMS

On-Airport Towing Services and Motorist Assistance Services at John F. Kennedy International Airport

Estimated Year 1

A. Fees Paid to Contractor by Port Authority for work ordered by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$_____	($125.00)	$_____
Drops	2	x 12 months	x	$_____	($50.00)	$_____
Aeronautical Tows	3	x 12 months	x	$_____	($50.00)	$_____
Relocations (Parking Lot)	36	x 12 months	x	$_____	($50.00)	$_____
Heavy Duty Tows	2	x 12 months	x	$_____	($350.00)	$_____
Standby (hourly rate)	2 hrs	x 12 months	x	$_____	($100.00)	$_____
Relocations (Space to Impound)	2	x 12 months	x	$_____	($50.00)	$_____
Motorist Assistance	152	x 12 months	x	$_____	($25.00)	$_____
Motorist Assistance (Fuel)	8	x 12 months	x	$_____	($35.00)	$_____

Total Annual Port Authority Fees $_____

B. Global Positioning Satellite (GPS) Equipment

Purchase/Installation $_____/per vehicle x _____ vehicles $_____

Set Up Fee (including training) $_____

Monthly Cellular Fee $_____ x 12 months x _____ vehicles $_____

Monthly Maintenance Fee $_____ x 12 months x _____ vehicles $_____

GPS Total $_____

Estimated Total Annual Contract Cost – Year One $_____

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

COST PROPOSAL FORMS

On-Airport Towing Services and Motorist Assistance Services at John F. Kennedy International Airport

Estimated Year 2

A. Fees Paid to Contractor by Port Authority for work ordered by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$_____	($125.00)	$_____
Drops	2	x 12 months	x	$_____	($50.00)	$_____
Aeronautical Tows	3	x 12 months	x	$_____	($50.00)	$_____
Relocations (Parking Lot)	36	x 12 months	x	$_____	($50.00)	$_____
Heavy Duty Tows	2	x 12 months	x	$_____	($350.00)	$_____
Standby (hourly rate)	2 hrs	x 12 months	x	$_____	($100.00)	$_____
Relocations (Space to Impound)	2	x 12 months	x	$_____	($50.00)	$_____
Motorist Assistance	152	x 12 months	x	$_____	($25.00)	$_____
Motorist Assistance (Fuel)	8	x 12 months	x	$_____	($35.00)	$_____

Annual Port Authority Fees $_____

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $_____ x 12 months x _____ vehicles $_____

Monthly Cellular Fee $_____ x 12 months x _____ vehicles $_____

Warranty $_____/year x _____ vehicles $_____

GPS Total $_____

Estimated Total Annual Contract Cost – Year Two

$_____

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

COST PROPOSAL FORMS

On-Airport Towing Services and Motorist Assistance Services at John F. Kennedy International Airport

Estimated Year 3

A. Fees Paid to Contractor by Port Authority for work authorized by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$_____	($125.00)	$_____
Drops	2	x 12 months	x	$_____	($50.00)	$_____
Aeronautical Tows	3	x 12 months	x	$_____	($50.00)	$_____
Relocations (Parking Lot)	36	x 12 months	x	$_____	($50.00)	$_____
Heavy Duty Tows	2	x 12 months	x	$_____	($350.00)	$_____
Standby (hourly rate)	2 hrs	x 12 months	x	$_____	($100.00)	$_____
Relocations (Space to Impound)	2	x 12 months	x	$_____	($50.00)	$_____
Motorist Assistance	152	x 12 months	x	$_____	($25.00)	$_____
Motorist Assistance (Fuel)	8	x 12 months	x	$_____	($35.00)	$_____
				Annual Port Authority Fees		$_____

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $_____ x 12 months x _____ vehicles $_____

Monthly Cellular Fee $_____ x 12 months x _____ vehicles $_____

Warranty $_____/year x _____ vehicles $_____

GPS Total $_____

Estimated Total Annual Contract Cost – Year Three

$_____

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

COST PROPOSAL FORMS

On-Airport Tow Services and Motorist Assistance at John F. Kennedy International Airport

Estimated Option Year 1

A. Fees Paid to Contractor by Port Authority for work authorized by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$_____	($125.00)	$_____
Drops	2	x 12 months	x	$_____	($50.00)	$_____
Aeronautical Tows	3	x 12 months	x	$_____	($50.00)	$_____
Relocations (Parking Lot)	36	x 12 months	x	$_____	($50.00)	$_____
HD Tows (hourly rate)	2 hrs	x 12 months	x	$_____	($350.00/hr)	$_____
Standby (hourly rate)	2 hrs	x 12 months	x	$_____	($100.00)	$_____
Relocations (Space to Impound)	2	x 12 months	x	$_____	($50.00)	$_____
Motorist Assistance	152	x 12 months	x	$_____	($25.00)	$_____
Motorist Assistance (Fuel)	8	x 12 months	x	$_____	($35.00)	$_____

Annual Port Authority Fees $_____ (A

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $_____ x 12 months x _____ vehicles $_____

Monthly Cellular Fee $_____ x 12 months x _____ vehicles $_____

Warranty $_____/year x _____ vehicles $_____

GPS Total $_____ (B

Estimated Total Annual Contract Cost – Option Year One

$_____

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

COST PROPOSAL FORMS

On-Airport Tow Services and Motorist Assistance
at John F. Kennedy International Airport

Estimated Option Year 2

A. Fees Paid to Contractor by Port Authority for work authorized by the Airport Manager

	Est. Monthly Activity*			Proposed Fee	(Maximum Fee)	Est. Annual Fee
Tows	74	x 12 months	x	$_____	($125.00)	$_____
Drops	2	x 12 months	x	$_____	($50.00)	$_____
Aeronautical Tows	3	x 12 months	x	$_____	($50.00)	$_____
Relocations (Parking Lot)	36	x 12 months	x	$_____	($50.00)	$_____
HD Tows (hourly rate)	2 hrs	x 12 months	x	$_____	($350.00/hr)	$_____
Standby (hourly rate)	2 hrs	x 12 months	x	$_____	($100.00)	$_____
Relocations (Space to Impound)	2	x 12 months	x	$_____	($50.00)	$_____
Motorist Assistance	152	x 12 months	x	$_____	($25.00)	$_____
Motorist Assistance (Fuel)	8	x 12 months	x	$_____	($35.00)	$_____
				Annual Port Authority Fees		$_____

B. Global Positioning Satellite (GPS) Equipment

Monthly Maintenance Fee $_____ x 12 months x _____ vehicles $_____

Monthly Cellular Fee $_____ x 12 months x _____ vehicles $_____

Warranty $_____/year x _____ vehicles $_____

GPS Total $_____

Estimated Total Annual Contract Cost – Option Year Two

$_____

(A)+(B)

No direct reimbursement is provided the Contractor for, among other things, expenses made by the Contractor for the salaried staff, drivers, dispatchers, or any other clerical support.

* Est. Monthly Activity is an average of the activity from 2003 – 2007.

COST PROPOSAL FORMS

On-Airport Tow Services and Motorist Assistance
at John F. Kennedy International Airport

Summary Estimated Three Year Contract Amount

Year One Estimated Total Annual Cost	$_____
Year Two Estimated Total Annual Cost	$_____
Year Three Estimated Total Annual Cost	$_____
Total Estimated Base Contract Cost	$_____
Option Year One Estimated Total Annual Cost	$_____
Option Year Two Estimated Total Annual Cost	$_____
Total Estimated Contract Cost	$_____

EXHIBITS

Exhibit 1: Acceptable Modes of Payment

Exhibit 2: Towing/Recovery Equipment Inventory

Exhibit 3: Towing and Motorist Assistance Key Quality Factors Statement

Exhibit 4: Towing Services and Motorist Assistance Level of Activity 2003-2007

Exhibit 5: Recommended Scheduled Hours of Services at John F. Kennedy International Airport

Exhibit 6: Uniform Specifications

Exhibit 7: Facility Performance Management Program

Exhibit 8: Map of Facility

Exhibit 9: Airport Standards Manual

Exhibit 10: The Port Authority of New York and New Jersey Air Terminal Rules and Regulations (available upon request)

Exhibit 1

ACCEPTABLE MODES OF PAYMENT

Name of Proposer: _____

The Proposer agrees to accept the following modes of payment from patrons for work or services performed under the provisions of this RFP:

1. CASH

☐ Accept ☐ Do not Accept

State any restrictions or limitations

_____

_____

2. TRAVELERS CHECKS

☐ Accept ☐ Do not Accept

State any restrictions or limitations

_____

_____

3. CHECKS

☐ Accept ☐ Do not Accept

State any restrictions or limitations

_____

_____

4. CREDIT/DEBIT CARDS

☐ Accept ☐ Do not Accept

☐ American Express ☐ Diners ☐ Discover

☐ Master Card ☐ Visa ☐ Other _____

State any restrictions or limitations

_____

_____

Exhibit 2

TOWING/RECOVERY EQUIPMENT INVENTORY

Name of Proposer: _____

Provide detailed information on the equipment the Proposer will provide to meet the needs of this RFP. (Use one sheet per vehicle. Photos may be attached. Not all definitions may be applicable to specific pieces of equipment. State N/A or unknown as applicable in such instances.)

