Torres Rojas, Genara FOI#14988

From: PMMAZER@att.net
Sent: Tuesday, June 10, 2014 10:19 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; American, Heavyn-Leigh
Subject: Freedom of Information Online Request Form

Information:

First Name: Peter
Last Name: Mazer
Company: MTBOT
Mailing Address 1: 24-16 Queens Plaza South, Room 503
Mailing Address 2:
City: Long Island City
State: NY
Zip Code: 11101
Email Address: PMMAZER@att.net
Phone: 718-784-4511
Required copies of the records: Yes

List of specific record(s):
Any contracts between the Port Authority of New York and New Jersey and the provider of taxicab dispatcher services at LGA or JFK. Any employment agreement between the taxi dispatchers and the Port Authority.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 20, 2014

Mr. Peter Mazer
MTBOT
12-16 Queens Plaza South, Room 503
Long Island City, NY 11101

Re: Freedom of Information Reference No. 14988

Dear Mr. Mazer:

This is in response to your June 10, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for "Any contracts between the Port Authority of New York and New Jersey and the provider of taxicab dispatcher services at LGA or JFK. Any employment agreement between the taxi dispatchers and the Port Authority."

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/14988-C.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (1) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

February 24, 2012

Overnight Mail and Email kjelavia@gatewaygroupone.com

Gateway Security Inc.
604-608 Market Street
Newark, NJ 07105
ATTN: Kurus Elavia – CEO

RE: TAXI DISPATCH SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT (EWR), JOHN F. KENNEDY INTERNATIONAL AIRPORT (JFK), LAGUARDIA AIRPORT (LGA), AND THE PORT AUTHORITY BUS TERMINAL (PABT) - BID #27471; CONTRACT #4600008993; PURCHASE ORDER NUMBER 4500063101 FOR EWR; PURCHASE ORDER NUMBER 4500063102 FOR JFK; PURCHASE ORDER NUMBER 4500063103 FOR LGA; PURCHASE ORDER NUMBER 4500063104 FOR PABT; PURCHASE ORDER NUMBER 4500063105 FOR PARK AVENUE SOUTH – (PAS)

Dear Mr. Elavia:

Your bid, letter dated January 18, 2012 and emails dated January 17, 18 and 26, 2012 respectively, including addenda #1, 2, 3 and 4, addressing the referenced Contract have been accepted. The term of this Contract shall be for a five (5) year period effective March 1, 2012 through February 28, 2017, subject to earlier termination or extension as provided for in the Contract.

Please ensure that a revised Certificate of Insurance referencing CITS Tracking number 3867N is on file with the General Manager of Risk Management located at The Port Authority of NY and NJ, 225 Park Avenue South, 12th Floor, New York, NY 10003.

For payment, invoicing and administrative purposes the following purchase order numbers and Contract administrators have been assigned to this Agreement:

1. EWR – Purchase Order Number 4500063101 – Mr. Nicholas Humen who can be reached at 973-792-5955
2. JFK – Purchase Order Number 4500063102 – Ms. Hilda Perez who can be reached at 718-244-4103
3. LGA – Purchase Order Number 4500063103 – Ms. Cheryl Lee who can be reached at 718-533-3456
4. PABT – Purchase Order Number 4500063104 –Ms. Michelle Carozza who can be reached at 212-502-2227

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

5. PAS – Purchase Order Number 4500063105 – Jerome Roberson who can be reached at 212-435- 3799

If you have any questions concerning the award of this Contract, please contact Mrs. Luz Santana of the Port Authority's Procurement Department at (201) 395-3449.

Sincerely,

Lillian Valenti
Director
Procurement Department

Santana, Luz

From: Kurus Elavia-CEO [kjelavia@gatewaygroupone.com]
Sent: Tuesday, January 17, 2012 2:00 PM
To: Santana, Luz
Subject: The Vacation and Holiday Explanations also MTA tax application.

Dear Luz,

In response to you query earlier today, we are providing full time and part time employees with 10 days of vacation and 11 holidays. The difference in the amounts represents that the holidays are paid for only those who work as scheduled Gateway's hourly holiday cost computation is based upon the premium portion of wages paid to taxi dispatch employees on each of the eleven recognized holidays. We pay time and one half the regular hourly wage to those employees that have worked on the holiday. Holiday hours worked were determined by dividing 11 days by 365 days, or 3.0137% of the annual hours. Using assistant dispatchers as an example, where the average wage is 12.47, we then took the half time premium (12.47 x .5 = 6.235), and multiplied by 3.0137%, resulting in an hourly cost factor of .19 per hour. It is important to remember that not all employees work on a holiday, in contrast to vacation pay, where all employees would be eligible.

Vacations are a straight calculation based on a standard 8 hour day for full time employees. e currently provide vacation benefits to part time employees, and propose to continue to do so. The benefit for part timers is pro rated based on the average number of hours worked over the course of the year. For instance, a part timer that works 24 hours a week on average would receive 48 hours of vacation pay.

In regards to the he metropolitan commuter transportation mobility tax, also known as the MTA tax, is a tax imposed on certain employers engaging in business within the metropolitan commuter transportation district, including the counties of Manhattan, Bronx, Kings (Brooklyn), Queens, Richmond, Rockland, Nassau, Suffolk Orange, Putnam, Dutchess and Westchester. The rate is .34% of payroll. This MTA alongside the Newark Payroll Tax is reference in the BID document also.

The link below takes you to a brief YouTube video explaining the tax.
http://www.youtube.com/user/NYSTaxDepartment#p/u/0/fAVbf5UKAiQ

I will have the financial statements for you shortly we are diligently working on it. Meanwhile, if there is anything else i can provide any information please call me anytime

Best Regards,

Kurus J. Elavia

Chief Executive Officer
Gateway Group One
Est.1979

GATEWAY

Excellence. ONE Relationship at a Time.

Santana, Luz

From: Kurus Elavia-CEO [kjelavia@gatewaygroupone.com]
Sent: Wednesday, January 18, 2012 11:52 AM
To: Santana, Luz
Subject: The Health Benefit Letter
Attachments: PastedGraphic-1.tiff; ATT345479.htm; Health Benefit Program letter to Luz Santana.pdf; ATT345480.htm

Dear Luz,

Trust you are having a great day, I have attached for your review and acceptance our letter acknowleding that our health benefit plan has all the components listed in the bid document.

If I can be of further assistance please dont hesitate to give em a call. Thank for the opportunity to serve.

Best Regards,

Kurus J. Elavia
Chief Executive Officer
Gateway Group One
Est.1979

GATEWAY
GROUP ONE

604-608 Market Street
Newark, NJ 07105
Phone: 973-465-8006
Fax: 973-465-9389
www.GatewayGroupOne.com

Ms. Luz Santana
Procurement Department
2 Montgomery Street, 3rd FL.
Jersey City, NJ 07302

January 18, 2012

Dear Luz Santana,

Gateway Security Inc.'s Health Benefit Program will be in compliance with the Port Authority of NY & NJ's bid document 27471, Part 5, Section D Health Benefit Insurance Program and will have components as listed below:

1) Health Benefits shall be provided to employees and their families.
2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:

    i. Up to an including family coverage, as applicable
    ii. inpatient hospital services
    iii. outpatient surgical facility
    iv. emergency room services
    v. prenatal services
    vi. well visits/immunizations/routine visits for illness
    vii. prescription drug benefit

Warm regards,

Kurus Elavia
CEO Gateway Security Inc.

Santana, Luz

From: Vesce, Vincent
Sent: Thursday, January 26, 2012 12:33 PM
To: Santana, Luz
Subject: Fw: The PABT Price Sheet
Attachments: PastedGraphic-1.tiff; ATT1255746.htm; Cost Estimate for Modified PABT Schedule.pdf; ATT1255747.htm; Cost Estimate for Modified PABT Schedule.pdf; ATT1255748.htm

Vincent A. Vesce
Manager, Airport Access Programs
The Port Authority of NY & NJ

From: Kurus Elavia-CEO [mailto:kjelavia@gatewaygroupone.com]
Sent: Thursday, January 26, 2012 12:07 PM
To: Vesce, Vincent
Subject: The PABT Price Sheet

Dear Vinnie,

Please find as requested the PABT price sheet for the hours required. I have for your review submitted a sheet with Part and Full Time employees rates broken into a 80/20 percent ratio and another with all Full Time employees only. If you have any questions kindly contact myself at your convenience. Thank you for the opportunity to serve the needs of the Port Authority.

Best Regards,

Kurus J. Elavia
Chief Executive Officer
Gateway Group One
Est.1979

Gateway Security, Inc.
Port Authority Taxi Dispatch Services Bid Number 27471
Cost Estimate for Modified Port Authority Bus Terminal Schedule

Year 1	Per Day	Days	Annual Hours	Rate	Extended Cost
Southwest Wing					
06:30 - 14:30	8.00	365	2,920.00	30.91	90,257.20
14:30 - 22:30	8.00	365	2,920.00	30.91	90,257.20
Daily total	16.00	365	5,840.00	30.91	180,514.40
North Wing					
06:30 - 09:30	3.00	261	783.00	30.91	24,202.53
17:00 - 21:00	4.00	261	1,044.00	30.91	32,270.04
Daily total	7.00	261	1,827.00	30.91	56,472.57
Supervisor					
06:15 - 09:45	3.50	365	1,277.50	33.99	43,422.23
14:15 - 22:45	8.50	365	3,102.50	33.99	105,453.98
Daily total	12.00	365	4,380.00	33.99	148,876.20
Year 1 Total	35.00		12,047.00		385,863.17

Year 2	Per Day	Days	Annual Hours	Rate	Extended Cost
Southwest Wing					
06:30 - 14:30	8.00	365	2,920.00	31.16	90,987.20
14:30 - 22:30	8.00	365	2,920.00	31.16	90,987.20
Daily total	16.00	365	5,840.00	31.16	181,974.40
North Wing					
06:30 - 09:30	3.00	261	783.00	31.16	24,398.28
17:00 - 21:00	4.00	261	1,044.00	31.16	32,531.04
Daily total	7.00	261	1,827.00	31.16	56,929.32
Supervisor					
06:15 - 09:45	3.50	365	1,277.50	34.35	43,882.13
14:15 - 22:45	8.50	365	3,102.50	34.35	106,570.88
Daily total	12.00	365	4,380.00	34.35	150,453.00
Year 2 Total	35.00		12,047.00		389,356.72

Year 3	Per Day	Days	Annual Hours	Rate	Extended Cost
Southwest Wing					
06:30 - 14:30	8.00	365	2,920.00	32.27	94,228.40
14:30 - 22:30	8.00	365	2,920.00	32.27	94,228.40
Daily total	16.00	365	5,840.00	32.27	188,456.80
North Wing					
06:30 - 09:30	3.00	261	783.00	32.27	25,267.41
17:00 - 21:00	4.00	261	1,044.00	32.27	33,689.88
Daily total	7.00	261	1,827.00	32.27	58,957.29
Supervisor					
06:15 - 09:45	3.50	365	1,277.50	35.53	45,389.58
14:15 - 22:45	8.50	365	3,102.50	35.53	110,231.83
Daily total	12.00	365	4,380.00	35.53	155,621.40
Year 3 Total	35.00		12,047.00		403,035.49

Gateway Security, Inc.
Port Authority Taxi Dispatch Services Bid Number 27471
Cost Estimate for Modified Port Authority Bus Terminal Schedule

Year 1	Per Day	Days	Annual Hours	Split F/T (80%) - P/T (20%) Full Time	Split F/T (80%) - P/T (20%) Part Time	Hourly Bill Rates Full Time	Hourly Bill Rates Part Time	Extended Cost Full Time	Extended Cost Part Time	Extended Cost Total
Southwest Wing										
06:30 - 14:30	8.00	365	2,920.00	2,336.00	584.00	30.91	27.20	72,205.76	15,884.80	88,090.56
14:30 - 22:30	8.00	365	2,920.00	2,336.00	584.00	30.91	27.20	72,205.76	15,884.80	88,090.56
Daily total	16.00	365	5,840.00	4,672.00	1,168.00	30.91	27.20	144,411.52	31,769.60	176,181.12
North Wing										
06:30 - 09:30	3.00	261	783.00	626.40	156.60	30.91	27.20	19,362.02	4,259.52	23,621.54
17:00 - 21:00	4.00	261	1,044.00	835.20	208.80	30.91	27.20	25,816.03	5,679.36	31,495.39
Daily total	7.00	261	1,827.00	1,461.60	365.40	30.91	27.20	45,178.05	9,938.88	55,116.93
Supervisor										
06:15 - 09:45	3.50	365	1,277.50	1,277.50	-	33.99	-	43,422.23	-	43,422.23
14:15 - 22:45	8.50	365	3,102.50	3,102.50	-	33.99	-	105,453.98	-	105,453.98
Daily total	12.00	365	4,380.00	4,380.00	-	33.99	-	148,876.21	-	148,876.21
Grand Total	35.00		12,047.00	10,513.60	1,533.40			338,465.78	41,708.48	380,174.26

Year 2	Per Day	Days	Annual Hours	Split F/T (80%) - P/T (20%) Full Time	Split F/T (80%) - P/T (20%) Part Time	Hourly Bill Rates Full Time	Hourly Bill Rates Part Time	Extended Cost Full Time	Extended Cost Part Time	Extended Cost Total
Southwest Wing										
06:30 - 14:30	8.00	365	2,920.00	2,336.00	584.00	31.16	27.49	72,789.76	16,054.16	88,843.92
14:30 - 22:30	8.00	365	2,920.00	2,336.00	584.00	31.16	27.49	72,789.76	16,054.16	88,843.92
Daily total	16.00	365	5,840.00	4,672.00	1,168.00	31.16	27.49	145,579.52	32,108.32	177,687.84
North Wing										
06:30 - 09:30	3.00	261	783.00	626.40	156.60	31.16	27.49	19,518.62	4,304.93	23,823.55
17:00 - 21:00	4.00	261	1,044.00	835.20	208.80	31.16	27.49	26,024.83	5,739.91	31,764.74
Daily total	7.00	261	1,827.00	1,461.60	365.40	31.16	27.49	45,543.45	10,044.84	55,588.29
Supervisor										
06:15 - 09:45	3.50	365	1,277.50	1,277.50	-	34.35	-	43,882.13	-	43,882.13
14:15 - 22:45	8.50	365	3,102.50	3,102.50	-	34.35	-	106,570.88	-	106,570.88
Daily total	12.00	365	4,380.00	4,380.00	-	33.99	-	150,453.01	-	150,453.01
Grand Total	35.00		12,047.00	10,513.60	1,533.40			341,575.98	42,153.16	383,729.14

Year 3	Per Day	Days	Annual Hours	Split F/T (80%) - P/T (20%) Full Time	Split F/T (80%) - P/T (20%) Part Time	Hourly Bill Rates Full Time	Hourly Bill Rates Part Time	Extended Cost Full Time	Extended Cost Part Time	Extended Cost Total
Southwest Wing										
06:30 - 14:30	8.00	365	2,920.00	2,336.00	584.00	32.27	27.82	75,382.72	16,246.88	91,629.60
14:30 - 22:30	8.00	365	2,920.00	2,336.00	584.00	32.27	27.82	75,382.72	16,246.88	91,629.60
Daily total	16.00	365	5,840.00	4,672.00	1,168.00	32.27	27.82	150,765.44	32,493.76	183,259.20
North Wing										
06:30 - 09:30	3.00	261	783.00	626.40	156.60	32.27	27.82	20,213.93	4,356.61	24,570.54
17:00 - 21:00	4.00	261	1,044.00	835.20	208.80	32.27	27.82	26,951.90	5,808.82	32,760.72
Daily total	7.00	261	1,827.00	1,461.60	365.40	32.27	27.82	47,165.83	10,165.43	57,331.26
Supervisor										
06:15 - 09:45	3.50	365	1,277.50	1,277.50	-	35.53	-	45,389.58	-	45,389.58
14:15 - 22:45	8.50	365	3,102.50	3,102.50	-	35.53	-	110,231.83	-	110,231.83
Daily total	12.00	365	4,380.00	4,380.00	-	33.99	-	155,621.41	-	155,621.41
Grand Total	35.00		12,047.00	10,513.60	1,533.40			353,552.68	42,659.19	396,211.87