Model Year: _____

Make: _____

Model: _____

Axle Configuration (e.g. 4x4, 6x4): _____

GVWR: _____ **GCWR:** _____

Type: ☐ Tow Truck ☐ Wheel-lift Tow Truck

☐ Flatbed Tow Truck ☐ Other:_____

Description: _____

_____

_____

Lift and tow capability (on-road) _____ pounds

Lift capability (with outriggers or blocks) _____ pounds

Additional features or capabilities:

_____

_____

Suitable for towing/recovery operations with (check all that apply)

☐ Light Vehicle: Passenger Vehicle up to 4,5000 lbs. (Motorcycles, Cars, SUV's, Mini-vans)

☐ Medium Vehicle: Any vehicle between 4,500 and 10,000 lbs.

☐ Heavy Vehicle: Any vehicle with 2 or more axles or over 10,000 lbs

Exhibit 3

TOWINGAND MOTORIST ASSISTANCE KEY QUALITY FACTORS STATEMENT

Name of Proposer: _____

Please provide information on your firm's performance in the following areas:

1. Uniformed Drivers: Does your company only dispatch uniformed drivers?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Does the uniform include the company name and collared shirts?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Are the drivers and other responders required to use appropriate safety attire such as steel toed shoes, hard hats or bump caps, gloves, reflective vests, etc.?

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide photo of driver in uniform with safety gear.)

2. Fleet Appearance:

Is there a regular program for cleaning vehicles?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Do all vehicles display company name clearly with phone number?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Is there are program for promptly repairing body damage, rust and corrosion?

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide photos of fleet vehicles.)

3. **Vehicle and Equipment Inspection:**

Are drivers required to do pre-trip and post trip inspections on their vehicles?

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide completed report samples.)

Is equipment on trucks inspected regularly and stamped or tagged with rating by the manufacturer?

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide photos of tagged chains or slings.)

4. **DMV reports on all drivers with copies of driver's licenses:**

Are motor vehicle reports checked on all drivers prior to hiring?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Are all drivers required to have a CDL?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Are CDL endorsements required? (Specify)

☐ No ☐ Yes If "Yes", Describe: _____

_____

Are medical and endorsement renewals dates tracked and is there a formal process for enforcing currency of medicals and endorsements?

☐ No ☐ Yes If "Yes", Describe: _____

_____

5. **Background Checks:**

Are background checks performed on all tow operators?

☐ No ☐ Yes If "Yes", Describe: _____

_____

6. Drug Free Workplace:

Does the proposer have a random drug testing program?

☐ No ☐ Yes If "Yes", Describe: _____

_____

7. Safety Program:

Does the proposer have a formal safety program?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Does the proposer conduct at least bi-monthly meetings, to discuss safety issues related to towing, repairs and driving (motor vehicle) issues?

☐ No ☐ Yes If "Yes", Describe: _____

_____

Does the proposer have meetings with safety instructors or attending safety clinics, or other external consultations to assure safety of operations?

☐ No ☐ Yes If "Yes", Describe: _____

_____

8. Professionally Trained Operators:

Are drivers/operators (working for the company for more than 6 months) required to participate in a hands-on training program by an accredited instructor or school? (Instruction should have the equivalent of, one day theory/class room and one day hands on live training in towing operations.)

☐ No ☐ Yes If "Yes", Describe: _____

_____

9. Company Policy Handbook:

Does the proposer have a company handbook stating history and policies for operators and other workers, and proof that workers have received the handbook?

☐ No ☐ Yes If "Yes", Describe: _____

_____

10. Operating and Procedures Manual:

Does the proposer have a printed handbook stating policy and operating and safety procedures for towing and customer service, and proof that workers have signed for receipt of the manual?

☐ No ☐ Yes If "Yes", Describe: _____

_____

11. Handbook on Dispatch Procedures:

☐ No ☐ Yes If "Yes", Describe: _____

_____

Does the proposer have professional guidelines and instructions for dispatch operators, and a formal logging system recording key contact information including date, time, phone numbers and other key data?

☐ No ☐ Yes If "Yes", Describe: _____

_____

12. Computerized Dispatch:

Is the system computer enhanced with reporting procedures and time date stamping etc.?

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide a printout of dispatch report.)

13. Recipient of Service or Performance Awards:

Is the proposer the recipient of any awards such as the Towman Ace Award, or awards given by legitimate third party for service and reliability or service excellance on a substantial volume of calls over 12 months?

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide a copy of the award or certificate.)

14. Membership in Towing Association:

Is the proposer a member of a recognized towing association?

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide a certificate or receipt of dues from association.)

15. Members of State or City Incident Management Teams:

As a participant of an incident command team you undergo continuous planning and training. You were picked because of your professional qualifications.

☐ No ☐ Yes If "Yes", Describe: _____

_____

(Please provide a copy of a letter from incident command center.)

16. Additional information relative to the quality of the towing/customer assistance services.

_____

_____

_____

Exhibit 4

Towing Service and Motorist Assistance Level of Activity 2003-2007

Port Authority Authorized Facility Tow Services & Customer Assistance

Year	Cust.Svc	Fuel	Tow	Drop	Reloc	PAPD Tow	PAPD Impound	HD Tow*	Aero	Stand By*
2003	2068	88	218	56	678	134	729	27	91	108
2004	2366	106	199	54	400	132	778	43.5	2	40
2005	2340	120	223	33	452	120	800	31	0	17
2006	2027	142	146	17	656	105	766	19	49	2
2007	2171	106	108	12	412	109	781	15	101	0
Ave Monthly Activity	152	8	12	2	36	8	54	2	3	2
	*Hours									

Authorized Facility Tow Services – Patron Activity

Year	Tow	Drop
2003	3656	3009
2004	4010	3087
2005	5031	2288
2006	4998	2364
2007	4650	1959
Ave. Monthly Activity	310	176

Exhibit 5

Recommended Scheduled Hours of Services at John F. Kennedy International Airport

Hours of Operation	Light Tow Ops	Dispatcher
0000 – 0500	3	1
0500 – 1300	4	1
1300 – 2400	6	1

1 Flatbed truck must be on airport premises at all times

1 Specialized Tow Truck according to Specs

All Trucks and Drivers must be dedicated to airport hours specified..

veen the hours of 0000 and 1300, Authorized Tow Services' dispatcher if properly licensed, may be included in the of drivers; however, between the hours of 1300 and 2400, Authorized Tow Services Contractor must maintain a sta drivers and a dedicated dispatcher.

Exhibit 6

UNIFORM SPECIFICATIONS

Tow Truck Driver and Dispatcher

1. SHIRTS -

Style:	Shirt
Fabric:	65% polyester - 35% cotton
Basic Features:	Plain front coat style, collar attached
Badge Reinforcement:	Separate patch of shirt material inside shirt
Winter:	Long Sleeves - quantity 5
Summer:	Short Sleeves - quantity 5

2. SHIRTS -

Style:	Jerzees Polo shirt
Fabric:	100% combed cotton
Features:	Polo shirt
Summer:	Short Sleeves – quantity 5

3. PANTS -

Style:	Plain front trousers
Fabric:	Summer/Winter Weight
Design:	The trousers should be made using a uniform pattern: Plain front with quarter top pockets and two back pockets, 2" belt loops.
Quantity:	4

4. HATS

Winter Style
Quantity: 1
Summer Style
Quantity: 1

5. SPECIFICATIONS FOR BELTS

General: The belt is to be made of seven ounce durable top grain cowhide leather with plain finish and half-lined. The buckle is to be gold plated.

Width: 1 3/4"
Style of Buckle: Hook on
Quantity: 1

6. COVERALLS
Style: Zipper, Front Full Length
Fabric: Light Weight, Water Repellant
Design: 2" safety reflective trim on sleeves, legs and back
Quantity: 1 Summer / 1 Winter

7. WINTER PARKER:

Fabric: Winter Weight
Quantity: 1

8. SWEATSHIRTS

Quantity: 2

9. EMBLEMS:

Custom made embroidered design and background. Logo and design approved by the Airport Manager.

10. SHOES/BOOTS:

Color: Black leather, hard soled
Type: Safety
Quantity: 1

Exhibit 7
FACILITY 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 (facility partners) whose staffs have direct customer contact while providing services at the facilities. 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 Facilities. 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 customer centric airports, as further described in the Request For Proposals and Form of Contract, and to become an important member of the Facility community, dedicated to meeting and exceeding the needs of the Facilities customers.

The Port Authority conducts ongoing customer satisfaction surveys that identified Courtesy *, Professionalism of Airport Employees, Signs and Directions, Facility Cleanliness and Condition, Quality and Variety of Food, Beverage and Retail Services, Gate Area Experience, 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, but not limited to, the "Monthly Mystery Shopper Program", the "Semi-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 direct its' own agents to 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 Customer Service Standards".

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 meet and exceed expectations with respect to performance under this Contract through the understanding and adoption of the following:

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

A. Airport Standards Manual

The Port Authority has 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 provide a means by which the services provided can be measured and tracked. The Proposer 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 as shown in Attachment E attached hereto and made a part hereof. 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 comes in contact with the customers. It begins with a genuine commitment on the part of management to foster a Total Quality Service Culture by making our facilities a safe and convenient place to be for our customers, partners and airport employees and improving and maintaining customer satisfaction with the facility experience.

Long-term changes in facility 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. To that end, the Contractor shall develop a plan that identifies how they -

a. communicate with internal staff as well as customers.
b. 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 Mystery Shops;
- Random surveys of Contractor's performance;
- Semi-annual as well as random inspections of the Contractor's services, facilities and equipment; and
- Customer Satisfaction Surveys.

A Base Line, including a ± 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 semi-annual basis Port Authority staff will provide the Contractor with results of the Surveys, Mystery Shops and Inspections.

Contractor performance or facilities that are consistently rated **"satisfactory"** may result in the Port Authority exercising the next applicable option period and an adjustment shall be made to the compensation payable to the Contractor in accordance with adjustments to the CPI as defined in the Section of this Contract entitled "Escalation."

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 will result in no adjustment permitted to compensation payable to the Contractor and may place the Contractor at risk of 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.

Exhibit 8
MAP OF THE FACILITY

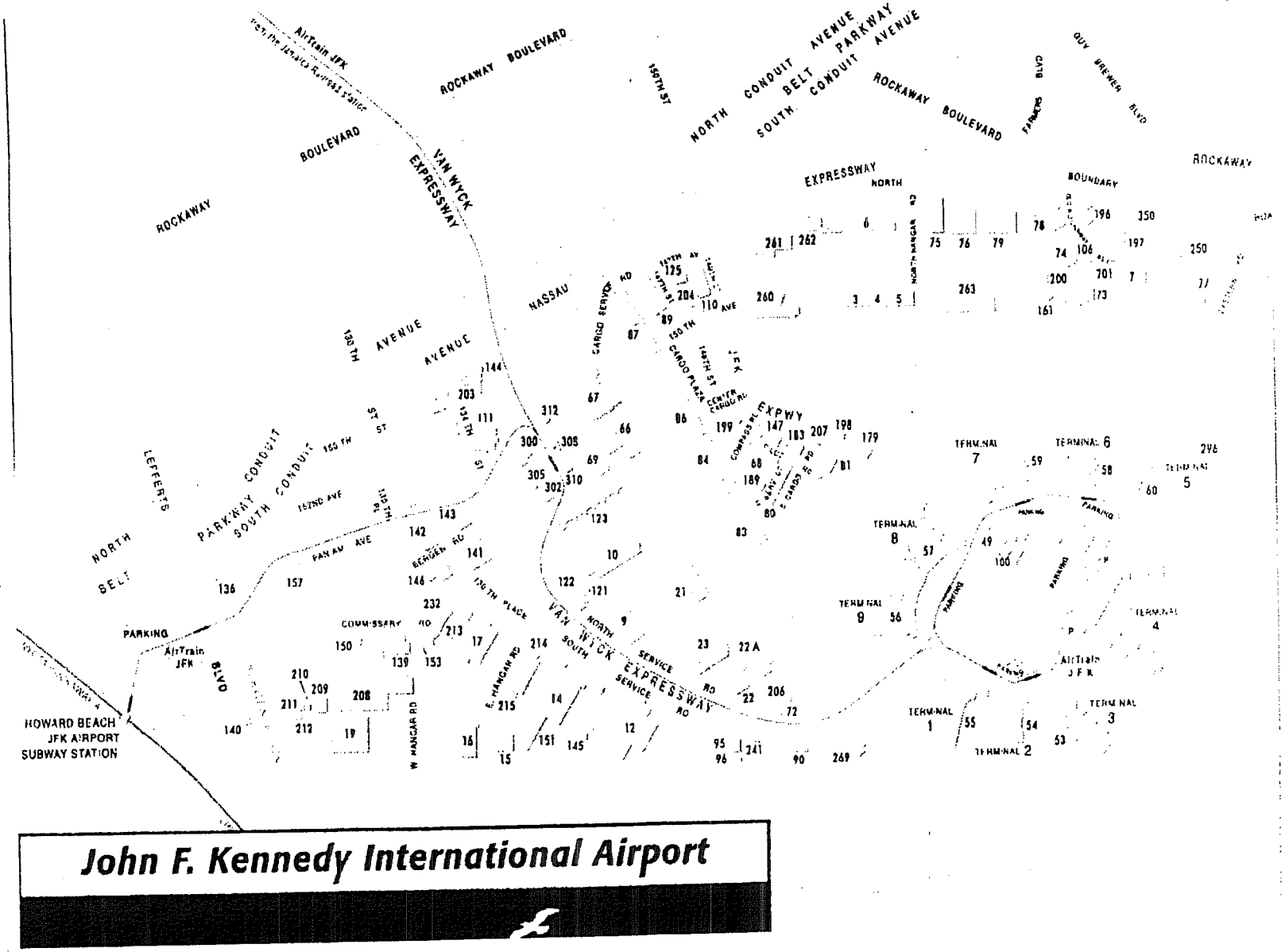

Exhibit 9

AIRPORT STANDARDS MANUAL

CUSTOMER SERVICE

Airport Standards Manual

John F. Kennedy International Airport
LaGuardia Airport
Newark Liberty International Airport
Teterboro Airport
Downtown Manhattan Heliport

Prepared and Published by
The Port Authority of New York & New Jersey - Aviation Department
Customer, Cargo, Concessions & Airport Services Division

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Fourth Edition, May 2005

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.*

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Introduction

Airport Standards Manual

The Airport Standards Manual (ASM) is produced by the Port Authority Aviation Department with all rights reserved. The ASM serves as the primary document outlining the customer service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Standards fall under three broad categories – Customer Service, Signing and Wayfinding, and Planning and Design for Terminals and Facilities. The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool.

Purpose

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual – Customer Service Standards for the benefit of all airport customers.

It is expected that the Port Authority and all employers on the airports strive to meet or exceed these standards.

This Manual defines *Customer Service Standards* and the *Performance Measurement Program* and is made available to all partners. It will continue to evolve and grow to meet the demands of our customers, through changes in operating procedures, facilities and the introduction of technology by the aviation industry and government regulations.

The Standards

These Customer Service Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

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

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

- All Terminal Planning shall be in conformance with the Port Authority Aviation Department ***Planning and Design for Terminals and Facilities Standards*** including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas and Concessions Locations and subject

to *Tenant Alteration Application (TAA) Procedures and Standards Guide* reviews and subsequent addenda.

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

Customer Service Standards are being implemented at Port Authority airports facilities, and are reviewed regularly against best industry practices to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, facility quality assurance reviews, focus groups and data gathered for the Port Authority.

Due to modifications, either through addition or deletion, standards numbering may be different from the previous edition. Also, this edition of the manual includes a designation at the end of each of the standards indicating whether the standard is a high or routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered routine in nature.

Immediate Action Items

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

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

If mystery shoppers/inspectors witness any of these conditions they will immediately notify the proper airport contacts. For EWR, call 973-961-6154, for JFK, call 718-244-8158 and for LGA, call 718-533-3700.

Airport Performance Measurement Program (APMP)

I. SERVICE COMMITMENT

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

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

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

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

All airport employees are responsible for upholding the Airport Standards Manual (ASM) - Customer Service Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas. It is suggested that all partners attend an annual briefing session with the Port Authority to review these standards.

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

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

II. OBJECTIVES

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

Where the ASM - Customer Service Standards defines good customer service, the APMP defines performance measurement and provides a management tool to recognize Satisfactory performance and to monitor actions taken to address areas in **Need of Improvement**. By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of their commitment necessary for quality airport customer service.

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

III. METHODOLOGY

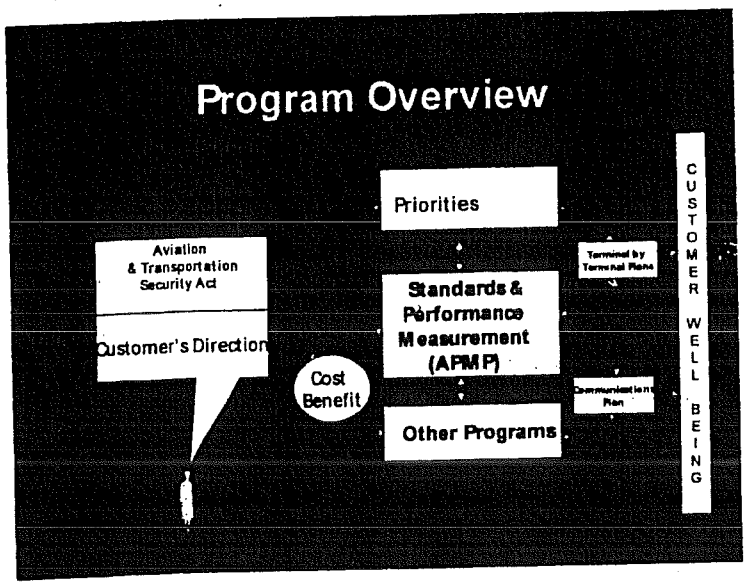
This section proposes a general framework for a quantitative strategy to:

(1) Measure Partners' performance.
(2) Provide an objective means for recognizing **Satisfactory** performance.