Years 4 & 5 (Year 3 x 2)	Per Day	Days	Annual Hours	Split F/T (80%) - P/T (20%) Full Time	Split F/T (80%) - P/T (20%) Part Time	Hourly Bill Rates Full Time	Hourly Bill Rates Part Time	Extended Cost Full Time	Extended Cost Part Time	Extended Cost Total
Southwest Wing										
06:30 - 14:30	8.00	730	5,840.00	4,672.00	1,168.00	32.27	27.82	150,765.44	32,493.76	183,259.20
14:30 - 22:30	8.00	730	5,840.00	4,672.00	1,168.00	32.27	27.82	150,765.44	32,493.76	183,259.20
Daily total	16.00	730	11,680.00	9,344.00	2,336.00	32.27	27.82	301,530.88	64,987.52	366,518.40
North Wing										
06:30 - 09:30	3.00	522	1,566.00	1,252.80	313.20	32.27	27.82	40,427.86	8,713.22	49,141.08
17:00 - 21:00	4.00	522	2,088.00	1,670.40	417.60	32.27	27.82	53,903.81	11,617.63	65,521.44
Daily total	7.00	522	3,654.00	2,923.20	730.80	32.27	27.82	94,331.67	20,330.85	114,662.52
Supervisor										
06:15 - 09:45	3.50	730	2,555.00	2,555.00	-	35.53	-	90,779.15	-	90,779.15
14:15 - 22:45	8.50	730	6,205.00	6,205.00	-	35.53	-	220,463.65	-	220,463.65
Daily total	12.00	730	8,760.00	8,760.00	-	35.53	-	311,242.80	-	311,242.80
Grand Total	35.00		24,094.00	21,027.20	3,066.80			707,105.35	85,318.37	792,423.72

Gateway Security, Inc.
Port Authority Taxi Dispatch Services Bid Number 27471
Cost Estimate for Modified Port Authority Bus Terminal Schedule

Years 4 & 5 (Year 3 x 2)	Per Day	Days	Annual Hours	Rate	Extended Cost
Southwest Wing					
06:30 - 14:30	8.00	730	5,840.00	32.27	188,456.80
14:30 - 22:30	8.00	730	5,840.00	32.27	188,456.80
Daily total	16.00	730	11,680.00	32.27	376,913.60
North Wing					
06:30 - 09:30	3.00	522	1,566.00	32.27	50,534.82
17:00 - 21:00	4.00	522	2,088.00	32.27	67,379.76
Daily total	7.00	522	3,654.00	32.27	117,914.58
Supervisor					
06:15 - 09:45	3.50	730	2,555.00	35.53	90,779.15
14:15 - 22:45	8.50	730	6,205.00	35.53	220,463.65
Daily total	12.00	365	8,760.00	35.53	311,242.80
Years 4 & 5 Total	35.00		24,094.00		806,070.98
5 Year Total			60,235.00		1,984,326.36

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

12/12/2011

ADDENDUM # 1

To prospective Bidder(s) on Bid # 27471 for Taxi Dispatch Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and The Port Authority Bus Terminal

Due back on 1/4/2012, no later than 11:00AM

The following changes/modifications are hereby made to the solicitation documents:

The second Facility Inspection to be held at John F. Kennedy International Airport (JFK), Port Authority Administration Building #14, 2nd Floor, Main Conference Room is hereby changed to Monday, December 19, 2011 @ 10AM

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: Gateway Security, Inc.

INITIALED: KG

DATE: 01/03/2012

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (201) 395-3449 or at lsantana@panynj.gov.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

12/22/2011

ADDENDUM # 2

To prospective Bidder(s) on **Bid # 27471** for Taxi Dispatch Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and The Port Authority Bus Terminal

Due back on 1/4/2012, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

A. **In Part V (Specifications), Exhibit A entitled "John F. Kennedy International Airport, Taxi Dispatcher Daily Hours and Additional Summer Hours" delete the last line under Central Taxi Hold Asst Taxi Terminal, Tour "1500x2300" and replace it with "0500 x 2300".**
B. **In Part I (Standard Information for Bidders), pages 13 and 14, delete attachment entitled "PROCUREMENT M/WBE PARTICIPATION PLAN" in its entirety and replace it with the attached document entitled "Attachment I B - PROCUREMENT M/WBE PARTICIPATION PLAN"**

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders 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 Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the 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 Bidder, by submitting its Bid, 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 Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question # 1	Please list all of the unions and local numbers that currently represent employees on the current contract.
Answer # 1	The following information has been provided by others and the Port Authority makes no representations as to its accuracy: • At John F. Kennedy International Airport, the Assistant Taxi Dispatchers and Taxi Dispatchers are represented by Local 74, United Service Workers, IUJAT, Class • At LaGuardia Airport, the Taxi Dispatchers are represented by Local 74, United Service Workers, IUJAT, Class • At Newark Liberty International Airport, the Taxi Dispatchers and Lead Taxi Dispatchers are represented by the Communication Workers of America, Local 1032 Class
Question # 2	Can a copy of the current Collective Bargaining Agreement(s) be made available?
Answer # 2	The Port Authority does not have copies of any Collective Bargaining Agreements.
Question # 3	Please provide the current billable rate by job class.

Answer # 3

Job Class	**Facility**	**Current Billable Rate**
Assistant Taxi Dispatcher	JFK	$21.10
Taxi Dispatcher	EWR	$23.61
	JFK	$23.69
	LGA	$23.94
	PABT	$23.94
Lead Taxi Dispatcher	EWR	$26.06

PS11All

	Taxi Dispatcher Supervisor	EWR	$27.66
		JFK	$27.52
		LGA	$27.85

Question # 4	What is the current combined average wage and benefits by class?		
Answer # 4	**Facility**	**Job Class**	**Combined Average Hourly Wage and Supplemental Benefits Required by Contract ****
	JFK	Assistant Taxi Dispatcher	$14.63
		Taxi Dispatcher	$16.88
		Supervising Taxi Dispatcher	$21.79
	LGA & PABT	Taxi Dispatcher	$17.10
		Supervising Taxi Dispatcher	$22.08
	EWR	Taxi Dispatcher	$16.78
		Lead Taxi Dispatcher	$18.94
		Supervising Taxi Dispatcher	$21.66
**These are the Port Authority's required Minimum Combined Average Hourly Wage and Supplemental Benefits in the existing contract, # 4600006489 – Contract to provide Taxi Dispatch Services at JFK, EWR, LGA and the PABT.			
NOTE: The above rates are combined average hourly wage and supplemental benefits. The Bid Document # 27471 uses a direct wage. Bidders are cautioned to note the significant difference between Contract #4600006489 and Bid #27471.			

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: Gateway Security, Inc.

INITIALED: _____ DATE: 01/03/2012

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (201) 395-3449 or at LSANTANA@panynj.gov.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

12/27/2011

ADDENDUM # 3

To prospective Bidder(s) on Bid # 27471 for Taxi Dispatch Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and The Port Authority Bus Terminal.

Due back on 1/4/2012, no later than 11:00 AM

BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders 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 Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the 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 Bidder, by submitting its Bid, 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 Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question # 5	Can you provide a sample of the current schedules?
Answer # 5	See attached for informational purposes only.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: Gateway Security, Inc.

INITIALED: _____

DATE: 01/03/2012

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (201) 395-3449 or at lsantana@panynj.gov.

SAMPLE

LAGUARDIA AIRPORT WEEKLY TAXI POST SCHEDULE

	LGA			HOURS/SHIFTS/POSTS/RATES																				
CONTRACT	AIRPORT				OVERTIME			OVERTIME			OVERTIME			OVERTIME			OVERTIME			OVERTIME			OVERTIME	TOTAL
HOURS	POST	SHIFT	SHIFT TIME	ST	ST	OT	ST	ST	OT	ST	ST	OT	ST	ST	OT	ST	ST	OT	ST	ST	OT	ST	ST	OT	HOURS
0.0	LIMO LOT	LSA1	0000 - 0000	0.00			0.00			0.00			0.00			0.00			0.00			0.00			0.00
8.00	DL HOLD OUT	DH1	0630 - 1515	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	US Air SHUTTLE	E1	0630 - 1515	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	USAir MAIN	E3	0630 - 1515	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	MAT FRONT	M1	0630 - 1515	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	MAT LOT	M2	0630 - 1515	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	USAir CENTER	E2	0700 - 1545	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	CONTINENTAL	C1	0900 - 1745	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	UNITED	C2	0930 - 1815	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	DELTA	D	0700 - 1545	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	MAT POINT	P1	0630 - 1515	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	AMERICAN	C3	0730 - 1615	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	POINT	P	0730 - 1615	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
1.50	RELIEF - 1	L1	0830 - 1645	2.00			2.00			2.00			2.00			2.00			1.50			1.50			13.00
3.50	RELIEF - 2	L2	0530 - 1415	3.50			3.50			3.50			3.50			3.50			3.50			3.50			24.50
3.00	RELIEF - 3	L3	0630 - 1500	3.00			3.00			3.00			3.00			3.00			3.00			3.00			21.00
3.00	RELIEF - 4	L4	0930 - 1815	3.00			3.00			3.00			3.00			3.00			3.00			3.00			21.00
2.00	RELIEF - 5	L5	1430 - 2245	2.00			2.00			2.00			2.00			2.00			2.00			2.00			14.00
2.50	RELIEF - 6	L6	1500 - 2315	2.50			2.50			2.50			2.50			2.50			2.50			2.50			17.50
0.00	RELIEF - 7	L7	1700 - 2315	0.00			0.00			0.00			0.00			0.00			0.00			0.00			0.00
8.00	DL HOLD LOT	DH2	1430-2315	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	MAT FRONT	M4	1430 - 2315	8.00			8.00			8.00		1.00	8.00		0.50	8.00			8.00			8.00			57.50
8.00	USAir SHUTTLE	E4	1500 - 2345	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	USAir CENTER	E5	1500-2345	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00

8.00	MAT POINT	P2	1430 - 2315	8.00			8.00			8.00		0.50	8.00			8.00			8.00			8.00			56.50
0.00	MAT FRONT	M4	2300-2345	0.00			0.00			0.00			0.00			0.00			0.00			0.00			0.00
8.00	POINT	P4	1530-0015	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	AMERICAN	C6	1700 - 0145	8.00			8.00			8.00			8.00			8.00	1.00		8.00			8.00			57.00
8.00	USAIR - MAIN	E6	1600 - 0045	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	CONTINENTAL	C4	1700 - 0145	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	DELTA	D4	1730 - 0215	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	UNITED	C5	1730 - 0215	8.00			8.00			8.00			8.00			8.00	0.50		8.00			8.00			56.50
8.00	SUPERVISOR 1	AM	0515 - 1415	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	SUPERVISOR 2	AM	0945 - 1845	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	SUPERVISOR 3	PM	1515 - 0015	8.00			8.00			8.00			8.00			8.00			8.00			8.00			56.00
8.00	SUPERVISOR 4	NIGHT	1745 - 0245	8.00			8.00			8.00			8.00			8.00	0.50		8.00			8.00			56.50
231.5	TOTAL			232.00	0.00	0.00	232.00	0.00	0.00	232.00	0.00	1.50	232.00	0.00	0.50	232.00	2.00	0.00	231.50	0.00	0.00	231.50	0.00	0.00	1,627.00

TOTAL STRAIGHT TIME - TAXI DISPATCHER				200.00			200.00			200.00			200.00			200.00			199.50			199.50			1399.00
TOTAL OVERTIME - TAXI DISPATCHER																									0.00
TAXI DISPATCHER STRAIGHT TIME RATE					0.00			0.00			0.00			0.00			1.50			0.00			0.00		1.50
TAXI DISPATCHER OVERTIME RATE						0.00			0.00			1.50			0.50			0.00			0.00			0.00	2.00
TOTAL STRAIGHT TIME - SUPERVISOR				32.00			32.00			32.00			32.00			32.00			32.00			32.00			224.00
TOTAL OVERTIME - SUPERVISOR																									0.00
SUPERVISOR @ STRAIGHT TIME RATE					0.00			0.00			0.00			0.00			0.50			0.00			0.00		0.50 $
SUPERVISOR @ OVERTIME RATE						0.00			0.00			0.00			0.00			0.00			0.00			0.00	0.00
TOTAL HOURS / DAY				232.00	0.00	0.00	232.00	0.00	0.00	232.00	0.00	1.50	232.00	0.00	0.50	232.00	2.00	0.00	231.50	0.00	0.00	231.50	0.00	0.00	1627.00

[redacted]

FRONTLINE CUSTOMER CARE CONTRACT TOUR REPORT

Newark

TOUR 15:00 x 23:00

DAY FRIDAY

SUPERVISOR

DATE 12/16/11

POST	NAME	TOUR	HOURS	PA EXTRA	O.T.	DOWN TIME
SUPERVISOR	[redacted]	15:00 x 23:00	8			
A FRONTAGE	[redacted]	14:30 x 22:30	8			
A 1W	[redacted]	13:30 x 21:30	8			
B FRONTAGE	[redacted]	14:30 x 22:30	8			
B 2	[redacted]	14:30 x 22:30	8			
C FRONTAGE	[redacted]	14:30 x 22:30	8			
C W	[redacted]	14:30 x 22:30	8			
STACK EXTRA						
B / C STACK	[redacted]	14:30 x 22:30	8			
LEAD DISPATCHER	[redacted]	14:30 x 22:30	8			
LEAD DISPATCHER	[redacted]	14:30 x 22:30	8			
RELIEF	[redacted]	15:00 x 20:00	5			
RELIEF	[redacted]	17:00 x 20:30	3½			
RELIEF	[redacted]	17:00 x 20:30	3½			
OVER FLOW	[redacted]	13:30 x 21:30	8			
STACK ENTRANCE	[redacted]	14:30 x 22:30	8			
B W	[redacted]	13:00 x 21:00	8			
B XT	[redacted]	13:00 x 21:00	8			
RELIEF	[redacted]	17:00 x 21:00	4			

[redacted]

TOTAL POST HOURS	112
REQUIRED HOURS	112
AUTHORIZED OVER TIME	
P.A. EXTRA	

NOTE: FOR ANY P.A. APPROVED OVER TIME PLEASE NOTE THE TIME THAT REQUEST WAS MADE

EXCEPTIONS / REMARKS:

9/4 Signature: Date: Time: AM / PM

[redacted] FRONTLINE CUSTOMER CARE CONTRACT TOUR REPORT Newark

TOUR 0600 X 1430 DAY FRI 0a

SUPERVISOR [redacted] DATE 12-10-11

POST	NAME	TOUR	HOURS	PA EXTRA	O.T.	DOWN TIME
SUPERVISOR	[redacted]	7X3	8			
A FRONTAGE	[redacted]	10X2:30	8			
A 1						
B FRONTAGE	[redacted]	10X2:30	8			
B 2	[redacted]	10X2:30	8			
C FRONTAGE	[redacted]	10X2:30	8			
C W						
STACK EXTRA	[redacted]	11:30X8	8			
B / C STACK	[redacted]	10X2:30	8			
LEAD DISPATCHER						
LEAD DISPATCHER						
RELIEF	[redacted]	9X1	4			
RELIEF	[redacted]	10X1:30	3½			
RELIEF						
OVER FLOW						
STACK ENTRANCE	[redacted]	10X2:30	8			
B W						
B XT						

[redacted]	TOTAL POST HOURS	
	REQUIRED HOURS	
	AUTHORIZED OVER TIME	
	P.A. EXTRA	

NOTE: FOR ANY P.A. APPROVED OVER TIME PLEASE NOTE THE TIME THAT REQUEST WAS MADE

EXCEPTIONS / REMARKS: _____

L. 9/4 Signature: _____ Date: _____ Time: _____ AM / PM

PAGE

Newark

[redacted]

FRONTLINE CUSTOMER CARE CONTRACT TOUR REPORT

TOUR 23⁰⁰ - 7⁰⁰ DAY Friday

SUPERVISOR [redacted] DATE 12/16/11

POST	NAME	TOUR	HOURS	PA EXTRA	O.T.	DOWN TIME
SUPERVISOR	[redacted]	23⁰⁰-7⁰⁰	8			
A FRONTAGE	[redacted]	22³⁰-6³⁰	8			
A 1						
B FRONTAGE	[redacted]	22³⁰-6³⁰	8			
B 2	[redacted]	22³⁰-6³⁰	8			
C FRONTAGE	[redacted]	22³⁰-6³⁰	8			
C W						
STACK EXTRA						
B / C STACK	[redacted]	22³⁰-6³⁰	8			
LEAD DISPATCHER						
LEAD DISPATCHER						
RELIEF	[redacted]	2⁰⁰-5³⁰	3½			
RELIEF	[redacted]	2⁰⁰-5³⁰	3½			
RELIEF						
OVER FLOW						
STACK ENTRANCE	[redacted]	22³⁰-6³⁰	8			
B W						
B XT						

[redacted]

TOTAL POST HOURS	56
REQUIRED HOURS	56
AUTHORIZED OVER TIME	
P.A. EXTRA	

NOTE: FOR ANY P.A. APPROVED OVER TIME PLEASE NOTE THE TIME THAT REQUEST WAS MADE PA 94 SV

EXCEPTIONS / REMARKS:

Extra

[redacted] 22⁰⁰-2⁰⁰ - 4hrs

[redacted] 22⁰⁰-2⁰⁰ - 4hrs

S/4 Signature: _____ Date: _____ Time: _____ AM / PM

Port Authority Bus Terminal

Post	Tour of Duty	Hours
Southwest Wing	0630 x 1030	4
Southwest Wing	1700 x 2200	5

PA Bus Terminal Total Daily Hours 9

TAXI DISPATCH CONTRACT - DAILY SCHEDULE JFK

	Daily Hours
TAXI DISPATCHERS	
Central Taxi Hold (CTH) Controller	21
Terminal 1	22
Terminal 2	26
Terminal 3D	16
Terminal 3B	14
Terminal 4	41
Terminal 5	41
Terminal 7	29
Terminal 8	29.5
Taxi Dispatchers Total Hrs	**239.5**
ASSISTANT TAXI DISPATCHERS (CTH) - Tota	**102**
ROVERS - Total Hrs.	**15**
SUPERVISORS	
Field	24
CTH	24
Supervisors - Total Hrs.	**48**

TOTAL DAILY HOURS	
Taxi Dispatchers (including Rovers)	254.5
Assistant Taxi Dispatchers	102
Supervisors	48
	404.5

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

12/29/2011

ADDENDUM # 4

To prospective Bidder(s) on Bid # 27471 for Taxi Dispatch Services at John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport, and The Port Authority Bus Terminal.