(3) Monitor actions required by Port Authority staff and Partners in areas in "**Need of Improvement**" that will help improve performance.

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

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



Figure

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

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

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

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

A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners performance. Limiting the data to few sources allows Port Authority staff to focus their efforts on developing and refining the questions and data collection procedures, rather than attempting to use multiple sources that employ different collection techniques and scoring methodologies. Mystery shopping, facility quality assurance reviews, and additional data collection all monitor Partners performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer service:

1. **Customer Satisfaction Survey** – The Customer Satisfaction Survey report quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen passengers are asked to rate various service area attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers indicating scores of 8 and higher are considered to be "delighted or pleased." A score is obtained by dividing the total number of passengers polled by the number of passengers who are delighted or pleased with the service.
2. **Mystery Shopping** – The mystery shopping report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage is reported for each Partner. This is the predominant method of data collection as it provides some measure of Partner performance for all of the service standard categories.

THE PORT AUTHORITY OF NY & NJ

Mystery Shop Summary Report

Figure 2 Mystery Shopping Summary

ɔperty Number: EWR-B-TO

ɔperty Name: Newark Terminal B Operator - PA

te of Evaluation: 3/23/2005

evious Evaluation: 2/14/2005

	Standards Missed	Max to Pass	Status	Rolling Average	Previous Score	Gap to Acceptability	High	Routine
ERMINAL	27			24.00	21	13%		
JRBSIDE DEPARTURE	5			7.50	10	11%		
verall Cleanliness/ Conditions	4			5.00				
urbside Departure	5							
andards of Cleanliness	1							
andards of Condition	3							
andards of Functionality	0							
gns, Directions, and Information	0							
andards of Employee Attitude, ɔpearance and Knowledge	1			2.50				

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

THE PORT AUTHORITY OF NY & NJ

Facility Summary Report

Figure 3 Inspection Summary

Property Number: EWR-B-TO
Property Name: Newark Terminal B Operator - PA
Date of Evaluation: 1/14/2005
Previous Evaluation:

	Standards Missed	Max to Pass	Status	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	243			243	N/A	15%
CURBSIDE DEPARTURE	7			7	N/A	29%
Curbside Departure - Terminal B	7					
Standards of Cleanliness	2					
Standards of Condition	5					
Standards of Functionality	0					
Signs, Directions, and Information	0					

4. **Additional Data Collection and Partners' Information** – This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. The areas subject to data collection include but are not limited to airlines check-in, gates and speed/accuracy of baggage delivery, TSA wait time at security checkpoints, CBP wait time, US VISIT Exit process, Air Train, taxi queue, and parking lot exit wait time and queues.

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

B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed monthly and will be supplemented with periodic staff facility quality assurance reviews and data collection. These two monitoring sources

will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual facility quality assurance reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, facility quality assurance reviews, or data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random facility quality assurance reviews for cleanliness, condition and functionality based on the ASM – Customer Service Standards. Contractor performance will be evaluated based upon criteria including, but not limited to, the degree and extent to which the contractor can effectively manage the services outlined in its' Port Authority Agreement, the quality of the employee-training program and the ability to retain employees in the service at the Airport. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff facility quality assurance reviews.

For Port Authority contractors, performance over the entire contract period will be taken into account and the final contract year will have several measurement periods. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor's scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

Scorecards contain an overview of the grading system and the performance targets for several areas. Performance targets have been set based on achievable scores from previous surveys, mystery shops or facility quality assurance reviews. Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established.

The overall performance measurement strategy is based on the calculation of a total weighted score derived from the data sources described above. Using the overall weighted score, the Port Authority could provide a performance bonus for **Satisfactory** performance or enact actions for under-performance or areas in **Need of Improvement**. The measurement of performance for some areas may be based upon one or more measurement source while others may use multiple measurement sources to establish a base score.

Based on the results of the weighted score, the Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures , and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target.

Figure 4 illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement**.

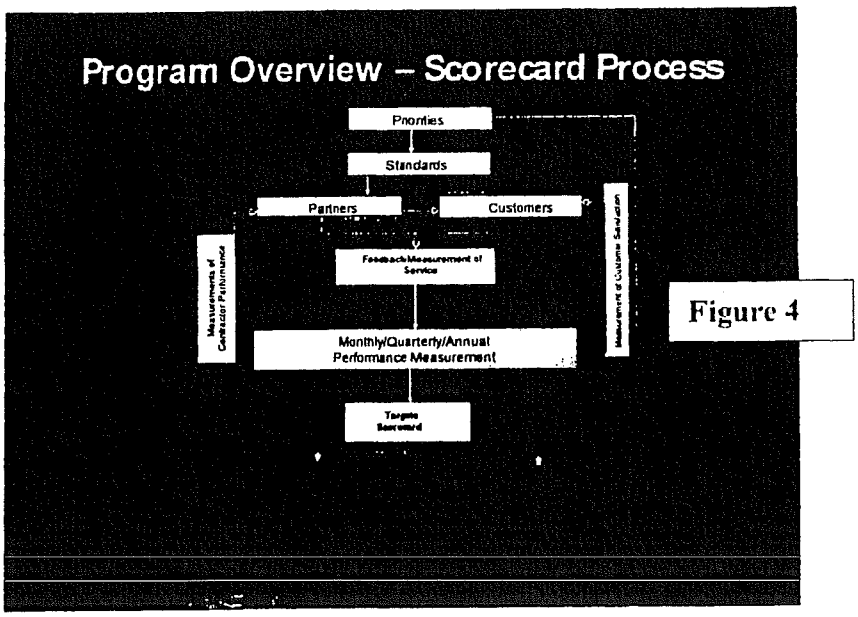


Figure 4

IV. SCORECARDS

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of 3rd-party partners performance.

There are two categories of contractors – those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines . In many cases, the Port Authority has the ability to recognize Satisfactory performance and also to take appropriate action(s) when performance is rated in **Need of Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

- The following is a list of existing scorecards measuring courtesy of employees:
  - Concessions (retail, food & beverage).
  - Parking
  - Taxi Dispatch
  - On Airport Bus

- The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:
  - Concessions (retail, food & beverage)
  - AirTrain Stations
  - Parking
  - Gate Areas
  - Taxi Dispatch
  - AirTrain Vehicles
  - On-Airport Bus
  - Restrooms

A. Scorecards Descriptions & Methodology

- A[illegible]le Needs Improvement Scorecard [Figure 5]

Performance Measurement Scorecard - Gate Area

Central Terminal Building - LGA

Gates	Security Lanes	Gate Sq. Ft	Avg. Mvmt. Per Day	Avg. Mvmt per Gate per Day	Annual Outbound Pax	Avg. Sq. Ft. Gate Area	Sq Ft per Avg Daily Pax	IATA Level of Service
38	12	48,000	404	11	5,468,274	1,263	3.2	F

	Customer Satisfaction		Mystery Shopping		Facility Quality Assurance	
			Condition			Routine Items
Timeframe	Annual - June 2004		Rolling Average		Semi-Annual January 2005	
Actual Score	37		[illegible]	[illegible]	--	17
Performance Target	49-54		8			29
Specific Results	[illegible]		[illegible]			[illegible]

Overall Progress	Needs Improvement

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

Notes

- This is an interim scorecard. ONLY MYSTERY SHOPPING AND INSPECTION SCORES WILL BE A FACTOR IN THE DETERMINATION OF THE "OVERALL PROGRESS" SCORE.
- Customer Satisfaction Target [illegible] but never lower than the prior target.
- Mystery Shop Target for condition [illegible] but never higher than the prior target
- Inspection Targets [illegible] Next targets may be lower but never higher
- [illegible]
- [illegible]

- A sample Satisfactory scorecard [Figure 6]

Performance Measurement Scorecard - Gate Area Terminal B - EWR								
Gates	Security Lanes	Gate Sq. Ft	Avg. Mvmt. Per Day	Avg. Mvmt per Gate per Day	Annual Outbound Pax	Avg. Sq. Ft. Gate Area	Sq Ft per Avg Daily Pax	IATA Level of Service
25	8	81,000	164	7	3,033,763	3,240	9.7	D

	Customer Satisfaction		Mystery Shopping		Facility Inspection	
			Condition		High Priorities	Routine Items
Timeframe	Annual - June 2004		Rolling Average		Semi-Annual January 2005	
Actual Score	55		4		9	36
Performance Target	49-54		5		12	48
Specific Results	Satisfactory		Satisfactory		Satisfactory	Satisfactory

Overall Progress	Satisfactory

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

Notes
• Customer Satisfaction Target [illegible] but never lower than the prior target.
• Mystery Shop Target for condition [illegible] but never higher than the prior target
• Inspection Targets [illegible] Most targets may be lower but never higher.
• Gate and Terminal [illegible]
• Passenger [illegible]

The scorecards are created by the Aviation Department based on the information obtained through various measurement sources. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. Below is a description of how the targets are set for each of the measurement methods.

Customer Satisfaction Survey: The customer satisfaction survey results are produced annually, and therefore the scorecard will be updated with this information only once a year. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 54 percent. The gate areas in the Central Terminal Building at LGA were deemed unacceptable because their score was not within

the acceptable range, thereby receiving a classification of "**needs improvement**". **Figure 6** illustrates a scorecard in which all targets have been met or exceeded and therefore performance is rated as "**satisfactory**".

Mystery Shopping: Mystery Shopping is performed monthly, with each terminal being shopped once per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops. The lower number missed, the better the score. Each functional area's score for the twelve (12)-month period preceding the issuance of the scorecard will constitute their "rolling average". The lowest "rolling average" score in each functional area from each airport will be averaged to obtain the target scores. A five (5)-point margin will be applied to the target score. To be considered "satisfactory", the area must fall within this range. The mystery shopping scores will be updated on each semi-annual scorecard.

Facility Quality Assurance Reports: The facility quality assurance review will be performed semi-annually. The scoring for the facility quality assurance reviews is based on the number of standards missed, however the scores are divided based on their priority into high or routine items. Much like mystery shopping, the goal is to have the lowest score possible in both categories, high or routine. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement. Taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria calculate the facility quality assurance review score. This provides a pro-rated score that can then be applied to each terminal or location to assess their performance relative to the rest of the airports. For example, restrooms use the number of fixtures (defined as toilets and urinals) as the measurement criteria. The total number of deficiencies is summed and divided by the total number of fixtures across the airports providing a "per fixture" number of acceptable deficiencies. This score is then multiplied by the number of fixtures in a terminal to determine the target, or limit, number of deficiencies. This calculation is performed for both the high deficiencies and the routine deficiencies. The following are the measurement criteria for the areas of the scorecard:

- Restrooms - Number of Fixtures
- Gate Areas - Square Feet
- Concessions - Square Feet
- Taxi Dispatch - Number of Booths
- On-Airport Bus - Number of Buses
- Parking - Number of Public Parking Spaces
- AirTrain Stations - Square Feet
- AirTrain Vehicles - Number of Vehicles

V. OTHER SCORECARDS UNDER DEVELOPMENT FOR THE 5TH EDITION OF THE ASM-CUSTOMER SERVICE STANDARDS

The Aviation Department will work with partners to develop an acceptable approach to measure and monitor performance for the following standards that are not currently being mystery shopped, or reviewed for quality assurance or surveyed. The following new scorecards will focus on courtesy of staff, cleanliness, condition and functionality and wait times as applicable:

Standards 2.0	Curbside
Standards 3.0	Airline Ticket lobby Check-in Areas
Standards 4.0	Walkways, Corridors, Elevators & Escalators
Standards 5.0	Passenger and Baggage Screening Areas
Standards 10.0	Baggage Claim & FIS Areas
Standards 16.0	Ramp & Airside
Standards 19.0	Assistance to Passengers with Reduced Mobility (PRM)

1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind "*... people may not remember exactly what you did or what you said ... but they will always remember how you made them feel*".

Standards of Employee Attitude, Appearance, Awareness and Knowledge

All employees will meet or exceed the following standards:

1.1 Attitude, all employees shall:

1.1.1 Greet all customers in a friendly and professional manner. Address customers proactively – be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact.

1.1.2 Display a positive attitude toward passengers and fellow employees at all times.

1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.

1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer's problem.

1.1.5 Be capable of communicating clearly when in contact with customers.

1.1.6 Refrain from using foul or inappropriate language at any time.

1.1.7 Use a proper and courteous vocabulary and tone of voice with customers.

1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.

1.1.9 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.

1.1.10 Focus on customers and not gather in a group to chat while on duty.

1.1.11 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.

1.1.13 Not nap or sleep while on duty or in a public area.

1.1.14 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

1.2 Appearance, all employees shall:

1.2.1 Be well groomed, clean and present a professional appearance.

1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.

1.2.3 Wear nametags and/or official identification that is visible to the public at all times.

1.2.4 Wear clean, neat and pressed uniforms while on duty.

1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

1.3 Awareness, all employees shall:

1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.

1.3.2 Inspect their vehicles regularly for suspicious items while operating on the AOA.

1.3.3 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.

1.3.4 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.

1.3.5 Ensure that all AOA doors and gates are closed properly after each use.

1.3.6 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport–issued identification card each time they enter the AOA or SIDA.

1.3.7 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.

1.3.8 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.

1.3.9 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.

1.4 Knowledge, all employees shall:

1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.

1.4.2 Convey accurate information using clear and understandable terms.

1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.

1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.

1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)

1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

2.0 – Curbside

Curbside General Requirements

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Smoking receptacles shall be readily available on the curbside. {R}

c) Skycap service shall be readily available. {R}

2.1 Standards of Cleanliness

2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}

2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}

2.1.3 All glass shall be clean and free of streaks and smudges. {R}

2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}

2.1.6 Walls shall be clean and free of graffiti. {R}

2.1.7 Curbside check-in counters and self-service check-in kiosks shall appear clean and organized, uncluttered and without visible damage. {R}

2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}

2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

2.2 Standards of Condition

2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}

2.2.2 Entrance and exit doors shall be maintained in good working order. {R}

2.2.3 All glass shall be in good condition with no visible damage. {R}

2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}

2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}

2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

2.2.10 Snow and ice shall be removed from walkways and roadways. {H}

2.2.11 Roadways shall be well maintained and free of potholes. {R}

2.3 Standards of Functionality

2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}

2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}

2.3.3 Public address systems shall be clear and audible. {R}

2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}

2.3.5 All doors shall operate properly. {R}

2.0 - Curbside

2.4 *Signs, Directions, and Information*

2.4.1 Directional signs shall be visible, legible and accurate. {R}

2.4.2 Signs shall clearly indicate the location of services. {R}

2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}

2.4.5 Appropriate directional signs shall be visible at every decision point. {R}

3.0 – Airline Check-in Areas

Airline Check-In Area General Requirements

a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}

b) Trash receptacles shall be available in the airline check-in areas. {R}

3.1 Standards of Cleanliness

3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}

3.1.2 Workspaces shall always appear uncluttered and organized. {R}

3.1.3 Seating shall be clean and free of stains. {R}

3.1.4 Windowsills shall be free of dust and debris. {R}

3.1.5 Windows shall be free of streaks and smudges. {R}

3.1.6 Wastebaskets shall be clean and not overflowing. {R}

3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}

3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

3.1.9 Floors shall be dry, free from spills and water. {H}

3.1.10 Ceilings shall be clean and free of dust. {R}

3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}

3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

3.0 – Airline Check-in Areas

3.2 Standards of Condition

3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}

3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}

3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}

3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}

3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}

3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}

3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}

3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

3.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

3.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}

3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}

3.2.13 Heating and air conditioning units shall be in good working condition. {R}

3.2.14 Stanchions, ropes and, "tensa barriers" shall be well maintained and in good repair. {R}

3.2.15 Employees' personal belongings shall not be visible to customers. {R}

3.0 – Airline Check-in Areas

3.3 Standards of Functionality

3.3.1 Flight Information Display System (FIDS) monitors shall be provided, and be in working order. {R}

3.3.2 Telephones shall be in working order. {R}

3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Terminal Ticket Counter – 45-foot candles.** {R}

3.3.4 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

3.4 Signs, Directions, and Information

3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}

3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}

4.0 – Walkways/Corridors/Elevators/Escalators

4.1 Standards of Cleanliness

4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}

4.1.2 Floors shall be dry, free of spills or water. {H}

4.1.3 Ceilings shall be clean and free of dust. {R}

4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}

4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}

4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}

4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

4.1.8 Heating and air conditioning units shall be clean and dust free. {R}

4.2 Standards of Condition

4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

4.2.2 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

4.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {H}

4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}

4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}

4.2.6 Elevator button lights and switches shall be in good condition. {R}

4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}

4.2.8 Corridors and walkways shall be free of obstructions. {R}

4.2.9 Heating and air conditioning units shall be in working order. {R}

4.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

4.3 Standards of Functionality

4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}

4.3.2 Elevator button lights and switches shall be operational. {R}

4.3.3 Public address system shall be in working order and audible from all areas. {H}

4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles.** {H}

4.3.5 In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

4.4 Signs, Directions, and Information

4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}

4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}

4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}

4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

5.0 – Passenger and Baggage Screening Areas

5.1 Standards of Cleanliness

5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}

5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}

5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}

5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}

5.1.5 Ceilings shall be clean and free of dust. {R}

5.2 Standards of Condition

5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}

5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}

5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}

5.2.6 Ceilings shall be free from stains and broken tiles. {R}

5.2.7 Sign frames, holders and stands shall be in good condition. {R}

5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}

5.2.9 Employee's personal belongings shall not be visible to customers. {R}

5.3 *Standards of Functionality*

5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery and aids shall be maintained and in working order. {H}