☒ Due back on 1/6/2012, no later than 11:00 AM

☐ Originally Due back on 1/4/2012, no later than 11:00 AM

The following changes/modifications are hereby made to the solicitation documents:

The due date for Bid #27471 is hereby extended to January 6, 2012, no later than 11:00 AM.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: Gateway Security, Inc.

INITIALED: KGL

DATE: 01/03/2012

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (201) 395-3449 or at lsantana@panynj.gov.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

01-06-12 A11:51 RCVD

TITLE: **TAXI DISPATCH SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, AND THE PORT AUTHORITY BUS TERMINAL**

BID NO.: 27471

SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS WHERE THEY WILL BE PUBLICLY OPENED AND READ

BID DUE DATE: January 4, 2012 **TIME: 11:00 AM**

BUYER NAME: LUZ SANTANA

PHONE NO.: (201) 395-3449
FAX NO.: (201) 395-3425
EMAIL: LSANTANA@PANYNJ.GOV

BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)
(PLEASE PRINT)

Gateway Security Inc.
(NAME OF BIDDING ENTITY)

604-608 Market Street
(ADDRESS)

Newark, NJ 07105
(CITY, STATE AND ZIP CODE)

Kurus J. Elavia, CEO — 973-465-1239
(REPRESENTATIVE TO CONTACT-NAME & TITLE) **(TELEPHONE)**

973-556-1771
(FEDERAL TAX I.D. NO.) **(FAX NO.)**

X **BUSINESS CORPORATION** ____ **PARTNERSHIP** ____ **INDIVIDUAL**

____ **OTHER (SPECIFY):** ____

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	GATEWAY SECURITY INC.
Trade Name:	
Address:	604 MARKET ST NEWARK, NJ 07105
Certificate Number:	0101995
Effective Date:	June 29, 1979
Date of Issuance:	November 13, 2009

For Office Use Only:

20091113145200873

11. Specific Bidder's Prerequisites

I, Kurus J. Elavia, Chief Executive Officer of Gateway Security Inc., certify that we demonstrate and comply with the following prerequisites conditions of this bid.

A. Gateway Security Inc. is the **business partner** for this Taxi Dispatch Service contract and is currently meeting all obligations set forth by the Port Authority as regards to direct continuous experience in management and operation of taxi dispatch services and front-line customer service, customer information and assistance services on a face-to-face basis with the general public, on a 24 hour a day, 7 days a week basis. Gateway Security Inc's total experience in providing this service dates back to 2001 for a tenure of ten years of successful experience within this contract.

B. We have achieved a **consistently high level of performance** within this contract over the past 9 years as demonstrated through internal company audits and Port Authority audits. Gateway's Dispatcher's have scored the highest percentile during JD Powers and Mystery Shopping Evaluations.

C. Gateway Security Inc has earned gross revenues in excess of $62,900,000 for the 2011 fiscal year. Further documentation may be obtained in the financial statement included in this section of the proposal.

12. Additional Submittal Requirements

A. As the incumbent provider, Gateway has all of the information necessary to assure that all employees that currently perform in a similar role will continue to maintain seniority and will suffer no diminution of wage. It is expected that benefits currently provided, including vacations, holiday premium pay, sick and personal days, will continue.

B. Gateway Security, Inc. is currently providing health benefits to all our full time employees.

C. Calculation of Hourly Report Form is attached under Section 7.

D. Calculation of Breakdown of Monthly Management Fee is attached under Section 8.

E. Our M/WBE Participation Plan is attached under Section 10.

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity Gateway Security, Inc.

Bidder's Address 604-608 Market Street

City, State, Zip Newark, NJ 07105

Telephone No. 973-465-1239 FAX 973-556-1771

Email kjelavia@gatewaygroupone.com EIN#

SIGNATURE Date 01/03/2012

Print Name and Title Kurus J. Elavia - CEO

01-06-12A11:51 RCVD

ACKNOWLEDGEMENT:

STATE OF: NEW JERSEY

COUNTY OF: ESSEX

Ex.(i)

On this 3 day of JANUARY, 2012, personally came before me, KURUS J. ELAVIA, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

LIGIA GONCALVES
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 2, 2013

Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
Louis Dell'Ermo	Chairman	
Vivian Dell'Ermo	Company Secretary	
James Dell'Ermo	President	
Kurus J. Elavia	Chief Executive Officer	

01-06-12A11:51 RCVD

BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 1

	Estimated Annual Hours		Hourly Rate				Estimated Annual Charge
I. Assistant Taxi Dispatcher							
JFK Full-Time	32,996	x	$ 28.18	(A1)	=	$	929,827.28
Part-Time	8,249	x	$ 24.51	(B1)	=	$	202,182.99
JFK Summer Employees	1,353	x	$ 20.20	(C1)	=	$	27,330.60
II. Taxi Dispatcher							
PABT Full-Time	6,716	x	$ 30.91	(D1)	=	$	207,591.56
Part-Time	1,679	x	$ 27.20	(E1)	=	$	45,668.80
LGA Full-Time	53,582	x	$ 30.91	(F1)	=	$	1,656,219.62
Part-Time	13,396	x	$ 27.20	(G1)	=	$	364,371.20
EWR Full-Time	70,080	x	$ 28.22	(H1)	=	$	1,977,657.60
Part-Time	17,520	x	$ 26.86	(I1)	=	$	470,587.20
JFK Full-Time	75,680	x	$ 30.91	(J1)	=	$	2,339,268.80
Part-Time	18,920	x	$ 27.20	(K1)	=	$	514,624.00
JFK Summer Employees	2,952	x	$ 20.20	(L1)	=	$	59,630.40
III. Lead Taxi Dispatcher							
EWR Full-Time	7,300	x	$ 31.30	(M1)	=	$	228,490.00
IV. Taxi Dispatch Supervisor*							
EWR	11,680	x	$ 33.61	(N1)	=	$	392,564.80
JFK	17,616	x	$ 34.28	(O1)	=	$	603,876.48
LGA	11,046	x	$ 33.99	(P1)	=	$	375,453.54

* For purposes of calculating cost, the Estimated Annual Hours listed for Taxi Despatcher Supervisors includes 288 Estimated Annual Hours of Customer Care Training (12 months x 24 hours per month) to be conducted by the Contractor pursuant to Part V, Section 14 entitled Training Provided By the Contractor and Port Authority.

JFK Summer Employees are estimated for 123 days and are considered part time employees.

(Continued on next page)

BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 1

V. Monthly Management Fee	Monthly Charge**			Estimated Total Annual Charge
	$ 92,640.04	x 12 months (Q1)	=	$ 1,111,680.48

VI. Fleet Operating Charge***

Monthly Op. Charge Per Vehicle	Number of Vehicles	Monthly Operating Charge			
$ 2,344.40 (7 passenger)	5	$ 11,722.00	x 12 months	=	$ 140,664.00
$ 2,608.14 (15 passenger)	3	$ 7,824.42	x 12 months	=	$ 93,893.04

Estimated Total Annual Price for Year 1 = $ 11,741,582.39 (VII)
(I)+(II)+(III)+(IV)+(V)+(VI)= (VII)

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

*Note: In computing the Hourly Rate in sections I through IV above, the Contractor is referred to Part V, Section 3 entitled Wages, Health and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified. The Hourly Rate should be transposed from the Calculation of Hourly Rate Form for the corresponding Employee Category on the Pricing Sheet(s). Supplemental Benefits and Health benefits are not to be included in the Monthly Management Fee.

**Note: These items subject but not limited to Contractor Representative salary, Management Representative salary, Assistant Management Representative Salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The bidder is encouraged to include these costs in its Management Fee. In computing, the Management Fee above, the Bidder is referred to Part IV, Section 3, Entitled Wages, Health and Supplemental Benefits. The Total Management Fee should be transposed from the Calculation Breakdown sheet on to the Pricing Sheet(s).

*** Per Part V, Section 21 of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by the Port Authority at JFK Airport only.

The quantities set forth in the Pricing sheet are estimated only for purposes of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 2

	Estimated Annual Hours		Hourly Rate				Estimated Annual Charge
I. Assistant Taxi Dispatcher							
JFK Full-Time	32,996	x	$ 28.22	(A2)	=	$	931,227.07
Part-Time	8,249	x	$ 24.55	(B2)	=	$	202,512.95
JFK Summer Employees	1,353	x	$ 20.45	(C2)	=	$	27,668.85
II. Taxi Dispatcher							
PABT Full-Time	6,716	x	$ 31.16	(D2)	=	$	209,286.83
Part-Time	1,679	x	$ 27.49	(E2)	=	$	46,155.71
LGA Full-Time	53,582	x	$ 31.16	(F2)	=	$	1,669,744.95
Part-Time	13,396	x	$ 27.49	(G2)	=	$	368,256.04
EWR Full-Time	70,080	x	$ 28.43	(H2)	=	$	1,992,128.78
Part-Time	17,520	x	$ 27.19	(I2)	=	$	476,368.80
JFK Full-Time	75,680	x	$ 31.16	(J2)	=	$	2,358,372.17
Part-Time	18,920	x	$ 27.49	(K2)	=	$	520,110.80
JFK Summer Employees	2,952	x	$ 20.45	(L2)	=	$	60,368.40
III. Lead Taxi Dispatcher							
EWR Full-Time	7,300	x	$ 31.75	(M2)	=	$	231,749.42
IV. Taxi Dispatch Supervisor*							
EWR	11,680	x	$ 34.04	(N2)	=	$	397,615.50
JFK	17,616	x	$ 34.35	(O2)	=	$	605,152.28
LGA	11,046	x	$ 34.35	(P2)	=	$	379,456.86

* For purposes of calculating cost, the Estimated Annual Hours listed for Taxi Dispatcher Supervisors includes 288 Estimated Annual Hours of Customer Care Training (12 months x 24 hours per month) to be conducted by the Contractor pursuant to Part V, Section 14 entitled Training Provided By the Contractor and Port Authority.

JFK Summer Employees are estimated for 123 days and are considered part time employees.

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BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 2

V. Monthly Management Fee	Monthly Charge**			Estimated Total Annual Charge
	$ 93,202.41	x 12 months (Q2)	=	$ 1,118,428.92

VI. Fleet Operating Charge***

Monthly Op. Charge Per Vehicle	Number of Vehicles	Monthly Operating Charge			
$ 2,461.63 (7 passenger)	5	$ 12,308.15	x 12 months	=	$ 147,697.80
$ 2,738.54 (15 passenger)	3	$ 8,215.62	x 12 months	=	$ 98,587.44

Estimated Total Annual Price for Year 1
(I)+(II)+(III)+(IV)+(V)+(VI)= (VII) = $ 11,840,889.58 (VII)

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

*Note: In computing the Hourly Rate in sections I through IV above, the Contractor is referred to Part V, Section 3 entitled Wages, Health and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified. The Hourly Rate should be transposed from the Calculation of Hourly Rate Form for the corresponding Employee Category on the Pricing Sheet(s). Supplemental Benefits and Health benefits are not to be included in the Monthly Management Fee.

**Note: These items subject but not limited to Contractor Representative salary, Management Representative salary, Assistant Management Representative Salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The bidder is encouraged to include these costs in its Management Fee. In computing, the Management Fee above, the Bidder is referred to Part IV, Section 3, Entitled Wages, Health and Supplemental Benefits. The Total Management Fee should be transposed from the Calculation Breakdown sheet on to the Pricing Sheet(s).

*** Per Part V, Section 21 of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by the Port Authority at JFK Airport only.

The quantities set forth in the Pricing sheet are estimated only for purposes of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 3

	Estimated Annual Hours		Hourly Rate				Estimated Annual Charge
I. Assistant Taxi Dispatcher							
JFK Full-Time	32,996	x	$ 29.13	(A3)	=	$	961,313.63
Part-Time	8,249	x	$ 24.68	(B3)	=	$	203,585.32
JFK Summer Employees	1,353	x	$ 20.66	(C3)	=	$	27,952.98
II. Taxi Dispatcher							
PABT Full-Time	6,716	x	$ 32.27	(D3)	=	$	216,753.85
Part-Time	1,679	x	$ 27.82	(E3)	=	$	46,709.78
LGA Full-Time	53,582	x	$ 32.27	(F3)	=	$	1,729,318.72
Part-Time	13,396	x	$ 27.82	(G3)	=	$	372,676.72
EWR Full-Time	70,080	x	$ 28.81	(H3)	=	$	2,018,759.18
Part-Time	17,520	x	$ 27.57	(I3)	=	$	483,026.40
JFK Full-Time	75,680	x	$ 32.27	(J3)	=	$	2,442,515.04
Part-Time	18,920	x	$ 27.82	(K3)	=	$	526,354.40
JFK Summer Employees	2,952	x	$ 20.66	(L3)	=	$	60,988.32
III. Lead Taxi Dispatcher							
EWR Full-Time	7,300	x	$ 32.18	(M3)	=	$	234,888.42
IV. Taxi Dispatch Supervisor*							
EWR	11,680	x	$ 35.27	(N3)	=	$	412,003.21
JFK	17,616	x	$ 35.53	(O3)	=	$	625,971.30
LGA	11,046	x	$ 35.53	(P3)	=	$	392,511.30

* For purposes of calculating cost, the Estimated Annual Hours listed for Taxi dispatcher Supervisors includes 288 Estimated Annual Hours of Customer Care Training (12 months x 24 hours per month) to be conducted by the Contractor pursuant to Part V, Section 14 entitled Training Provided By the Contractor and Port Authority.

JFK Summer Employees are estimated for 123 days and are considered part time employees.

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BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 3

V. Monthly Management Fee	Monthly Charge**			Estimated Total Annual Charge
	$ 93,770.66	x 12 months (Q3)	=	$ 1,125,247.92

VI. Fleet Operating Charge***

Monthly Op. Charge Per Vehicle	Number of Vehicles	Monthly Operating Charge			
$ 2,584.71 (7 passenger)	5	$ 12,923.55	x 12 months	=	$ 155,082.60
$ 2,875.47 (15 passenger)	3	$ 8,626.41	x 12 months	=	$ 103,516.92

Estimated Total Annual Price for Year 1
(I)+(II)+(III)+(IV)+(V)+(VI)= (VII) = $ 12,139,176.01 (VII)

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

*Note: In computing the Hourly Rate in sections I through IV above, the Contractor is referred to Part V, Section 3 entitled Wages, Health and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified. The Hourly Rate should be transposed from the Calculation of Hourly Rate Form for the corresponding Employee Category on the Pricing Sheet(s). Supplemental Benefits and Health benefits are not to be included in the Monthly Management Fee.

**Note: These items subject but not limited to Contractor Representative salary, Management Representative salary, Assistant Management Representative Salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The bidder is encouraged to include these costs in its Management Fee. In computing, the Management Fee above, the Bidder is referred to Part IV, Section 3, Entitled Wages, Health and Supplemental Benefits. The Total Management Fee should be transposed from the Calculation Breakdown sheet on to the Pricing Sheet(s).