5.3.2 Queue time at the passenger screening areas shall not exceed ten (10) minutes. {H}

5.3.3 Queue time at the baggage screening areas shall not exceed ten 10 minutes. {H}

5.3.4 Stanchions, ropes and "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

5.4 *Signs, Directions, and Information*

5.4.1 Internal notices shall not be displayed in public areas. {R}

5.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.3 Clear, visible and accurate signing shall be placed at key decision points and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.4 Only approved regulatory signs shall be used. {R}

6.0 - Restrooms

General Requirements

a) Restrooms shall have sinks with soap dispensers. {R}

b) Female restrooms shall be equipped with sanitary dispensers and sanitary trash receptacles. {R}

c) All restrooms shall have sanitary seat covers available. {R}

d) All stall doors must have door locks or latches. {H}

e) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}

f) All restrooms shall be equipped with an appropriate number of trash receptacles. {R}

g) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

6.1 Standards of Cleanliness

6.1.1 Floors shall be free of debris and stains and appear clean. {R}

6.1.2 Floors shall be dry, free of spills or water. {H}

6.1.3 Unpleasant odors shall not be detected. {R}

6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}

6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}

6.1.6 Entranceways and doors shall be clean and free of debris. {R}

6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}

6.1.8 Urinals shall be clean and free of debris. {R}

6.1.9 Tiles and walls shall be clean. {R}

6.1.10 Soap dispensers shall be clean and free of soap scum. {R}

6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}

6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

6.1.13 Sanitary dispensers shall be clean. {R}

6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.1.15 Baby changing stations shall be clean. {R}

6.1.16 Walls and doors of toilet and toilet stalls shall be clean. {R}

6.1.17 Ceilings shall be clean and free of dust. {R}

6.1.18 Countertops shall be clean and free of debris and be dry. {R}

6.2 Standards of Condition

6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}

6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}

6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}

6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}

6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}

6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}

6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}

6.2.8 Soap dispensers shall be in good condition. {R}

6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}

6.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts.{R}

6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}

6.2.12 Trash and sanitary receptacles shall be in good condition. {R}

6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}

6.2.14 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint. {R}

6.2.15 Ceilings shall be free of cracks and stains. {R}

6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}

6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

6.3 Standards of Functionality

6.3.1 Public address system shall be clear and audible in the restroom areas. {H}

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}

6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Restrooms – 23 foot-candles**. {H}

6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}

6.3.5 Toilets and urinals shall be in working order. {H}

6.3.6 Door locks and latches shall be in working order. {H}

6.3.7 Sink drains and faucets shall be in working order. {R}

6.3.8 Baby changing stations shall be in working order. {H}

6.3.9 Sanitary dispensers shall be filled and in working order. {R}

6.3.10 Soap dispensers shall be in working order and have soap available. {R}

6.3.11 Unpleasant odors shall not be detected. {R}

6.4 Signs, Directions, and Information

6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}

7.0 – Gate Areas

General Requirements

a) Telephones shall be available in the gate area. {R}

b) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

c) Public address system shall be available in every gate area. {R}

d) Flight Information Display Systems shall be available in or around the gate areas. {R}

7.1 Standards of Cleanliness

7.1.1 Seating shall be clean and free of debris and stains. {R}

7.1.2 Windowsills shall be free of dust and debris. {R}

7.1.3 Windows shall be clean and free of streaks and smudges. {R}

7.1.4 Trash receptacles shall be clean and not overflowing. {R}

7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}

7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

7.1.7 Floors shall be dry, free of spills or water. {H}

7.1.8 Ceilings shall be clean and free of dust. {R}

7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}

7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}

7.1.11 Heating and air conditioning units shall be clean and dust free. {R}

7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

7.0 – Gate Areas

7.1.13 Counters/podiums and kiosks shall be clean and free of debris. {R}

7.1.14 Advertising and display areas shall be clean and free of debris. {R}

7.2 ***Standards of Condition***

7.2.1 Seating shall be free of rips, tears and broken parts. {R}

7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}

7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}

7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}

7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

7.2.7 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

7.2.8 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}

7.2.10 Heating and air conditioning units shall be in good working condition. {R}

7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good working condition, with no visible damage or broken parts. {R}

7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

7.3 Standards of Functionality

7.3.1 The Public Address System shall be clear and audible at all times. {H}

7.3.2 Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

7.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Gate Areas – 38 foot-candles**. {H}

7.3.4 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}

7.3.5 Telephones shall be in working order. {R}

7.3.6 Television monitors shall be clear, visible and in good working condition. {R}

7.3.7 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

7.4 Signs, Directions, and Information

7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.0 – Retail Services

8.1 Standards of Cleanliness

8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}

8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

8.1.3 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

8.1.4 Glass windows and display cases shall be clean. {R}

8.1.5 Light fixtures and assemblies shall be clean and free of dust. {R}

8.1.6 All walls and columns shall be clean. {R}

8.1.7 Ceilings shall be clean and free of dust. {R}

8.1.8 Sales and cashier areas shall appear neat, organized and clean. {R}

8.1.9 Heating and air conditioning units and vents shall be clean. {R}

8.2 Standards of Condition

8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}

8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

8.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}

8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

8.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no visible broken parts. {R}

8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}

8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}

8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}

8.2.10 Stock shall be stored out of view of customers whenever possible. {R}

8.2.11 Ceilings shall not be stained or have any broken tiles. {R}

8.2.12 Employees' personal belongings shall not be visible to customers. {R}

8.2.13 Heating and air conditioning units shall be in good working order. {R}

8.2.14 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas. {R}

8.3 Standards of Functionality

8.3.1 In the event of flight delays, essential services should remain open for passengers in the terminal after normal business hours. {H}

8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles.** {H}

8.3.3 Public Address System (PAS) and music system shall be in a clear and audible working condition with appropriately set volume level. {H}

8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}

8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

8.4 Signs, Directions, and Information

8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}

8.4.2 Operators whose lease agreement require, shall prominently display "Street Pricing" signing. {R}

8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}

8.4.4 Hours of operations shall be displayed and fully observed. {R}

8.4.5 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}

8.4.6 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}

8.4.8 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

8.4.9 When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet. {R}

8.4.10 There shall be no unauthorized postings. {R}

8.4.11 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

8.5 Standards of Retail Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}

8.5.2 Employees shall always provide customers with a receipt and a "thank you". {R}

8.5.3 Employees shall always give correct change. {R}

8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}

8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

8.5.6 Any complaints shall be dealt with promptly and records maintained. {R}

8.5.7 Employees shall have appropriate knowledge of items being sold. {R}

8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

8.6 ***Standards of Product***

8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

8.6.2 Merchandise shall be attractively displayed. {R}

8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}

8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}

8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}

8.6.6 All prices shall be clearly displayed. {H}

8.6.7 Customer comment cards shall be readily available. {R}

8.6.8 No items shall remain on shelves past expiration dates. {R}

8.6.9 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}

8.6.10 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

9.0 – Food & Beverage

9.1 Standards of Cleanliness

9.1.1 All areas in the establishment shall be clean and well maintained. {R}

9.1.2 Debris shall be removed from tables and counters within two minutes. {R}

9.1.3 Area shall be free of unpleasant odors. {R}

9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

9.1.5 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

9.1.6 Ceilings shall be clean and free of dust. {R}

9.1.7 Glass windows and display cases shall be clean. {R}

9.1.8 All food used for display purposes shall be changed regularly. {R}

9.1.9 Sales and cashier areas shall appear organized and clean. {R}

9.1.10 Tray slides shall be clean. {R}

9.1.11 Trays shall be washed, not just wiped. {R}

9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}

9.1.14 All visible cooking equipment shall be clean. {R}

9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

9.1.16 Heating and air conditioning units and vents shall be clean. {H}

9.2 Standards of Condition

9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}

9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

9.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}

9.2.6 Ceilings shall be free of stains and broken tiles. {R}

9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}

9.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas. {R}

9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}

9.2.11 Employees' personal belongings shall not be visible to customers. {R}

9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}

9.3 Standards of Functionality

9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}

9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candles**. {H}

9.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level. {H}

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

9.4 Signs, Directions, and Information

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signing. {R}

9.4.3 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.4 Hours of operations shall be displayed and fully observed. {R}

9.4.5 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.6 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.10 There shall be no unauthorized postings. {R}

9.5 Standards of Food and Beverage Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and a 'thank you." {R}

9.5.3 Employees shall always give correct change. {R}

9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}

9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}

9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

9.5.7 Any complaints shall be dealt with promptly and records maintained. {R}

9.6 Standards of Product

9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}

9.6.2 Menus shall be well designed, clean and display the correct prices. {R}

9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

9.6.4 No items shall remain on shelves past expiration dates/times. {H}

9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}

9.6.6 Hot food shall be delivered hot; cold food shall be delivered cold. {R}

9.6.7 Clean trays shall be available. {R}

9.6.8 Customer comment cards shall be readily available. {R}

9.6.9 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

10.0 – Baggage Claim

General Requirements

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Public Address System (PAS) shall be available. {H}