*** Per Part V, Section 21 of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by the Port Authority at JFK Airport only.

The quantities set forth in the Pricing sheet are estimated only for purposes of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

- BID PRICING SHEETS - TAXI DISPATCH SERVICES - - SUMMARY

A. Year One - Estimated Total Annual Price	$	11,741,582.39
B. Year Two - Estimated Total Annual Price	$	11,840,889.58
C. Year Three - Estimated Total Annual Price	$	12,139,176.01
D. Years Four and Five - Estimated Total Price	$	24,278,352.02

(To get Year 4 and 5 pricing, multiply the Estimated Total for Year 3 times 2 = Unadjusted prices for Years 4 & 5)*

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

E. Total Estimated Five (5) Total Contract Price = (A + B + C + D = E)	$	60,000,000.00

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4. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

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

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category at each facility for each of the 3 years. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. These forms shall comprise the basis for the Hourly Rates set forth on the Bid Pricing Sheet. The Total Hourly Rate quoted at the bottom of each Hourly Rate Form must match the amount on the Bid Pricing Sheet. When completing this form, please refer to the definitions located in the aforementioned clause.

A Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

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

Bidder's must add Items 1 through 5 to arrive at the Hourly Rate which will be billed to the Port Authority for the applicable position at the specified location. Failure to accurately transpose accurately the applicable Hourly Rate (the total of Items 1 through 5) onto the Pricing Sheet may result in your bid being deemed non-responsive.

Bidder Name GATEWAY SECURITY, INC. Bid Number 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK - Year 1**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	20 >>>>>>>>>>		7	
Item # 1 Average Hourly Direct Wages	$ 12.47		$ 12.47	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.19	11	$ 0.19	11
Vacation Allowance	$ 0.50	10	$ 0.50	10
Sick Time Allowance	$ 0.15	3	$ 0.15	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 0.84		$ 0.84	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.21		$ 1.21	
N.Y.S.U.I.	$ 0.77		$ 0.77	
F.U.I.	$ 0.13		$ 0.13	
Workers' Compensation	$ 1.03		$ 1.03	
General Liability Insurance	$ 0.79		$ 0.79	
Disability Insurance	$ 0.08		$ 0.08	
Other Taxes and Insurance				
Specify MTA	$ 0.05		$ 0.05	
Total (Item # 4)	$ 4.06		$ 4.06	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.38		$ 0.38	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.17		$ 1.17	
Roll Call	$ 0.78		$ 0.78	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.14		$ 7.14	
Total (Items 1, 2, 3, 4 & 5)	$ 28.18 (A1)		$ 24.51 (B1)	

Bidder Name GATEWAY SECURITY, INC. Bid Number 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK - Year 2**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	20 >>>>>>>>>		7	
Item # 1 Average Hourly Direct Wages	$ 12.47		$ 12.47	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.19	11	$ 0.19	11
Vacation Allowance	$ 0.50	10	$ 0.50	10
Sick Time Allowance	$ 0.15	3	$ 0.15	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify	$ -		$ -	
Total (Item #3)	$ 0.84		$ 0.84	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.20		$ 1.20	
N.Y.S.U.I.	$ 0.80		$ 0.80	
F.U.I.	$ 0.13		$ 0.13	
Workers' Compensation	$ 1.02		$ 1.02	
General Liability Insurance	$ 0.80		$ 0.80	
Disability Insurance	$ 0.08		$ 0.08	
Other Taxes and Insurance				
Specify MTA	$ 0.05		$ 0.05	
Total (Item # 4)	$ 4.08		$ 4.08	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.39		$ 0.39	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.17		$ 1.17	
Roll Call	$ 0.78		$ 0.78	
Other Components				
Specify Training	$ 0.52		$ 0.52	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.16		$ 7.16	
Total (Items 1, 2, 3, 4 & 5)	$ 28.22 (A2)		$ 24.55 (B2)	

Bidder Name GATEWAY SECURITY, INC. Bid Number 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK - Year 3**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	20 >>>>>>>>>		7	
Item # 1 Average Hourly Direct Wages	$ 12.53		$ 12.53	
Item # 2 Average Health Benefits	$ 4.45		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.19	11	$ 0.19	11
Vacation Allowance	$ 0.51	10	$ 0.51	10
Sick Time Allowance	$ 0.15	3	$ 0.15	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 0.85		$ 0.85	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.20		$ 1.20	
N.Y.S.U.I.	$ 0.84		$ 0.84	
F.U.I.	$ 0.13		$ 0.13	
Workers' Compensation	$ 1.03		$ 1.03	
General Liability Insurance	$ 0.81		$ 0.81	
Disability Insurance	$ 0.08		$ 0.08	
Other Taxes and Insurance				
Specify MTA	$ 0.05		$ 0.05	
Total (Item # 4)	$ 4.14		$ 4.14	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.40		$ 0.40	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.17		$ 1.17	
Roll Call	$ 0.78		$ 0.78	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.16		$ 7.16	
Total (Items 1, 2, 3, 4 & 5)	$ 29.13 (A3)		$ 24.68 (B3)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK (Summer Employees) - Year 1**

	Part Time		
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4		
Item # 1 Average Hourly Direct Wages	$ 10.20		
Item # 2 Average Health Benefits	$ -		
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS	
Holiday Allowance	$ 0.04	3	
Vacation Allowance	$ -	0	
Sick Time Allowance	$ -	0	
Pension	$ -		
Other Supplemental Benefits			
Specify _____	$ -		
Total (Item #3)	$ 0.04		
Item #4 Taxes and Insurance (Items required by law)			
F.I.C.A.	$ 0.94		
N.Y.S.U.I.	$ 0.61		
F.U.I.	$ 0.10		
Workers' Compensation	$ 0.80		
General Liability Insurance	$ 0.62		
Disability Insurance	$ 0.06		
Other Taxes and Insurance			
Specify MTA	$ 0.04		
Total (Item # 4)	$ 3.17		
Item # 5 Additional Components (if Applicable)			
Vehicle/MTCE/Fuel			
Uniforms	$ 0.38		
Equipment	$ 0.13		
Materials	$ 0.09		
Supplies	$ 0.08		
Relief	$ 0.96		
Roll Call	$ 0.64		
Other Components			
Specify Training	$ 0.51		
Specify Recruitment/processing Costs	$ 0.15		
General Adminstrative Costs, Overhead and Profit	$ 3.85		
Total (Item # 5)	$ 6.79		
Total (Items 1, 2, 3, 4 & 5)	$ 20.20	(C1)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK (Summer Employees) - Year 2**

	Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4	
Item # 1 Average Hourly Direct Wages	$ 10.34	
Item # 2 Average Health Benefits	$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
		NUMBER OF DAYS
Holiday Allowance	$ 0.04	3
Vacation Allowance	$ -	0
Sick Time Allowance	$ -	0
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 0.04	
Item #4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$ 0.96	
N.Y.S.U.I.	$ 0.64	
F.U.I.	$ 0.10	
Workers' Compensation	$ 0.81	
General Liability Insurance	$ 0.63	
Disability Insurance	$ 0.06	
Other Taxes and Insurance		
Specify MTA	$ 0.04	
Total (Item # 4)	$ 3.24	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel		
Uniforms	$ 0.39	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ 0.97	
Roll Call	$ 0.65	
Other Components		
Specify Training	$ 0.52	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 6.83	
Total (Items 1, 2, 3, 4 & 5)	$ 20.45 (C2)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK (Summer Employees) - Year 3**

	Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4	
Item # 1 Average Hourly Direct Wages	$ 10.47	
Item # 2 Average Health Benefits	$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS
Holiday Allowance	$ 0.04	3
Vacation Allowance	$ -	0
Sick Time Allowance	$ -	0
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 0.04	
Item #4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$ 0.97	
N.Y.S.U.I.	$ 0.67	
F.U.I.	$ 0.10	
Workers' Compensation	$ 0.82	
General Liability Insurance	$ 0.65	
Disability Insurance	$ 0.06	
Other Taxes and Insurance		
Specify MTA	$ 0.04	
Total (Item # 4)	$ 3.31	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel		
Uniforms	$ 0.40	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ 0.98	
Roll Call	$ 0.65	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 6.84	
Total (Items 1, 2, 3, 4 & 5)	$ 20.66 (C2)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at PABT - Year 1**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4	>>>>>>>>>	2	
Item # 1 Average Hourly Direct Wages	$ 14.25		$ 14.21	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.21	11	$ 0.21	11
Vacation Allowance	$ 0.58	10	$ 0.58	10
Sick Time Allowance	$ 0.17	3	$ 0.17	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 0.96		$ 0.96	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.37		$ 1.37	
N.Y.S.U.I.	$ 0.88		$ 0.88	
F.U.I.	$ 0.14		$ 0.14	
Workers' Compensation	$ 1.17		$ 1.17	
General Liability Insurance	$ 0.90		$ 0.90	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.61		$ 4.61	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.38		$ 0.38	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.34		$ 1.34	
Roll Call	$ 0.89		$ 0.89	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.42		$ 7.42	
Total (Items 1, 2, 3, 4 & 5)	$ 30.91	(D1)	$ 27.20	(E1)

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at PABT - Year 2**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4 >>>>>>>>>		2	
Item # 1 Average Hourly Direct Wages	$ 14.37		$ 14.37	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.58	10	$ 0.58	10
Sick Time Allowance	$ 0.17	3	$ 0.17	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 0.97		$ 0.97	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.39		$ 1.39	
N.Y.S.U.I.	$ 0.92		$ 0.92	
F.U.I.	$ 0.14		$ 0.14	
Workers' Compensation	$ 1.18		$ 1.18	
General Liability Insurance	$ 0.91		$ 0.91	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.69		$ 4.69	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.39		$ 0.39	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.35		$ 1.35	
Roll Call	$ 0.90		$ 0.90	
Other Components				
Specify Training	$ 0.52		$ 0.52	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.46		$ 7.46	
Total (Items 1, 2, 3, 4 & 5)	$ 31.16 (D2)		$ 27.49 (E2)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at PABT - Year 3**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4 >>>>>>>>>		2	
Item # 1 Average Hourly Direct Wages	$ 14.56		$ 14.56	
Item # 2 Average Health Benefits	$ 4.45		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.59	10	$ 0.59	10
Sick Time Allowance	$ 0.18	3	$ 0.18	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 0.99		$ 0.99	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.40		$ 1.40	
N.Y.S.U.I.	$ 0.97		$ 0.97	
F.U.I.	$ 0.15		$ 0.15	
Workers' Compensation	$ 1.19		$ 1.19	
General Liability Insurance	$ 0.93		$ 0.93	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.79		$ 4.79	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.40		$ 0.40	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.36		$ 1.36	
Roll Call	$ 0.91		$ 0.91	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.48		$ 7.48	
Total (Items 1, 2, 3, 4 & 5)	$ 32.27 (D3)		$ 27.82 (E3)	

Bidder Name GATEWAY SECURITY, INC. **BID NUMBER** 27471

Taxi Dispatch Services

Calculation of Hourly Rate - **Taxi Dispatcher at LGA - Year 1**

	Full-Time		PART-TIME	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	32 >>>>>>>>>		11	
Item # 1 Average Hourly Direct Wages	$ 14.25		$ 14.21	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.21	11	$ 0.21	11
Vacation Allowance	$ 0.58	10	$ 0.58	10
Sick Time Allowance	$ 0.17	3	$ 0.17	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ -		$ -	
	$ 0.96		$ 0.96	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.37		$ 1.37	
N.Y.S.U.I.	$ 0.88		$ 0.88	
F.U.I.	$ 0.14		$ 0.14	
Workers' Compensation	$ 1.17		$ 1.17	
General Liability Insurance	$ 0.90		$ 0.90	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.61		$ 4.61	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.38		$ 0.38	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.34		$ 1.34	
Roll Call	$ 0.89		$ 0.89	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.42		$ 7.42	
Total (Items 1, 2, 3, 4 & 5)	$ 30.91 (F1)		$ 27.20 (G1)	

Bidder Name GATEWAY SECURITY, INC. **BID NUMBER** 27471

Taxi Dispatch Services

Calculation of Hourly Rate - **Taxi Dispatcher at LGA - Year 2**

	Full-Time		PART-TIME	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	32 >>>>>>>>>		11	
Item # 1 Average Hourly Direct Wages	$ 14.37		$ 14.37	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.58	10	$ 0.58	10
Sick Time Allowance	$ 0.17	3	$ 0.17	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ -		$ -	
	$ 0.97		$ 0.97	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.39		$ 1.39	
N.Y.S.U.I.	$ 0.92		$ 0.92	
F.U.I.	$ 0.14		$ 0.14	
Workers' Compensation	$ 1.18		$ 1.18	
General Liability Insurance	$ 0.91		$ 0.91	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.69		$ 4.69	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.39		$ 0.39	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.35		$ 1.35	
Roll Call	$ 0.90		$ 0.90	
Other Components				
Specify Training	$ 0.52		$ 0.52	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.46		$ 7.46	
Total (Items 1, 2, 3, 4 & 5)	$ 31.16 (F2)		$ 27.49 (G2)	

Bidder Name GATEWAY SECURITY, INC. **BID NUMBER** 27471

Taxi Dispatch Services

Calculation of Hourly Rate - **Taxi Dispatcher at LGA - Year 3**

	Full-Time		PART-TIME	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	32	>>>>>>>>>	11	
Item # 1 Average Hourly Direct Wages	$ 14.56		$ 14.56	
Item # 2 Average Health Benefits	$ 4.45		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.59	10	$ 0.59	10
Sick Time Allowance	$ 0.18	3	$ 0.18	3
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ -		$ -	
	$ 0.99		$ 0.99	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.40		$ 1.40	
N.Y.S.U.I.	$ 0.97		$ 0.97	
F.U.I.	$ 0.15		$ 0.15	
Workers' Compensation	$ 1.19		$ 1.19	
General Liability Insurance	$ 0.93		$ 0.93	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.79		$ 4.79	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.40		$ 0.40	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.36		$ 1.36	
Roll Call	$ 0.91		$ 0.91	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.48		$ 7.48	
Total (Items 1, 2, 3, 4 & 5)	$ 32.27	(F2)	$ 27.82	(G3)

GATEWAY SECURITY, INC. **BID NUMBER** **27471**

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at EWR - Year 1**

	Full-Time		PART-TIME	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	42	>>>>>>>>>	14	
Item # 1 Average Hourly Direct Wages	$ 14.30		$ 14.18	
Item # 2 Average Health Benefits	$ 1.24		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.59	10	$ 0.59	10
Sick Time Allowance	$ 0.35	6	$ 0.35	6
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 1.16		$ 1.16	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.39		$ 1.39	
N.Y.S.U.I.	$ 0.87		$ 0.87	
F.U.I.	$ 0.15		$ 0.15	
Workers' Compensation	$ 0.51		$ 0.51	
General Liability Insurance	$ 0.91		$ 0.91	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify City of Newark	$ 0.18		$ 0.18	
Total (Item # 4)	$ 4.10		$ 4.10	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.38		$ 0.38	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.34		$ 1.34	
Roll Call	$ 0.89		$ 0.89	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.42		$ 7.42	
Total (Items 1, 2, 3, 4 & 5)	$ 28.22 (H1)		$ 26.86 (I1)	

GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at EWR - Year 2**

	Full-Time		PART-TIME	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	42	>>>>>>>>>	14	
Item # 1 Average Hourly Direct Wages	$ 14.37		$ 14.37	
Item # 2 Average Health Benefits	$ 1.24		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.59	10	$ 0.59	10
Sick Time Allowance	$ 0.35	6	$ 0.35	6
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 1.16		$ 1.16	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.40		$ 1.40	
N.Y.S.U.I.	$ 0.91		$ 0.91	
F.U.I.	$ 0.15		$ 0.15	
Workers' Compensation	$ 0.55		$ 0.55	
General Liability Insurance	$ 0.92		$ 0.92	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify City of Newark	$ 0.18		$ 0.18	
Total (Item # 4)	$ 4.20		$ 4.20	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.39		$ 0.39	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.35		$ 1.35	
Roll Call	$ 0.90		$ 0.90	
Other Components				
Specify Training	$ 0.52		$ 0.52	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.46		$ 7.46	
Total (Items 1, 2, 3, 4 & 5)	$ 28.43 (H2)		$ 27.19 (I2)	

GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at EWR - Year 3**

	Full-Time		PART-TIME	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	42 >>>>>>>>>		14	
Item # 1 Average Hourly Direct Wages	$ 14.56		$ 14.56	
Item # 2 Average Health Benefits	$ 1.24		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.60	10	$ 0.60	10
Sick Time Allowance	$ 0.36	6	$ 0.36	6
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 1.18		$ 1.18	
Item #4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$ 1.42		$ 1.42	
N.Y.S.U.I.	$ 0.96		$ 0.96	
F.U.I.	$ 0.15		$ 0.15	
Workers' Compensation	$ 0.59		$ 0.59	
General Liability Insurance	$ 0.94		$ 0.94	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify City of Newark	$ 0.19		$ 0.19	
Total (Item # 4)	$ 4.34		$ 4.34	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.40		$ 0.40	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.37		$ 1.37	
Roll Call	$ 0.91		$ 0.91	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.49		$ 7.49	
Total (Items 1, 2, 3, 4 & 5)	$ 28.81 (H2)		$ 27.57 (I3)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at JFK - Year 1**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	45 >>>>>>>>>		15	
Item # 1 Average Hourly Direct Wages	$ 14.25		$ 14.21	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.21	11	$ 0.21	11
Vacation Allowance	$ 0.58	10	$ 0.58	10
Sick Time Allowance	$ 0.17	3	$ 0.17	5
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 0.96		$ 0.96	
Item #4 Taxes and Insurance				
(Items required by law)				
F.I.C.A.	$ 1.37		$ 1.37	
N.Y.S.U.I.	$ 0.88		$ 0.88	
F.U.I.	$ 0.14		$ 0.14	
Workers' Compensation	$ 1.17		$ 1.17	
General Liability Insurance	$ 0.90		$ 0.90	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.61		$ 4.61	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.38		$ 0.38	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.34		$ 1.34	
Roll Call	$ 0.89		$ 0.89	
Other Components				
Specify Training	$ 0.51		$ 0.51	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.42		$ 7.42	
Total (Items 1, 2, 3, 4 & 5)	$ 30.91 (J1)		$ 27.20 (K1)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at JFK - Year 2**

	Full-Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	45 >>>>>>>>>		15	
Item # 1 Average Hourly Direct Wages	$ 14.37		$ 14.37	
Item # 2 Average Health Benefits	$ 3.67		$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law				
		NUMBER OF DAYS		NUMBER OF DAYS
Holiday Allowance	$ 0.22	11	$ 0.22	11
Vacation Allowance	$ 0.58	10	$ 0.58	10
Sick Time Allowance	$ 0.17	3	$ 0.17	5
Pension	$ -		$ -	
Other Supplemental Benefits				
Specify _____	$ -		$ -	
Total (Item #3)	$ 0.97		$ 0.97	
Item #4 Taxes and Insurance				
(Items required by law)				
F.I.C.A.	$ 1.39		$ 1.39	
N.Y.S.U.I.	$ 0.92		$ 0.92	
F.U.I.	$ 0.14		$ 0.14	
Workers' Compensation	$ 1.18		$ 1.18	
General Liability Insurance	$ 0.91		$ 0.91	
Disability Insurance	$ 0.09		$ 0.09	
Other Taxes and Insurance				
Specify MTA	$ 0.06		$ 0.06	
Total (Item # 4)	$ 4.69		$ 4.69	
Item # 5 Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$ -		$ -	
Uniforms	$ 0.39		$ 0.39	
Equipment	$ 0.13		$ 0.13	
Materials	$ 0.09		$ 0.09	
Supplies	$ 0.08		$ 0.08	
Relief	$ 1.35		$ 1.35	
Roll Call	$ 0.90		$ 0.90	
Other Components				
Specify Training	$ 0.52		$ 0.52	
Specify Recruitment/processing Costs	$ 0.15		$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85		$ 3.85	
Total (Item # 5)	$ 7.46		$ 7.46	
Total (Items 1, 2, 3, 4 & 5)	$ 31.16 (J2)		$ 27.49 (K2)	

Bidder Name **GATEWAY SECURITY, INC.** **BID NUMBER** **27471**

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at JFK - Year 3**

	Full-Time			Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>	45	>>>>>>>>>		15	
Item # 1 Average Hourly Direct Wages	$ 14.56			$ 14.56	
Item # 2 Average Health Benefits	$ 4.45			$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law					
		NUMBER OF DAYS			**NUMBER OF DAYS**
Holiday Allowance	$ 0.22	11		$ 0.22	11
Vacation Allowance	$ 0.59	10		$ 0.59	10
Sick Time Allowance	$ 0.18	3		$ 0.18	5
Pension	$ -			$ -	
Other Supplemental Benefits					
Specify ____________	$ -			$ -	
Total (Item #3)	$ 0.99			$ 0.99	
Item #4 Taxes and Insurance					
(Items required by law)					
F.I.C.A.	$ 1.40			$ 1.40	
N.Y.S.U.I.	$ 0.97			$ 0.97	
F.U.I.	$ 0.15			$ 0.15	
Workers' Compensation	$ 1.19			$ 1.19	
General Liability Insurance	$ 0.93			$ 0.93	
Disability Insurance	$ 0.09			$ 0.09	
Other Taxes and Insurance					
Specify MTA	$ 0.06			$ 0.06	
Total (Item # 4)	$ 4.79			$ 4.79	
Item # 5 Additional Components (if Applicable)					
Vehicle/MTCE/Fuel	$ -			$ -	
Uniforms	$ 0.40			$ 0.40	
Equipment	$ 0.13			$ 0.13	
Materials	$ 0.09			$ 0.09	
Supplies	$ 0.08			$ 0.08	
Relief	$ 1.37			$ 1.37	
Roll Call	$ 0.90			$ 0.90	
Other Components					
Specify Training	$ 0.51			$ 0.51	
Specify Recruitment/processing Costs	$ 0.15			$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85			$ 3.85	
Total (Item # 5)	$ 7.48			$ 7.48	
Total (Items 1, 2, 3, 4 & 5)	$ 32.27	(J2)		$ 27.82	(K3)

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at JFK (Summer Employees) - Year 1**

	Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	7	
Item # 1 Average Hourly Direct Wages	$ 10.20	
Item # 2 Average Health Benefits	$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
		NUMBER OF DAYS
Holiday Allowance	$ 0.04	3
Vacation Allowance	$ -	0
Sick Time Allowance	$ -	0
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 0.04	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 0.94	
N.Y.S.U.I.	$ 0.61	
F.U.I.	$ 0.10	
Workers' Compensation	$ 0.80	
General Liability Insurance	$ 0.62	
Disability Insurance	$ 0.06	
Other Taxes and Insurance		
Specify MTA	$ 0.04	
Total (Item # 4)	$ 3.17	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$ -	
Uniforms	$ 0.38	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ 0.96	
Roll Call	$ 0.64	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 6.79	
Total (Items 1, 2, 3, 4 & 5)	$ 20.20	(L1)

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at JFK (Summer Employees) - Year 2**

	Part Time		
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	7		
Item # 1 Average Hourly Direct Wages	$ 10.34		
Item # 2 Average Health Benefits	$ -		
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS	
Holiday Allowance	$ 0.04	3	
Vacation Allowance	$ -	0	
Sick Time Allowance	$ -	0	
Pension	$ -		
Other Supplemental Benefits			
Specify _____	$ -		
Total (Item #3)	$ 0.04		
Item #4 Taxes and Insurance			
(Items required by law)			
F.I.C.A.	$ 0.96		
N.Y.S.U.I.	$ 0.64		
F.U.I.	$ 0.10		
Workers' Compensation	$ 0.81		
General Liability Insurance	$ 0.63		
Disability Insurance	$ 0.06		
Other Taxes and Insurance			
Specify MTA	$ 0.04		
Total (Item # 4)	$ 3.24		
Item # 5 Additional Components (if Applicable)			
Vehicle/MTCE/Fuel	$ -		
Uniforms	$ 0.39		
Equipment	$ 0.13		
Materials	$ 0.09		
Supplies	$ 0.08		
Relief	$ 0.97		
Roll Call	$ 0.65		
Other Components			
Specify Training	$ 0.52		
Specify Recruitment/processing Costs	$ 0.15		
General Adminstrative Costs, Overhead and Profit	$ 3.85		
Total (Item # 5)	$ 6.83		
Total (Items 1, 2, 3, 4 & 5)	$ 20.45 (L2)		

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher at JFK (Summer Employees) - Year 3**

	Part Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	7	
Item # 1 Average Hourly Direct Wages	$ 10.47	
Item # 2 Average Health Benefits	$ -	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS
Holiday Allowance	$ 0.04	3
Vacation Allowance	$ -	0
Sick Time Allowance	$ -	0
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 0.04	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 0.97	
N.Y.S.U.I.	$ 0.67	
F.U.I.	$ 0.10	
Workers' Compensation	$ 0.82	
General Liability Insurance	$ 0.65	
Disability Insurance	$ 0.06	
Other Taxes and Insurance		
Specify MTA	$ 0.04	
Total (Item # 4)	$ 3.31	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$ -	
Uniforms	$ 0.40	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ 0.98	
Roll Call	$ 0.65	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 6.84	
Total (Items 1, 2, 3, 4 & 5)	$ 20.66	(L3)

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, Lead **Taxi Dispatcher at EWR - Year 1**

	Full-Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4	
Item # 1 Average Hourly Direct Wages	$ 16.33	
Item # 2 Average Health Benefits	$ 1.24	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS
Holiday Allowance	$ 0.25	11
Vacation Allowance	$ 0.67	10
Sick Time Allowance	$ 0.40	6
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.32	
Item #4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$ 1.58	
N.Y.S.U.I.	$ 0.99	
F.U.I.	$ 0.17	
Workers' Compensation	$ 0.58	
General Liability Insurance	$ 1.04	
Disability Insurance	$ 0.10	
Other Taxes and Insurance		
Specify City of Newark	$ 0.21	
Total (Item # 4)	$ 4.67	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$ -	
Uniforms	$ 0.38	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ 1.53	
Roll Call	$ 1.02	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 7.74	
Total (Items 1, 2, 3, 4 & 5)	$ 31.30	(M1)

Bidder Name GATEWAY SECURITY, INC. **BID NUMBER** 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Lead Taxi Dispatcher at EWR - Year 2**

	Full-Time	NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4	
Item # 1 Average Hourly Direct Wages	$ 16.55	
Item # 2 Average Health Benefits	$ 1.24	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
Holiday Allowance	$ 0.25	11
Vacation Allowance	$ 0.68	10
Sick Time Allowance	$ 0.41	6
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.34	
Item #4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$ 1.61	
N.Y.S.U.I.	$ 1.05	
F.U.I.	$ 0.17	
Workers' Compensation	$ 0.63	
General Liability Insurance	$ 1.06	
Disability Insurance	$ 0.10	
Other Taxes and Insurance		
Specify City of Newark	$ 0.21	
Total (Item # 4)	$ 4.83	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$ -	
Uniforms	$ 0.39	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ 1.55	
Roll Call	$ 1.03	
Other Components		
Specify Training	$ 0.52	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 7.79	
Total (Items 1, 2, 3, 4 & 5)	$ 31.75 (M2)	

Bidder Name GATEWAY SECURITY, INC. **BID NUMBER** 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Lead Taxi Dispatcher at EWR - Year 3**

	Full-Time	NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	4	
Item # 1 Average Hourly Direct Wages	$ 16.77	
Item # 2 Average Health Benefits	$ 1.24	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
Holiday Allowance	$ 0.25	11
Vacation Allowance	$ 0.69	10
Sick Time Allowance	$ 0.41	6
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.35	
Item #4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$ 1.63	
N.Y.S.U.I.	$ 1.11	
F.U.I.	$ 0.17	
Workers' Compensation	$ 0.68	
General Liability Insurance	$ 1.08	
Disability Insurance	$ 0.11	
Other Taxes and Insurance		
Specify City of Newark	$ 0.21	
Total (Item # 4)	$ 4.99	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$ -	
Uniforms	$ 0.40	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ 1.57	
Roll Call	$ 1.05	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 7.83	
Total (Items 1, 2, 3, 4 & 5)	$ 32.18 (M3)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher Supervisor at EWR - Year 1**

	Full-Time		NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	5		
Item # 1 Average Hourly Direct Wages	$ 18.60		
Item # 2 Average Health Benefits	$ 3.67		
Item # 3 Average Supplemental Benefits (Items Not Required by Law			
Holiday Allowance	$ 0.28		11
Vacation Allowance	$ 0.76		10
Sick Time Allowance	$ 0.46		6
Pension	$ -		
Other Supplemental Benefits			
Specify _____	$ -		
Total (Item #3)	$ 1.50		
Item #4 Taxes and Insurance			
(Items required by law)			
F.I.C.A.	$ 1.58		
N.Y.S.U.I.	$ 0.99		
F.U.I.	$ 0.16		
Workers' Compensation	$ 0.58		
General Liability Insurance	$ 1.03		
Disability Insurance	$ 0.10		
Other Taxes and Insurance			
Specify City of Newark	$ 0.21		
Total (Item # 4)	$ 4.65		
Item # 5 Additional Components (if Applicable)			
Vehicle/MTCE/Fuel	$ -		
Uniforms	$ 0.38		
Equipment	$ 0.13		
Materials	$ 0.09		
Supplies	$ 0.08		
Relief	$ -		
Roll Call	$ -		
Other Components			
Specify Training	$ 0.51		
Specify Recruitment/processing Costs	$ 0.15		
General Adminstrative Costs, Overhead and Profit	$ 3.85		
Total (Item # 5)	$ 5.19		
Total (Items 1, 2, 3, 4 & 5)	$ 33.61	(N1)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher Supervisor at EWR - Year 2**

		Full-Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>		5	
Item # 1 Average Hourly Direct Wages	$	18.85	
Item # 2 Average Health Benefits	$	3.67	
Item # 3 Average Supplemental Benefits (Items Not Required by Law			
			NUMBER OF DAYS
Holiday Allowance	$	0.28	11
Vacation Allowance	$	0.77	10
Sick Time Allowance	$	0.46	6
Pension	$	-	
Other Supplemental Benefits			
Specify _____	$	-	
Total (Item #3)	$	1.51	
Item #4 Taxes and Insurance			
(Items required by law)			
F.I.C.A.	$	1.60	
N.Y.S.U.I.	$	1.04	
F.U.I.	$	0.17	
Workers' Compensation	$	0.63	
General Liability Insurance	$	1.05	
Disability Insurance	$	0.10	
Other Taxes and Insurance			
Specify City of Newark	$	0.21	
Total (Item # 4)	$	4.80	
Item # 5 Additional Components (if Applicable)			
Vehicle/MTCE/Fuel	$	-	
Uniforms	$	0.39	
Equipment	$	0.13	
Materials	$	0.09	
Supplies	$	0.08	
Relief	$	-	
Roll Call	$	-	
Other Components			
Specify Training	$	0.52	
Specify Recruitment/processing Costs	$	0.15	
General Adminstrative Costs, Overhead and Profit	$	3.85	
Total (Item # 5)	$	5.21	
Total (Items 1, 2, 3, 4 & 5)	$	34.04	(N2)

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, Taxi Dispatcher Supervisor at EWR - Year 3

	Full-Time	
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	5	
Item # 1 Average Hourly Direct Wages	$ 19.10	
Item # 2 Average Health Benefits	$ 4.45	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		NUMBER OF DAYS
Holiday Allowance	$ 0.29	11
Vacation Allowance	$ 0.78	10
Sick Time Allowance	$ 0.47	6
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.54	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 1.62	
N.Y.S.U.I.	$ 1.10	
F.U.I.	$ 0.17	
Workers' Compensation	$ 0.68	
General Liability Insurance	$ 1.08	
Disability Insurance	$ 0.11	
Other Taxes and Insurance		
Specify City of Newark	$ 0.21	
Total (Item # 4)	$ 4.97	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$ -	
Uniforms	$ 0.40	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ -	
Roll Call	$ -	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 5.21	
Total (Items 1, 2, 3, 4 & 5)	$ 35.27	(N3)

RESPONDENT'S NAME GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, Taxi Dispatcher Supervisor at JFK - Year 1

	Full-Time	NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	8	
Item # 1 Average Hourly Direct Wages	$ 18.85	
Item # 2 Average Health Benefits	$ 3.67	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
Holiday Allowance	$ 0.28	11
Vacation Allowance	$ 0.76	10
Sick Time Allowance	$ 0.23	3
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.27	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 1.58	
N.Y.S.U.I.	$ 1.01	
F.U.I.	$ 0.17	
Workers' Compensation	$ 1.34	
General Liability Insurance	$ 1.03	
Disability Insurance	$ 0.10	
Other Taxes and Insurance		
Specify City of Newark	$ 0.07	
Total (Item # 4)	$ 5.30	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel		
Uniforms	$ 0.38	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ -	
Roll Call	$ -	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 5.19	
Total (Items 1, 2, 3, 4 & 5)	$ 34.28	