10. 1 Standards of Cleanliness

10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}

10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}

10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}

10.1.5 Ceilings shall be clean and free of dust. {R}

10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}

10.1.7 Seating shall be clean and free of stains. {R}

10.1.8 Windowsills shall be free of dust and debris. {R}

10.1.9 Windows shall be clean and free of streaks and smudges. {R}

10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}

10.2 Standards of Condition

10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

10.2.4 Heating and air conditioning units shall be in good working condition. {R}

10.2.5 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

10.2.6 Seating shall be free of rips, tears and broken parts. {R}

10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}

10.2.8 Windows shall be in good condition, free of scratches or marks. {R}

10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}

10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

10.2.11 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}

10.3 Standards of Functionality

10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}

10.3.2 The Public Address System shall be clear and audible. {H}

10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}

10.3.4 Television monitors shall be in good working condition. {R}

10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles**. {H}

10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}

10.4 Signs, Directions, and Information

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.0 – Baggage Claim

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event that baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.0 – Ground Transportation

11.1 Standards of Cleanliness

Ground Transportation Information Counters

11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}

11.1.2 Computers and monitors shall be clean and free of dust. {R}

11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}

11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

On-Airport Bus Services

11.1.5 All vehicle lighting shall be clean and free of debris. {R}

11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.7 Vehicle interiors shall be clean and free of debris. {R}

11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}

11.1.10 Seating shall be clean and free of graffiti. {R}

Permittee Services

11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.12 Vehicle interiors shall be clean and free of debris. {R}

11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}

11.1.14 Seating shall be clean and free of graffiti. {R}

11.0 – Ground Transportation

Bus Shelters

11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}

11.1.16 All bus shelter interiors shall be clean and free of debris. {R}

11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}

11.1.19 Seating shall be clean and free of graffiti. {R}

11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}

11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

11.2 Standards of Condition

Ground Transportation Information Counters

11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}

11.2.2 Computers and monitors shall be in good working condition. {R}

11.2.3 All telephones, including self-service phones shall be in good condition. {R}

11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}

11.2.5 Employee's personal belongings shall not be visible to customers. {R}

Airport Bus and Permitee Services

11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}

11.2.7 Vehicular body damage shall be repaired promptly. {R}

11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}

11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}

11.2.11 Employee's personal belongings shall not be visible to customers. {R}

11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

Permittee Services

11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}

11.2.14 Vehicle interiors shall be in good condition. {R}

11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}

11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

Bus Shelters

11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}

11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}

11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

11.3 Standards of Functionality

Ground Transportation Information Counters

11.3.1 All customer service representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}

11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}

11.3.3 Computers and monitors shall function properly, {R}

11.3.4 All telephones, including self-service telephones, shall function properly. {R}

On-Airport Bus Services

11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.7 Doors and windows shall operate properly and easily. {H}

11.3.8 Waiting time during peak periods for shall not exceed fifteen (15) minutes. {R}

11.3.9 Public Address systems and announcements shall be clear audible, and up to date. {R}

11.3.10 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

Permittee Services

11.3.11 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.12 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.13 Only authorized permittees shall make pick-ups at designated areas. {R}

11.4 Signs, Directions and Information

Ground Transportation Information Counters

11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.2 Ground Transportation waiting area shall be clearly identified. {R}

11.4.3 All transportation information shall be accurate and up to date. {H}

11.4.4. All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

On-Airport Bus Services

11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}

11.4.6. Pick-up locations shall be clearly designated. {R}

11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}

11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

Bus Shelters

11.4.10. Bus headways shall be prominently displayed. {R}

11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)

11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}

11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within one (1) hour of the request for such service at Ground Transportation Information Center. {R}

12.0 – Taxi Dispatch

12.1 Standards of Cleanliness

12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}

12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}

12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

12.2 Standards of Condition

12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}

12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}

12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}

12.2.4 Queue line railing, where installed, shall be free of defects. {R}

12.3 Functionality

12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}

12.4 Signs, Directions, and Information

12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}

13.0 – Parking Lots & Garages

13.1 Standards of Cleanliness

13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}

13.1.2 Escalators and elevators shall be clean and free of debris. {R}

13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}

13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}

13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}

13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}

13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}

13.1.9 Drains shall be clear and free of debris. {R}

13.1.10 Unpleasant odors shall not be detected. {R}

13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

13.2 Standards of Condition

13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}

13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}

13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}

13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}

13.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}

13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}

13.2.11 Striping shall be visible. {R}

13.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

13.3 Standards of Functionality

13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations. {H}

13.3.3 All equipment shall be functioning and in good working order. {R}

13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}

13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}

13.3.6 Escalators and elevators shall be in working order. {R}

13.3.7 Elevator button lights and switches shall be operational. {R}

13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}

13.3.9 A "red light" shall be displayed indicating a closed lane. {R}

13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

13.4 Signs, Directions, and Information

13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.5 Signing for "help" phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.6 A plaque with the cashier's name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}

13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

13.0 – Parking Lots & Garages

13.5 Standards of Parking Employees

In addition to the following standards, all employees shall conform to the same Employee, Attitude, Appearance and Knowledge as outlined in Standard 1.0.

13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}

13.5.2 Employees shall "thank" every customer and offer a receipt. {R}

14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

14.1 Standards of Cleanliness

14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}

14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

14.2 Standards of Condition

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}

14.2.5 Floors shall be dry and free of spills or water. {R}

14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}

14.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

14.2.8 No unpleasant odors shall be emitted from the construction site. {R}

14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}

14.2.10 Construction workers shall obtain and prominently display official identification. {H}

14.3 Standards of Functionality

14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}

14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}

14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}

14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

14.3.5 Any major capital projects having impact on customer services shall be posted on appropriate websites. {R}

14.4 Signs, Directions, and Information

14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}

14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}

14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}

14.4.4 Renderings of the new facility shall be posted at appropriate locations. {R}

14.4.5 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

15.0 – Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and ***exclude scheduled carriers*** who have established policies, procedure and guidelines to handle stranded and delayed passengers.

15.1 Standards for Representation

15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.

15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is air born. The representative shall sign-in and sign-out with the Terminal Operator.

15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)

15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:

A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;

B. Name(s) of all authorized representative(s) on duty;

C. 24-hour telephone contact;

D. 24-hour fax number;

E. E-mail address;

F. Mailing address;

G. The name of ground handling company;

H. Name and contact of handling company's authorized representative;

I. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

J. Provide website address for posting of information.

15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.

15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.

15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

15.2 Standards for Information

15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.

15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.

15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

15.3 Standards for Services in case of flight delay or cancellation

15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.

15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.

15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

16.0 – Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

16.1 Standards of Ramp Cleanliness

16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}

16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}

16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}

16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}

16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}

16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}

16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}

16.1.9 All drains shall be clear and free of debris. {R}

16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}

16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

16.2 Standards of Equipment Cleanliness

16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}

16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}

16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}

16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}

16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

16.3 Standards of Ramp Condition

16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}

16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}

16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}

16.3.4 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}

16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}

16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}

16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

16.4 Standards of Equipment Condition

16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}

16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}

16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

16.5 Standards of Equipment Functionality

16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}

16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}

16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}

16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}

16.5.5 Ramp equipment parked and cargo including containers shall be staged in an orderly fashion. {R}

16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}

16.5.7 Aircraft loading bridges shall be in good working order. {R}

16.5.8 Interline baggage transfer equipment shall be in good working order. {R}

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

16.6 Signs, Directions, and Information

16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

17. 0 – Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

The Following Defines "Stranded Passengers"

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and thirty (30) minutes on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

The Following Defines "Areas of Responsibility"

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public.