RESPONDENT'S NAME GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, Taxi Dispatcher Supervisor at JFK - Year 2

	Full-Time	NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	8	
Item # 1 Average Hourly Direct Wages	$ 18.85	
Item # 2 Average Health Benefits	$ 3.67	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
Holiday Allowance	$ 0.28	11
Vacation Allowance	$ 0.76	10
Sick Time Allowance	$ 0.23	3
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.27	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 1.58	
N.Y.S.U.I.	$ 1.05	
F.U.I.	$ 0.17	
Workers' Compensation	$ 1.34	
General Liability Insurance	$ 1.04	
Disability Insurance	$ 0.10	
Other Taxes and Insurance		
Specify City of Newark	$ 0.07	
Total (Item # 4)	$ 5.35	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel		
Uniforms	$ 0.39	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ -	
Roll Call	$ -	
Other Components		
Specify Training	$ 0.52	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 5.21	
Total (Items 1, 2, 3, 4 & 5)	$ 34.35	

RESPONDENT'S NAME GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, Taxi Dispatcher Supervisor at JFK - Year 3

	Full-Time		NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	8		
Item # 1 Average Hourly Direct Wages	$ 19.10		
Item # 2 Average Health Benefits	$ 4.45		
Item # 3 Average Supplemental Benefits (Items Not Required by Law			
Holiday Allowance	$ 0.29		11
Vacation Allowance	$ 0.77		10
Sick Time Allowance	$ 0.23		3
Pension	$ -		
Other Supplemental Benefits			
Specify _____	$ -		
Total (Item #3)	$ 1.29		
Item #4 Taxes and Insurance			
(Items required by law)			
F.I.C.A.	$ 1.60		
N.Y.S.U.I.	$ 1.11		
F.U.I.	$ 0.17		
Workers' Compensation	$ 1.36		
General Liability Insurance	$ 1.07		
Disability Insurance	$ 0.10		
Other Taxes and Insurance			
Specify City of Newark	$ 0.07		
Total (Item # 4)	$ 5.48		
Item # 5 Additional Components (if Applicable)			
Vehicle/MTCE/Fuel			
Uniforms	$ 0.40		
Equipment	$ 0.13		
Materials	$ 0.09		
Supplies	$ 0.08		
Relief	$ -		
Roll Call	$ -		
Other Components			
Specify Training	$ 0.51		
Specify Recruitment/processing Costs	$ 0.15		
General Adminstrative Costs, Overhead and Profit	$ 3.85		
Total (Item # 5)	$ 5.21		
Total (Items 1, 2, 3, 4 & 5)	$ 35.53	(O3)	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, Taxi Dispatcher Supervisor at LGA - Year 1

	Full-Time	NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	5	
Item # 1 Average Hourly Direct Wages	$ 18.63	
Item # 2 Average Health Benefits	$ 3.67	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
Holiday Allowance	$ 0.28	11
Vacation Allowance	$ 0.75	10
Sick Time Allowance	$ 0.23	3
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.26	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 1.56	
N.Y.S.U.I.	$ 1.00	
F.U.I.	$ 0.16	
Workers' Compensation	$ 1.33	
General Liability Insurance	$ 1.02	
Disability Insurance	$ 0.10	
Other Taxes and Insurance		
Specify City of Newark	$ 0.07	
Total (Item # 4)	$ 5.24	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel		
Uniforms	$ 0.38	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ -	
Roll Call	$ -	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 5.19	
Total (Items 1, 2, 3, 4 & 5)	$ 33.99	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, **Taxi Dispatcher Supervisor at LGA - Year 2**

	Full-Time	NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	5	
Item # 1 Average Hourly Direct Wages	$ 18.85	
Item # 2 Average Health Benefits	$ 3.67	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
Holiday Allowance	$ 0.28	11
Vacation Allowance	$ 0.76	10
Sick Time Allowance	$ 0.23	3
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.27	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 1.58	
N.Y.S.U.I.	$ 1.05	
F.U.I.	$ 0.17	
Workers' Compensation	$ 1.34	
General Liability Insurance	$ 1.04	
Disability Insurance	$ 0.10	
Other Taxes and Insurance		
Specify City of Newark	$ 0.07	
Total (Item # 4)	$ 5.35	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel		
Uniforms	$ 0.39	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ -	
Roll Call	$ -	
Other Components		
Specify Training	$ 0.52	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 5.21	
Total (Items 1, 2, 3, 4 & 5)	$ 34.35	

Bidder Name GATEWAY SECURITY, INC. BID NUMBER 27471

Taxi Dispatch Services

Calculation of Hourly Rate, Taxi Dispatcher Supervisor at LGA - Year 3

	Full-Time	NUMBER OF DAYS
Number of Employees>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	5	
Item # 1 Average Hourly Direct Wages	$ 19.10	
Item # 2 Average Health Benefits	$ 4.45	
Item # 3 Average Supplemental Benefits (Items Not Required by Law		
Holiday Allowance	$ 0.29	11
Vacation Allowance	$ 0.77	10
Sick Time Allowance	$ 0.23	3
Pension	$ -	
Other Supplemental Benefits		
Specify _____	$ -	
Total (Item #3)	$ 1.29	
Item #4 Taxes and Insurance		
(Items required by law)		
F.I.C.A.	$ 1.60	
N.Y.S.U.I.	$ 1.11	
F.U.I.	$ 0.17	
Workers' Compensation	$ 1.36	
General Liability Insurance	$ 1.07	
Disability Insurance	$ 0.10	
Other Taxes and Insurance		
Specify City of Newark	$ 0.07	
Total (Item # 4)	$ 5.48	
Item # 5 Additional Components (if Applicable)		
Vehicle/MTCE/Fuel		
Uniforms	$ 0.40	
Equipment	$ 0.13	
Materials	$ 0.09	
Supplies	$ 0.08	
Relief	$ -	
Roll Call	$ -	
Other Components		
Specify Training	$ 0.51	
Specify Recruitment/processing Costs	$ 0.15	
General Adminstrative Costs, Overhead and Profit	$ 3.85	
Total (Item # 5)	$ 5.21	
Total (Items 1, 2, 3, 4 & 5)	$ 35.53 (P3)	

5. MONTHLY MANAGEMENT FEE CALCULATION BREAKDOWN

The Monthly Management Fee Calculation Sheets shall include the estimated and known costs and components that comprise the Bidder's Monthly Management Fee. The categories included on the sheets are only suggestions and the Bidder should supplement where appropriate. The Port Authority will not provide additional compensation beyond what is submitted on the Bid Pricing Sheet(s) for items not included in the Management Fee Calculation Sheet. The Contractor is solely responsible for unforeseen and unexpected costs or increases in prices.

Taxi Dispatch Services at JFK, LGA, EWR & PABT

Calculaton of Breakdown of Monthly Management Fee - **Year 1**

LIST SALARIED POSITIONS:	Minimum Direct Salary	*Proposed Minium Salary
Assistant Managmenet Representative (EWR)	$ 56,100	$ 56,100.00
Assistant Managmenet Representative (JFK)	$ 56,100	$ 56,100.00
Assistant Managmenet Representative (LGA/PABT)	$ 56,100	$ 56,100.00
Management Representative (EWR)	$ 62,424	$ 66,030.38
Management Representative (JFK)	$ 62,424	$ 62,424.00
Management Representative (LGA/PABT)	$ 62,424	$ 62,424.00
Contract Representative	$ 90,000	$ 90,000.00
Other Positions (Note what they are)		
Administrative Assistance (EWR)		$ 40,276.00
Drivers - (EWR) - Hourly		$ 87,052.50
Drivers - (JFK) - Hourly		$ 168,630.00
Drivers - (LGA)		$ 23,360.00
Insurance cost (Excluding Health)		$ 18,805.34
Office Furniture		$ 12,000.00
Telephone		$ 7,200.00
Office Machines		$ 1,500.00
Office Supplies		$ 22,000.00
Other (Specify)		
Wide area network/managed router costs		$ 27,600.00
Group insurance		$ 155,338.50
Office Cleaning		$ 9,000.00
Payroll taxes		$ 89,739.78
Total ANNUAL Management Fee		$ 1,111,680.50
Total Monthly Management Fee		**$ 92,640.04 (Q1)**

(Total ANNUAL Management fee / 12 months - This amount should be transposed on to the Pricing sheets)

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section located in Part V, Section 12 of this Contract included herein. If not stated by the Port Authority, then the contractor will make its own determination and submit accordingly.

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority.

Taxi Dispatch Services at JFK, LGA, EWR & PABT

Calculaton of Breakdown of Monthly Management Fee - **Year 2**

LIST SALARIED POSITIONS:	Minimum Direct Salary	*Proposed Minium Salary
Assistant Managmenet Representative (EWR)	$ 56,855	$ 56,855.00
Assistant Managmenet Representative (JFK)	$ 56,855	$ 56,855.00
Assistant Managmenet Representative (LGA/PABT)	$ 56,855	$ 56,855.00
Management Representative (EWR)	$ 63,264	$ 66,030.38
Management Representative (JFK)	$ 63,264	$ 63,264.00
Management Representative (LGA/PABT)	$ 63,264	$ 63,264.00
Contract Representative	$ 91,211	$ 91,211.00
Other Positions (Note what they are)		
Administrative Assistance (EWR)		$ 40,360.94
Drivers - (EWR) - Hourly		$ 87,052.50
Drivers - (JFK) - Hourly		$ 168,630.00
Drivers - (LGA)		$ 23,360.00
Insurance cost (Excluding Health)		$ 19,057.53
Office Furniture		$ 12,000.00
Telephone		$ 7,200.00
Office Machines		$ 1,500.00
Office Supplies		$ 22,000.00
Other (Specify)		
Wide area network/managed router costs		$ 27,600.00
Group insurance		$ 155,338.50
Office Cleaning		$ 9,000.00
Payroll taxes		$ 90,995.04
Total ANNUAL Management Fee		$ 1,118,428.89
Total Monthly Management Fee		**$ 93,202.41 (Q2)**

(Total ANNUAL Management fee / 12 months - This amount should be transposed on to the Pricing sheets)

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section located in Part V, Section 12 of this Contract included herein. If not stated by the Port Authority, then the contractor will make its own determination and submit accordingly.

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority.

Taxi Dispatch Services at JFK, LGA, EWR & PABT

Calculaton of Breakdown of Monthly Management Fee - **Year 3**

LIST SALARIED POSITIONS:	Minimum Direct Salary	*Proposed Minium Salary
Assistant Managmenet Representative (EWR)	$ 57,620	$ 57,620.00
Assistant Managmenet Representative (JFK)	$ 57,620	$ 57,620.00
Assistant Managmenet Representative (LGA/PABT)	$ 57,620	$ 57,620.00
Management Representative (EWR)	$ 64,115	$ 66,030.38
Management Representative (JFK)	$ 64,115	$ 64,115.00
Management Representative (LGA/PABT)	$ 64,115	$ 64,115.00
Contract Representative	$ 92,438	$ 92,438.00
Other Positions (Note what they are)		
Administrative Assistance (EWR)		$ 40,448.10
Drivers - (EWR) - Hourly		$ 87,052.50
Drivers - (JFK) - Hourly		$ 168,630.00
Drivers - (LGA)		$ 23,360.00
Insurance cost (Excluding Health)		$ 19,304.03
Office Furniture		$ 12,000.00
Telephone		$ 7,200.00
Office Machines		$ 1,500.00
Office Supplies		$ 22,000.00
Other (Specify)		
Wide area network/managed router costs		$ 27,600.00
Group insurance		$ 155,338.50
Office Cleaning		$ 9,000.00
Payroll taxes		$ 92,256.47
Total ANNUAL Management Fee		$ 1,125,247.98
Total Monthly Management Fee		**$ 93,770.66 (Q3)**

(Total ANNUAL Management fee / 12 months - This amount should be transposed on to the Pricing sheets)

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section located in Part V, Section 12 of this Contract included herein. If not stated by the Port Authority, then the contractor will make its own determination and submit accordingly.

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority.

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: Gateway Security, Inc. Date: 01/03/2012

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

1. Packaging

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

____ Use of corrugated materials that exceed the required minimum 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 should be include with the submission.

2. Business Practices / Operations / Manufacturing

Does the Bidder 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 should be included with the submission.

3. Training and Education

Does the Bidder 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 Bidder conduct environmental training of its own staff?

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

4. Certifications

Has the Bidder 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, Bidders should attach copies of the certificates obtained.

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

Kurus J. Elavia Name 01/03/2012 Date

Attachment I B

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT M/WBE PARTICIPATION PLAN **PA 3749B / 12-11**

Office of Business Diversity and Civil Rights

PAGE: _____ OF _____

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

Purchase Order #:

Proposer/Bidder Name: GATEWAY SECURITY, INC.

Mailing Address: 604-608 MARKET STREET, NEWARK, NJ 07105

Telephone Number: 973-465-8006

Contract Description: TAXI DISPATCH SERVICES AT JFK, LGA, EWR & PABT

Contract Amount:

Contract Goals: **MBE** _____ **WBE** _____

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
CUSTOMER SERVICE EXPERTS, INC. 2901 RIVA TRACE PKWY, SUITE 100 ANNAPOLIS, MD 21401	WBE	MYSTERY SHOPPING SERVICES AT ALL LOCATIONS	MAR 2012 DEC 2012	$3,600	
BANKER MEDIA GROUP, LLC 200 MIDDLESEX ESSEX TPKE SUITE #306H ISELIN, NJ 08830	M/WBE	PRINTED MATERIALS & CONSULTING SERVICES	MAR 2012 DEC 2012	$10,000	
*BECNELS UNIFORMS 758 S. SAN PEDRO STREET LOS ANGELES, CA 90014-2419	M/WBE	UNIFORMS	MAR 2012 DEC 2012	$120,000	
			TOTAL:		

*STATE APPROVED; PORT AUTHORITY CERTIFICATION PENDING

Signature of Contractor: Kal

Print Name: Kurus J. Elavia

Title: Chief Executive Officer Date 01/03/2012

FOR OBDCR USE ONLY

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected

Reviewed by: _____

OBDCR Business Development Representative

Print Name: _____ Date _____

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

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 8. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part 1, Section 17of the contract book, the bidder shall submit this form as the M/WBE Participation Plan and/or best efforts documentation with their bid to the Procurement Department.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business Diversity and Civil Rights via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

THE PORT AUTHORITY
OF NY & NJ

BID # 27471

Taxi Dispatch Services at JFK, LGA, EWR & PABT

January 6, 2012

Presented by

GATEWAY
SECURITY INC.

1	Cover Sheet
2	Part II: Specific Bidder's Prerequisites
3	Part II: Additional Submittal Requirements
4	Part IV: Signature Sheet
5	Part IV: Name & Residences of Principals
6	Part IV: Pricing Sheets
7	Part IV: Calculation of Hourly Rate
8	Part IV: Monthly Management Fee Breakdown
9	Attachment I A: Certified Environmentally Preferable Products/ Services
10	Attachment I B: M/WBE Participation Plan
11	Acknowledgement of Addenda
12	
13	
14	
15	

AVERY READY INDEX 60007

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: TAXI DISPATCH SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT, LAGUARDIA AIRPORT, NEWARK LIBERTY INTERNATIONAL AIRPORT, AND THE PORT AUTHORITY BUS TERMINAL

BID NO.: 27471

SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS WHERE THEY WILL BE PUBLICLY OPENED AND READ

BID DUE DATE: January 4, 2012 **TIME:** 11:00 AM

BUYER NAME: LUZ SANTANA

PHONE NO.: (201) 395-3449
FAX NO.: (201) 395-3425
EMAIL: LSANTANA@PANYNJ.GOV

BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)
(PLEASE PRINT)

_____
(NAME OF BIDDING ENTITY)

_____
(ADDRESS)

_____
(CITY, STATE AND ZIP CODE)

_____
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

_____
(FEDERAL TAX I.D. NO.) (FAX NO.)

_____ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

INVITATION FOR BID

- COVER PAGE: BID AND BIDDER INFORMATION
- PART I – STANDARD INFORMATION FOR BIDDERS
- PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
- PART V – SPECIFICATIONS
- STANDARD CONTRACT TERMS AND CONDITIONS

PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder shall provide information in the format indicated and on the forms provided by the Port Authority. Bidders are not permitted to alter the forms provided by the Port Authority or the bid may be found nonresponsive. Requests to alter forms, such as the Pricing Sheets in Part IV, should be sent in the form of a question in accordance with Section 7 entitled "Bidders Questions" of this Part I.