17.1 Assistance to passengers stranded on board an aircraft

17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for sixty (60) minutes or longer. {H}

17. 0 – Assistance to Stranded Passengers

17.1.2 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly disabled, passengers with medical conditions, unaccompanied children, passengers with very young children and passengers speaking foreign languages. {H}

17.1.3 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

17.2 Assistance to passengers stranded inside the terminal

17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}

17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}

17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}

17.2.4 Airlines are encouraged to provide passengers with any additional services as described by ATA Carriers in their respective "Customer Service Commitments" and by the DOT "Fly-Rights" publication. {R}

17.3 Arriving flight information provided to the general public

17.3.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

18. 0 – AirTrain

18.1 Standards of Cleanliness

Stations: Interior

18.1.1 Seating shall be clean and free of stains. {R}

18.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

18.1.3 All floor mats shall be clean and properly aligned. {R}

18.1.4 All planters shall be clean and free of dust and debris. {R}

18.1.5 Windowsills shall be free of dust and debris. {R}

18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}

18.1.7 Trash receptacles shall be clean and not overflowing. {R}

18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}

18.1.9 Floors shall be dry, free of spills or water. {H}

18.1.10 Ceilings shall be dust free and unsoiled. {R}

18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}

18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}

18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R]

18.1.16 Escalators shall be clean and free of debris and graffiti. {R}

18.1.17 All Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

18.0 – AirTrain

Stations: Exterior

18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}

18.1.19 Windows shall be free of streaks and smudges. {R}

18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

18.1.21 Awnings, where present, shall be clean at all times. {R}

18.1.22 Walls shall be clean and free of graffiti. {R}

18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}

Trains:

18.1.24 Exteriors shall be clean and have a freshly washed appearance. {R}

18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}

18.1.26 Seating shall be clean and free of stains. {R}

18.1.27 Walls shall be clean and free of graffiti and scratches. {R}

18.1.28 Ceilings shall be dust free and unsoiled. {R}

18.1.29 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}

18.1.30 Floors shall be dry, free of spills and water. {H}

18.1.31 Windows shall be free of streaks and smudges. {R}

18.1.32 Doors shall be clean. {R}

18.1.33 Light fixtures and assemblies shall be clean and free of dust. {R}

18.2 Standards of Condition

Stations: Interior

18.2.1 Seating shall be free of rips, tears and missing or broken parts. {R}

18.2.2 Carpet shall not be worn or frayed, and tile and floors shall be free of large gouges, cracks and missing pieces. {H}

18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}

18.2.4 Planters shall be in good condition, free of any visible damage. {R}

18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}

18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}

18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}

18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

18.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}

18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}

18.2.13 Heating and air conditioning units shall be in good working condition. {H}

18.2.14 Escalators and elevators shall be in working condition. In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

18.2.15 Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be in good condition, with no visible damage. {R}

18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.2.17 Employees' personal belongings shall not be visible. {R}

18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

Stations: Exterior

18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}

18.2.20 Entrance and exit doors shall be in good working order. {R}

18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}

18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}

18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}

18.2.27 Snow and ice is removed from walkways, roadways and guide ways to prevent any safety hazard. {H}

18.2.28 Roadways are well maintained and free of potholes. {R}

18.2.29 Baggage carts shall be readily available. {R}

18.0 – AirTrain

Trains

18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}

18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}

18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}

18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}

18.2.34 Seating shall be free of tears, rips or graffiti. {R}

18.2.35 Doors shall be in good working order. {H}

18.3 Standards of Functionality

Stations: Interior

18.3.1 Flight Information Display System and Passenger Information Display System, shall be clear, visible and accurate. {R}

18.3.2 Elevator button lights and switches shall be operational. {R}

18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}

18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

Stations: Exterior

18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.3.6 Public address systems shall be clear and audible. {R}

18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

18.0 – AirTrain

Trains:

18.3.8 Waiting times at EWR shall not exceed:

- Three (3) minutes, between the hours of 1100 and 2000
- Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
- Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK shall not exceed:

- Nine (9) minutes, between the hours of 0600 and 1430
- Nine (9) minutes, between 1430 and 0000
- Thirteen (13) minutes, between 0000 and 0600

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

18.4 Signs, Directions, and Information

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Directional signing shall be visible and correct at every decision point. {R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System monitors shall be clear, visible and accurate. {R}

B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.3 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.4 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.5 Unaccompanied minors shall not be left unattended. {H}

19.2.6 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.7 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.8 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

19.0 – Assistance to Passengers with Reduced Mobility

19.3 On-Airport Assistance to Passengers with Reduced Mobility

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.4 Provision of Wheelchairs to Passengers with Reduced Mobility

19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}

19.4.2 Airlines shall each provide boarding wheelchairs and rams or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}

19.4.3 All wheelchairs may be subject to an inspection of:

A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;

B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;

C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;

D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;

E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;

F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,

G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.4.4 All wheelchairs shall be well maintained and in good condition. {R}

19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}

19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}

19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}

19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}

19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

19.5 Signs, Directions and Information

19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

20.0 – Public Circulation and Queue Management

The Following Defines "Circulation Areas"

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

The Following Defines "Queuing Area"

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

Areas of Responsibility

A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.

B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.

C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.

D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.

E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.

F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

20.1 Standards for Managing Passenger Circulation

20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}

20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}

20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}

20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}

20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}

20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}

20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}

20.1.9 Objects shall not interfere with the public's visual field so as to effect public orientation and understanding of designated flow paths. {R}

20.2 Standards for Managing Passenger Queuing Areas

20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}

20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}

20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}

20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}

20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}

20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

20.3 Stanchion Appearance and Locations

20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}

20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}

20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}

20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}

20.3.5 Stanchion belts or ropes should never be tied together. {R}

20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}

20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

21.0 – Orderly Evacuation and Resumption of Services

Definition of "Emergency Situation"

A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.

B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 ***Airline Assistance***

21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.

21.1.2 All airline employees shall be familiar with airport emergency procedures.

21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.

21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.

21.1.6 Airlines shall at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.

21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.

21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).

21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

21.2 Airport Tenant Responsibilities

21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.

21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.

21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.

21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

21.3 TSA Responsibilities

21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.

21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.

21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)

21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

21.4 Terminal Operator Responsibility

21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.

21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.

21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.

21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.

21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.

21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.

21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.

21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

21.5 Communication and Public Announcements

21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

21.6 Directions and Assembly Locations

21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assembly in case of an emergency.

21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.

21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.

21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.

21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.

21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

21.7 Departure Service Resumption Process

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened n an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

21.8 Departure Service Resumption Process

21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

21.9 Passengers Needing Assistance

- Persons with Reduced Mobility are defined in Standard 19.0

21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.

21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

21.10 First Aid Assistance

21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.

21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

Exhibit 10

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AIR TERMINAL RULES AND REGULATIONS

(available upon request)

THE PORT AUTHORITY OF NY & NJ

February 22, 2012

Mr. Michael Mazzio
President
Mike's Heavy Duty Towing, Inc.
816 Liberty Avenue
Brooklyn, NY 11208

RE: CONTRACT TO PROVIDE TOWING AND MOTORIST ASSISTANCE SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT; RFP NO. 16867; CONTRACT #4600007694; PURCHASE ORDER #4500060147- FIRST-ONE YEAR OPTION PERIOD

Dear Mr. Mazzio:

In accordance with Attachment B, Part I, "Contract Specific Terms and Conditions for Facility Services", Page 9, Section 3, entitled "Duration", The Port Authority of New York and New Jersey hereby extends the above-referenced Contract for the first one (1) year option period effective April 1, 2012 to March 31, 2013. Pricing for this option period shall be in accordance with your proposed fees listed in the "Best and Final Offer, Cost Proposal Forms, Estimated Option Year 1" for this Contract. All other terms and conditions of the existing contract shall remain unchanged and in full force and in effect.

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

Please make sure a current original Certificate of Insurance for this Contract is on file with the Port Authority of NY&NJ. Please send your updated certificates to Mr. Stephen DiTomasso, Kennedy International Airport, Building 14, 2nd floor, Jamaica NY 11430. This certificate must be annotated with CITS Tracking Number 2858.

For invoicing and correspondence purposes, continue to use Purchase Order No. 4500060147.

Your facility contact person is Mr. Stephen DiTomasso who can be reached at (718) 244-4159. For questions concerning this extension, please contact Margaret D'Emic at (201) 395-3410.

Sincerely,

Kathy Leslie Whelan, Manager
Commodities and Services Division
Procurement Department

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

THE PORT AUTHORITY OF NY & NJ

February 25, 2013

Mr. Michael Mazzio
President
Mike's Heavy Duty Towing, Inc.
816 Liberty Avenue
Brooklyn, NY 11208

RE: CONTRACT TO PROVIDE TOWING AND MOTORIST ASSISTANCE SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT; RFP NO. 16867; CONTRACT #4600007694; PURCHASE ORDER #4500060147- SECOND-ONE YEAR OPTION PERIOD

Dear Mr. Mazzio:

In accordance with Attachment B, Part I, "Contract Specific Terms and Conditions for Facility Services," Page 9, Section 3, entitled "Duration," The Port Authority of New York and New Jersey hereby extends the above-referenced Contract for the second one (1) year option period effective April 1, 2013 to March 31, 2014. Pricing for this option period shall be in accordance with your proposed fees listed in the "Best and Final Offer, Cost Proposal Forms, Estimated Option Year 2" for this Contract. All other terms and conditions of the existing contract shall remain unchanged and in full force and in effect.

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

Please make sure a current Certificate of Insurance for this Contract is on file with your Facility Contact, Mr. Stephen DiTomasso, Kennedy International Airport, Building 14, 2nd floor, Jamaica NY 11430. This certificate must be annotated with CITS Tracking Number 2858.

For invoicing and correspondence purposes, continue to use Purchase Order No. 4500060147.

Your facility contact person Mr. Stephen DiTomasso can be reached at (718) 244-4159 or email at sditomas@panynj.gov. For questions concerning this extension, please contact Margaret D'Emic at (201) 395-3410.

Sincerely,

Kathy Leslie Whelan
Manager
Commodities and Services Division

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405