The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in

6. **Acceptance or Rejection of Bids**

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted. Bids may be rejected by the Port Authority if any of the unit prices or charges inserted by the bidder are unbalanced, either excessive or below their reasonable value.

7. **Bidder's Questions**

Any questions by prospective Bidders concerning the Work to be performed, Pricing Sheet(s), or the terms and conditions of the Contract may be addressed to the Contracts Specialist listed on the Cover Sheet of this document. The Contracts Specialist is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it will be communicated to all Bidders by written addenda issued under the name of the Manager, Purchasing Services Division of the Port Authority and may be posted on the Port Authority website. Addenda shall be considered part of the Contract.

8. **Additional Information To and From Bidders**

Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.

If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.

9. **Union Jurisdiction**

All prospective Bidders 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 paragraph entitled "Harmony" in the Standard Contract Terms and Conditions.

10. **Assessment of Bid Requirements**

The Bidder should carefully examine and study the entire contents of these bid documents and shall make its own determinations as to the services and materials to be supplied and all other things required to be done by the Contractor.

11. **Bidder's Prerequisites**

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port

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

b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid.

not of Hispanic origin;

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

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

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

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

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.

Bidders are directed to use form PA3749B (ATTACHMENT 1-B) as the recording mechanism for the M/WBE participation Plan, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html

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

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.

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.

19. City Payroll Tax

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

20. Additional Bidder Information

Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: http://www.panynj.gov/business-opportunities/become-vendor.html

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT M/WBE PARTICIPATION PLAN

PA 3749B / 12-11

Office of Business Diversity and Civil Rights

PAGE: _____ OF _____

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed.

If more than 1 page is used, complete totals on last page.

Purchase Order #: _____

Proposer/Bidder Name: _____

Mailing Address: _____

Telephone Number: _____

Contract Description: _____

Contract Amount: _____

Contract Goals: MBE _____ WBE _____

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
			TOTAL:		

Signature of Contractor: _____

Print Name: _____

Title: _____ **Date** _____

FOR OBDCR USE ONLY

Contract Goals: ☐ **Approved** ☐ **Waived** ☐ **Rejected**

Reviewed by: _____

OBDCR Business Development Representative

Print Name: _____ **Date** _____

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

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9. Extension Period 2
10. Facility Inspection 2
11. Specific Bidder's Prerequisites 3
12. Bidder's Additional Submittal Requirements 4
13. Available Documents 4
14. Contractor Staff Background Screening 4

The second facility inspection is scheduled to be held at John F. Kennedy International Airport (JFK), Port Authority Administration Building #14, 2nd Floor, Main Conference Room on Wednesday, December 14, 2011 at 10:00 am.

Please contact Vincent Vesce at 212-435-3729 to confirm attendance and/or receive travel directions.

11. Specific Bidder's Prerequisites

a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of a business with responsibility for on-site dispatch services of vehicles related to ground transportation and front-line customer service personnel at a commercial or industrial transportation facility, and during that time shall have actually engaged in providing said or such services at a commercial or industrial transportation facility under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to a commercial or industrial transportation business under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing satisfactorily under at least one (1) contract(s) requiring similar services of similar scope to those required under this Contract.

c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of three million dollars ($3,000,000) annual gross income from the type of service required under this Contract.

d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, 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 bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder 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 Bidders must provide documentation of their legal status.

to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors). The cost for background checks for staff that are rejected for a credential for any reason are not reimbursable.

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

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6. Insurance 11
7. Increase and Decrease in Areas or Frequencies 14
8. Extra Work 15

for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Billing and Payment

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

a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheets, as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.

b) The Contractor shall submit to the Manager by the fifth day of the month following the month of commencement of the Contract and on or by the fifth day of each month thereafter (including the month following the termination or expiration of this Contract)separate itemized invoices for each Airport / Bus Terminal (and any Central Office Location) setting forth total amounts due for the previous monthly period and setting forth the total Taxi Dispatch Management Representative, Assistant Management Representative, Contractor Representative, Part Time Employee Hours, Temporary Summer Employees Hours and applying the appropriate rates thereto. Such invoices shall also separately list the total number of hours of post coverage provided per shift and per day during the entire applicable Monthly Period. The Contractor shall, in addition, furnish any and all pertinent information as may be required from time to time by the Port Authority. Within thirty (30) days upon receipt of a true and correct invoice, the Port Authority will pay the total amount of such invoice. Payments made hereunder are subject to such adjustments as may be necessitated following Port Authority verification of the accuracy of amounts invoiced. Such payments are further subject to deductions for such liquidated damages to which the Port Authority

Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

g) "Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

h) 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.

i) Without limiting the generality of any other term or provision hereof, the Contractor understands it will not be separately reimbursed for all overhead expenses (e.g.,Taxi Dispatch Management Representative, Assistant Management Representative, Contractor Representative) or for other costs, including phone charges, office supplies and other related costs. The Contractor shall provide clerical support as required, which is not to be considered post coverage hereunder and will not be included in the post hours for which the Authority is to be billed.

j) The Contractor shall submit invoices to the respective facilities as follows:
The Port Authority of New York and New Jersey
John F. Kennedy International Airport
Attn: Unit Terminal Building Supervisor
South Service Road, Building #14, Second Floor
Jamaica, NY 11430

The Port Authority of New York and New Jersey
LaGuardia Airport
Attn: Taxi Dispatch Supervisor
Hanger 7C
Flushing, NY 11371

for September 2014. The resulting product shall be the amount payable to the contractor in the Fifth year of the Initial Term.

For the First year of the First two-year Option Period of the contract, the Sixth Year of the contract, the Price Index shall be determined for the months of September 2015 and September 2016. The amounts payable to the Contractor in the Fifth Year shall be multiplied by a fraction of the numerator of which is the Price Index for September 2016 and the denominator of which is the Price Index for September 2015. The resulting product shall be the amount payable to the contractor in the First year of the First Two-year Option period.

For the Second year of the First two-year Option Period of the contract, the Seventh Year of the contract, the Price Index shall be determined for the months of September 2016 and September 2017. The amounts payable to the Contractor in the Sixth Year shall be multiplied by a fraction of the numerator of which is the Price Index for September 2017 and the denominator of which is the Price Index for September 2016. The resulting product shall be the amount payable to the contractor in the Second of the First Two-year Option period.

For the First year of the Second two-year Option Period of the contract, the Eighth Year of the contract, the Price Index shall be determined for the months of September 2017.and September 2018. The amounts payable to the Contractor in the Seventh Year shall be multiplied by a fraction of the numerator of which is the Price Index for September 2018 and the denominator of which is the Price Index for September 2017. The resulting product shall be the amount payable to the contractor in the First year of the Second Two-year Option period.

For the Second year of the Second two-year Option Period of the contract, the Ninth Year of the contract, the Price Index shall be determined for the months of September 2018 and September 2019. The amounts payable to the Contractor in the Eighth Year shall be multiplied by a fraction of the numerator of which is the Price Index for September 2019 and the denominator of which is the Price Index for September 2018. The resulting product shall be the amount payable to the contractor in the Second year of the Second Two-year Option period.

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

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

disruption of the operation of the Facility and disruption of the Facility Taxi Dispatch Service which will result from the non-performance, cannot or may be difficult to calculate, the Port Authority may in lieu of and in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to Fifty Dollars ($50) for each hour or fraction thereof (for each such employee) up to a maximum of Three Hundred Dollars ($300) per calendar day per employee that the Contractor fails to provide such Assistant Taxi Dispatchers, Taxi Dispatchers, Lead Taxi Dispatchers or Supervisors of Taxi Dispatchers (it being understood that in addition to the foregoing assessment by the Port Authority, no amount shall be payable by the Port Authority for Assistant Taxi Dispatchers, Taxi Dispatchers, Lead Taxi Dispatchers or Supervisors of Taxi Dispatchers service hours not actually provided or unsatisfactorily provided by the Contractor) said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor as the Port Authority shall determine from time to time, in its sole discretion. Nothing contained in this Section nor the exercise of any right by the Port Authority hereunder shall waive, limit, satisfy or affect in any way any claims or demands against the Contractor by the Port Authority or others arising from the failure of the Contractor to perform the Taxi Dispatch Service hereunder.

ii. In the event that the required Taxi Dispatch Management Representative or Assistant Taxi Dispatch 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 lieu of an in liquidation of damages for such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to Fifty Dollars ($50) for each hour or fraction thereof (for each such employee) up to a maximum of Three Hundred Dollars ($300) per calendar day per employee that the Taxi Dispatch Management Representative or Assistant Taxi Dispatch Management Representative fails to perform as required herein (it being understood that, in addition to the foregoing, in no event shall any amount be payable by the Port Authority for the services of a Taxi Dispatch Management Representative or Assistant Taxi Dispatch Management Representative not actually provided or unsatisfactorily provided by the Contractor) said amount of

Airport and Terminal and disruption of the Taxi Dispatch Service at the Airport which will result from the non-performance of the portion of the Taxi Dispatch Transportation Service not performed, cannot be calculated and will be incapable of determination, in lieu of and in liquidation of such breach, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to the product obtained by multiplying one hundred and twenty-five dollars ($125) by the number of calendar days or fractions thereof that the Contractor fails to provide each Taxi Dispatch Transportation Service Fleet Vehicle of the Taxi Dispatch Transportation Service Fleet. This amount or amounts 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.

vi. In the event that any Contractor's employee fails to comply with the uniform and identification requirements as set forth in Part V, Sections 19 and 20, then the amount payable hereunder shall be reduced by an amount equal to One Hundred Dollars and No Cents ($100.00) per violation, multiplied by the number of days or major infractions thereof that the Contractor employees fail to comply with the uniform and/or identification requirements.

vii. In the event the Contractor fails to provide the wage or benefit information as required in the section hereunder entitled, "Wages, Health and Supplemental Benefits", then the monthly installment payable hereunder shall be reduced by One Hundred Dollars and No Cents ($100.00) for each day the Contractor fails to provide said information.

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

c) Failure of the Airport Manager and or the Facility Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

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

6. Insurance

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed

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

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

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **[CITS#3867N]**

f) Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

g) In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

h) No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

i) Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. Extra Work

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

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

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their

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

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

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS

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PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN# _____

SIGNATURE_____ Date_____

Print Name and Title_____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___day *of*_____, 20 , personally came before me, _____,who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

_____
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. Bidders are not permitted to alter the Pricing Sheet(s), Calculation of Hourly Rate Form or Monthly Management Fee Calculation Breakdown, other than in the spaces indicated where the bidder is permitted to provide additional information. The failure to adhere to these instructions may result in a bid being found nonresponsive. Requests to alter any of these forms should be sent in the form of a question in accordance with Section 7 entitled "Bidders Questions" of Part I.

c. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

d. Bidders are asked to correctly transpose Hourly Rates from the Calculation of Hourly Rate Form and transpose the Total Monthly Management Fee from the Calculation Breakdown sheet to the Bid Pricing Sheets, where indicated.

e. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

f. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.

g. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

h. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

i. The failure to follow any of these directions may result in a bid being found nonresponsive.

BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 1

V. Monthly Management Fee	Monthly Charge**			Estimated Total Annual Charge
	$_____(Q1)	x	12 months =	$_____

VI. Fleet Operating Charge***

Monthly Op. Charge Per Vehicle	Number of Vehicles	Total Monthly Operating Charge			Total Operating Charge
$_____ (7 passenger)	5	$_____	x	12 months =	$_____
_____ (15 passenger)	3	$_____	x	12 months =	$_____

Estimated Total Annual Price for Year 1 = **$_____ (VII)**
(I)+(II)+(III)+(IV)+(V)+(VI) = (VII)

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

*Note: In computing the Hourly Rate in sections I through IV above, the Contractor is referred to Part V, Section 3 entitled Wages, Health and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified. The Hourly Rate should be transposed from the Calculation of Hourly Rate Form for the corresponding Employee Category on to the Pricing Sheet(s). Supplemental Benefits and Health benefits are not to be included as part of the Monthly Management Fee

**Note: These items subject but not limited to Contractor Representative salary, Management Representative salary, Assistant Management Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The Bidder is encouraged to include these costs in its Management Fee. In computing, the Management Fee above, the Bidder is referred to Part V, Section 3, entitled Wages, Health and Supplemental Benefits. The Total Management Fee should be transposed from the Calculation Breakdown sheet on to the Pricing Sheet(s).

***Per Part V, Section 21 of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by the Port Authority at JFK Airport only.

The quantities set forth in the Pricing Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 2

V. Monthly Management Fee	Monthly Charge**			Estimated Total Annual Charge
	$_____(Q2)	x	12 months =	$_____

VI. Fleet Operating Charge***

Monthly Op. Charge Per Vehicle	Number of Vehicles	Total Monthly Operating Charge			Total Operating Charge
$_____ (7 passenger)	5	$_____	x	12 months =	$_____
_____ (15 passenger)	3	$_____	x	12 months =	$_____

Estimated Total Annual Price for Year 2 = $_____ **(VII)**
(I)+(II)+(III)+(IV)+(V)+(VI) = (VII)

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

*Note: In computing the Hourly Rate in sections I through IV above, the Contractor is referred to Part V, Section 3 entitled Wages, Health and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified. The Hourly Rate should be transposed from the Calculation of Hourly Rate Form for the corresponding Employee Category on to the Pricing Sheet(s). Supplemental Benefits and Health benefits are not to be included as part of the Monthly Management Fee

**Note: These items subject but not limited to Contractor Representative salary, Management Representative salary, Assistant Management Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The Bidder is encouraged to include these costs in its Management Fee. In computing, the Management Fee above, the Bidder is referred to Part V, Section 3, entitled Wages, Health and Supplemental Benefits. The Total Management Fee should be transposed from the Calculation Breakdown sheet on to the Pricing Sheet(s).

***Per Part V, Section 21 of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by the Port Authority at JFK Airport only.

The quantities set forth in the Pricing Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

BID PRICING SHEETS - TAXI DISPATCH SERVICES - YEAR 3

V. Monthly Management Fee	Monthly Charge**			Estimated Total Annual Charge
	$_____(Q3)	x	12 months =	$_____

VI. Fleet Operating Charge***

Monthly Op. Charge Per Vehicle	Number of Vehicles	Total Monthly Operating Charge			Total Operating Charge
$_____ (7 passenger)	5	$_____	x	12 months =	$_____
_____ (15 passenger)	3	$_____	x	12 months =	$_____

Estimated Total Annual Price for Year 3 = **$_____ (VII)**
(I)+(II)+(III)+(IV)+(V)+(VI) = (VII)

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

*Note: In computing the Hourly Rate in sections I through IV above, the Contractor is referred to Part V, Section 3 entitled Wages, Health and Supplemental Benefits, wherein certain Minimum Direct Hourly Wages and Benefits are specified. The Hourly Rate should be transposed from the Calculation of Hourly Rate Form for the corresponding Employee Category on to the Pricing Sheet(s). Supplemental Benefits and Health benefits are not to be included as part of the Monthly Management Fee

**Note: These items subject but not limited to Contractor Representative salary, Management Representative salary, Assistant Management Representative salary, office clerical staff, drivers for posting employees, office supplies, computer and telephone service. The Bidder is encouraged to include these costs in its Management Fee. In computing, the Management Fee above, the Bidder is referred to Part V, Section 3, entitled Wages, Health and Supplemental Benefits. The Total Management Fee should be transposed from the Calculation Breakdown sheet on to the Pricing Sheet(s).

***Per Part V, Section 21 of the Contract entitled Vehicular Transportation Services, fuel will be purchased and supplied by the Port Authority at JFK Airport only.

The quantities set forth in the Pricing Sheet are estimated only for the purpose of Bid comparison. The Port Authority makes no representations as to what the actual quantities may be. The Contractor's compensation will be computed based solely on the actual services provided.

4. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

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

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category at each facility for each of the 3 years. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. These forms shall comprise the basis for the Hourly Rates set forth on the Bid Pricing Sheet. The Total Hourly Rate quoted at the bottom of each Hourly Rate Form must match the amount on the Bid Pricing Sheet. When completing this form, please refer to the definitions located in the aforementioned clause.

A Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the bid is accepted by the Port Authority and the Bidder must maintain the averages quoted at all times.

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

Bidder's must add Items 1 through 5 to arrive at the Hourly Rate which will be billed to the Port Authority for the applicable position at the specified location. Failure to accurately transpose accurately the applicable Hourly Rate (the total of Items 1 through 5) onto the Pricing Sheet may result in your bid being deemed non-responsive.

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK – Year 2**

	Full- Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____		$_____	
Item #2 Average Health Benefits	$_____		$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**		**Number of Days**
Holiday Allowance	$_____	_____	$_____	_____
Vacation Allowance	$_____	_____	$_____	_____
Sick Time Allowance	$_____	_____	$_____	_____
Pension	$_____		$_____	
Other Supplemental Benefits	$_____		$_____	
Specify_____	$_____		$_____	
Total (Item #3)	$_____		$_____	
Item # 4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$_____		$_____	
N.Y.S.U.I	$_____		$_____	
F.U.I.	$_____		$_____	
Workers' Compensation	$_____		$_____	
General Liability Insurance	$_____		$_____	
Disability Insurance	$_____		$_____	
Other Taxes and Insurance Specify_____	$_____		$_____	
Total (Item #4)	$_____		$_____	
Item # 5: Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$_____		$_____	
Uniforms	$_____		$_____	
Equipment	$_____		$_____	
Materials	$_____		$_____	
Supplies	$_____		$_____	
Relief	$_____		$_____	
Roll Call	$_____		$_____	
Other Components Specify _____	$_____		$_____	
General Administrative Costs, Overhead and Profit	$_____		$_____	
Total (Item #5)	$_____		$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(A2)		$_____(B2)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK (Summer Employees) – Year 1**

Note: Health Benefits are not required for this position

	Part Time	
Number of Employees>>>>>>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.Y.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(C1)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Assistant Taxi Dispatcher at JFK (Summer Employees) – Year 3**

Note: Health Benefits are not Required for this position

	Part Time	
Number of Employees>>>>>>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.Y.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance		
Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components		
Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(C3)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher at PABT – Year 2**

	Full- Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____		$_____	
Item #2 Average Health Benefits	$_____		$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**		**Number of Days**
Holiday Allowance	$_____	_____	$_____	_____
Vacation Allowance	$_____	_____	$_____	_____
Sick Time Allowance	$_____	_____	$_____	_____
Pension	$_____		$_____	
Other Supplemental Benefits	$_____		$_____	
Specify_____	$_____		$_____	
Total (Item #3)	$_____		$_____	
Item # 4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$_____		$_____	
N.Y.S.U.I	$_____		$_____	
F.U.I.	$_____		$_____	
Workers' Compensation	$_____		$_____	
General Liability Insurance	$_____		$_____	
Disability Insurance	$_____		$_____	
Other Taxes and Insurance				
Specify_____	$_____		$_____	
Total (Item #4)	$_____		$_____	
Item # 5: Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$_____		$_____	
Uniforms	$_____		$_____	
Equipment	$_____		$_____	
Materials	$_____		$_____	
Supplies	$_____		$_____	
Relief	$_____		$_____	
Roll Call	$_____		$_____	
Other Components				
Specify _____	$_____		$_____	
General Administrative Costs, Overhead and Profit	$_____		$_____	
Total (Item #5)	$_____		$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(D2)		$_____(E2)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher at LGA – Year 1**

	Full- Time		Part Time	
Number of Employees>>>>>>>>>>>>>>		>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____		$_____	
Item #2 Average Health Benefits	$_____		$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**		**Number of Days**
Holiday Allowance	$_____	_____	$_____	_____
Vacation Allowance	$_____	_____	$_____	_____
Sick Time Allowance	$_____	_____	$_____	_____
Pension	$_____		$_____	
Other Supplemental Benefits	$_____		$_____	
Specify_____	$_____		$_____	
Total (Item #3)	$_____		$_____	
Item # 4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$_____		$_____	
N.Y.S.U.I	$_____		$_____	
F.U.I.	$_____		$_____	
Workers' Compensation	$_____		$_____	
General Liability Insurance	$_____		$_____	
Disability Insurance	$_____		$_____	
Other Taxes and Insurance				
Specify_____	$_____		$_____	
Total (Item #4)	$_____		$_____	
Item # 5: Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$_____		$_____	
Uniforms	$_____		$_____	
Equipment	$_____		$_____	
Materials	$_____		$_____	
Supplies	$_____		$_____	
Relief	$_____		$_____	
Roll Call	$_____		$_____	
Other Components				
Specify _____	$_____		$_____	
General Administrative Costs, Overhead and Profit	$_____		$_____	
Total (Item #5)	$_____		$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(F1)		$_____(G1)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher at LGA – Year 3**

	Full- Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____		$_____	
Item #2 Average Health Benefits	$_____		$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**		**Number of Days**
Holiday Allowance	$_____	_____	$_____	_____
Vacation Allowance	$_____	_____	$_____	_____
Sick Time Allowance	$_____	_____	$_____	_____
Pension	$_____		$_____	
Other Supplemental Benefits	$_____		$_____	
Specify_____	$_____		$_____	
Total (Item #3)	$_____		$_____	
Item # 4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$_____		$_____	
N.Y.S.U.I	$_____		$_____	
F.U.I.	$_____		$_____	
Workers' Compensation	$_____		$_____	
General Liability Insurance	$_____		$_____	
Disability Insurance	$_____		$_____	
Other Taxes and Insurance				
Specify_____	$_____		$_____	
Total (Item #4)	$_____		$_____	
Item # 5: Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$_____		$_____	
Uniforms	$_____		$_____	
Equipment	$_____		$_____	
Materials	$_____		$_____	
Supplies	$_____		$_____	
Relief	$_____		$_____	
Roll Call	$_____		$_____	
Other Components				
Specify _____	$_____		$_____	
General Administrative Costs, Overhead and Profit	$_____		$_____	
Total (Item #5)	$_____		$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(F3)		$_____(G3)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher at EWR – Year 2**

	Full- Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____		$_____	
Item #2 Average Health Benefits	$_____		$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**		**Number of Days**
Holiday Allowance	$_____	_____	$_____	_____
Vacation Allowance	$_____	_____	$_____	_____
Sick Time Allowance	$_____	_____	$_____	_____
Pension	$_____		$_____	
Other Supplemental Benefits	$_____		$_____	
Specify_____	$_____		$_____	
Total (Item #3)	$_____		$_____	
Item # 4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$_____		$_____	
N.J.S.U.I	$_____		$_____	
F.U.I.	$_____		$_____	
Workers' Compensation	$_____		$_____	
General Liability Insurance	$_____		$_____	
Disability Insurance	$_____		$_____	
Other Taxes and Insurance Specify_____	$_____		$_____	
Total (Item #4)	$_____		$_____	
Item # 5: Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$_____		$_____	
Uniforms	$_____		$_____	
Equipment	$_____		$_____	
Materials	$_____		$_____	
Supplies	$_____		$_____	
Relief	$_____		$_____	
Roll Call	$_____		$_____	
Other Components Specify _____	$_____		$_____	
General Administrative Costs, Overhead and Profit	$_____		$_____	
Total (Item #5)	$_____		$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(H2)		$_____(I2)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher at JFK – Year 1**

	Full- Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____		$_____	
Item #2 Average Health Benefits	$_____		$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**		**Number of Days**
Holiday Allowance	$_____	_____	$_____	_____
Vacation Allowance	$_____	_____	$_____	_____
Sick Time Allowance	$_____	_____	$_____	_____
Pension	$_____		$_____	
Other Supplemental Benefits	$_____		$_____	
Specify_____	$_____		$_____	
Total (Item #3)	$_____		$_____	
Item # 4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$_____		$_____	
N.Y.S.U.I	$_____		$_____	
F.U.I.	$_____		$_____	
Workers' Compensation	$_____		$_____	
General Liability Insurance	$_____		$_____	
Disability Insurance	$_____		$_____	
Other Taxes and Insurance Specify_____	$_____		$_____	
Total (Item #4)	$_____		$_____	
Item # 5: Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$_____		$_____	
Uniforms	$_____		$_____	
Equipment	$_____		$_____	
Materials	$_____		$_____	
Supplies	$_____		$_____	
Relief	$_____		$_____	
Roll Call	$_____		$_____	
Other Components Specify _____	$_____		$_____	
General Administrative Costs, Overhead and Profit	$_____		$_____	
Total (Item #5)	$_____		$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(J1)		$_____(K1)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher at JFK – Year 3**

	Full- Time		Part Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____		$_____	
Item #2 Average Health Benefits	$_____		$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**		**Number of Days**
Holiday Allowance	$_____	_____	$_____	_____
Vacation Allowance	$_____	_____	$_____	_____
Sick Time Allowance	$_____	_____	$_____	_____
Pension	$_____		$_____	
Other Supplemental Benefits	$_____		$_____	
Specify_____	$_____		$_____	
Total (Item #3)	$_____		$_____	
Item # 4 Taxes and Insurance (Items required by law)				
F.I.C.A.	$_____		$_____	
N.Y.S.U.I	$_____		$_____	
F.U.I.	$_____		$_____	
Workers' Compensation	$_____		$_____	
General Liability Insurance	$_____		$_____	
Disability Insurance	$_____		$_____	
Other Taxes and Insurance Specify_____	$_____		$_____	
Total (Item #4)	$_____		$_____	
Item # 5: Additional Components (if Applicable)				
Vehicle/MTCE/Fuel	$_____		$_____	
Uniforms	$_____		$_____	
Equipment	$_____		$_____	
Materials	$_____		$_____	
Supplies	$_____		$_____	
Relief	$_____		$_____	
Roll Call	$_____		$_____	
Other Components Specify _____	$_____		$_____	
General Administrative Costs, Overhead and Profit	$_____		$_____	
Total (Item #5)	$_____		$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(J3)		$_____(K3)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher at JFK (Summer Employees) – Year 2**

Note: Health Benefits are not required for this position

	Part Time	
Number of Employees>>>>>>>>>>>>>>>		
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.Y.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(L2)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Lead Taxi Dispatcher at EWR – Year 1**

	Full- Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>>
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.J.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance		
Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components		
Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(M1)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Lead Taxi Dispatcher at EWR – Year 3**

	Full- Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.J.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(M3)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher Supervisor at EWR – Year 2**

	Full- Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>>
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.J.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance		
Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components		
Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(N2)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher Supervisor at JFK – Year 1**

	Full- Time	
Number of Employees>>>>>>>>>>>>>>		>>>>>>>>>>
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.Y.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(O1)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher Supervisor at JFK – Year 3**

	Full- Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>>
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.Y.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance		
Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components		
Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(O3)	

BIDDER NAME: _____ BID NUMBER _____

Calculation of Hourly Rate, **Taxi Dispatcher Supervisor at LGA – Year 2**

	Full- Time	
Number of Employees>>>>>>>>>>>>>>>		>>>>>>>>>>
Item #1 Average Hourly Direct Wages	$_____	
Item #2 Average Health Benefits	$_____	
Item #3 Average Supplemental Benefits (Items not required by law)		**Number of Days**
Holiday Allowance	$_____	_____
Vacation Allowance	$_____	_____
Sick Time Allowance	$_____	_____
Pension	$_____	
Other Supplemental Benefits	$_____	
Specify_____	$_____	
Total (Item #3)	$_____	
Item # 4 Taxes and Insurance (Items required by law)		
F.I.C.A.	$_____	
N.Y.S.U.I	$_____	
F.U.I.	$_____	
Workers' Compensation	$_____	
General Liability Insurance	$_____	
Disability Insurance	$_____	
Other Taxes and Insurance Specify_____	$_____	
Total (Item #4)	$_____	
Item # 5: Additional Components (if Applicable)		
Vehicle/MTCE/Fuel	$_____	
Uniforms	$_____	
Equipment	$_____	
Materials	$_____	
Supplies	$_____	
Relief	$_____	
Roll Call	$_____	
Other Components Specify _____	$_____	
General Administrative Costs, Overhead and Profit	$_____	
Total (Item #5)	$_____	
Total (Items #1, 2, 3, 4, & 5) = Hourly Rate	$_____(P2)	

5. MONTHLY MANAGEMENT FEE CALCULATION BREAKDOWN

The Monthly Management Fee Calculation Sheets shall include the estimated and known costs and components that comprise the Bidder's Monthly Management Fee. The categories included on the sheets are only suggestions and the Bidder should supplement where appropriate. The Port Authority will not provide additional compensation beyond what is submitted on the Bid Pricing Sheet(s) for items not included in the Management Fee Calculation Sheet. The Contractor is solely responsible for unforeseen and unexpected costs or increases in prices.

Taxi Dispatch Services at JFK, LGA, EWR & PABT
Calculation Breakdown of Monthly Management Fee – **Year 2**

	Minimum Direct Salary	***Proposed Minimum Salary**
LIST SALARIED POSITIONS:		
Assistant Management Representative (EWR)	$ 56,855	$_____
Assistant Management Representative (JFK)	$ 56,855	$_____
Assistant Management Representative (LGA/PABT)	$ 56,855	$_____
Management Representative (EWR)	$ 63,264	$_____
Management Representative (JFK)	$ 63,264	$_____
Management Representative (LGA/PABT)	$ 63,264	$_____
Contract Representative	$ 91,211	$_____
Other Positions (Note what they are)_____	$_____	$_____
Insurance Cost (Excluding Health)		$_____
Office Furniture		$_____
Telephone		$_____
Office Machines		$_____
Office Supplies		$_____
Other (Specify)_____		$_____
Total ANNUAL Management Fee		$_____
Total Monthly Management Fee		$_____**(Q2)**

(Total ANNUAL Management Fee / 12 months – This amount should be transposed on to the Pricing sheets)

** The Proposed Minimum Direct Salary must be at least the Minimum Direct Salary as required in the Wages Health and Supplemental benefits section located in Part V, Section 12 of this Contract included herein. If not stated by the Port Authority, then the contractor will make its own determination and submit accordingly.

NOTE: The Monthly Management Fees shall include all fixed costs billable to the Port Authority.

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C Taxi Dispatcher Daily Hours – Newark Liberty International Airport
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E Uniform Specifications
F Vehicle(s) Specifications
G Airport Performance Management Program
H Customer Care Airport Standards Manual
I Maps of the Facilities
J Sample Certified Statement

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

3. Wages, Health and Supplemental Benefits

A. Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Assistant Management Representative, Management Representative, Contractor Representative, and other administrative personnel performing such duties exclusively.

2) "Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.

5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

6) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.

7) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.

8) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.

9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all

Position	Year 1	Year 2	Year 3
Assistant Taxi Dispatcher	$12.20 per hour	$12.36 per hour	$12.53 per hour
Taxi Dispatcher	$14.18 per hour	$14.37 per hour	$14.56 per hour
Lead Taxi Dispatcher	$16.33 per hour	$16.55 per hour	$16.77 per hour
Supervisor Taxi Dispatcher	$18.60 per hour	$18.85 per hour	$19.10 per hour

The Minimum Direct Hourly Wage set forth herein will not apply to the category of employee identified in Section of this Contract entitled "Temporary Summer Employees" nor do the hours worked for this category of employee count towards the calculation used in determining the Minimum Direct Hourly Wage and Supplemental Benefits.

The Contractor shall compensate **"Temporary Summer Employees"** (regardless of assigned position) at each Facility at least the following Minimum Direct Hourly Wage as follows:

Year 1	$10.20
Year 2	$10.34
Year 3	$10.47

In addition, the Temporary Summer Employees must be identified in advance by name and social security number in writing to distinguish them from to other employee wage groups. All other requirements of this Contract will apply to the Temporary Summer employees, including any employee incentive programs.

Minimum Direct Annual Salaries

The following values represent direct annual minimum salary(s) for each year of the first three years of the five (5) year base period.

The Contractor shall pay each of the positions under this contract listed below the stated Minimum Direct Annual Salaries exclusive of any supplemental or other type of benefit required by law, not less than the following:

Position	Year 1	Year 2	Year 3
Assistant Management Representatives	$56,100	$56,855	$57,620
Management Representatives	$62,424	$63,264	$64,115
Contract Representative	$90,000	$91,211	$92,438

1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.

2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.

3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Hourly Rate Form and accepted by the Port Authority.

F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Part II, then the Average Hourly Direct Wages and Supplemental Benefits set forth in the Calculation of Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in Part II, then the Minimum Direct Annual Salaries for employees holding the positions of Assistant Management Representative, Management Representative and Contract Representative, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits accepted by the Port Authority and the Supplemental Benefits as set forth in the Calculation of Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

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

L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.

M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

4. Performance of Services

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

3. Prevent soliciting of customers.

4. Maintain an orderly taxi line ensuring that all drivers on the taxi-loading line remain within the immediate proximity of their vehicles.

5. Advise customers of alternate means of transportation in the event there are no taxicabs available.

6. Advise customers of rules and regulations pertinent to the trip including the correct fare and meter rates to their destination.

7. Cooperate with Port Authority Police, Airport and/or PABT Supervisors and Taxi Commission agents in connection with the performance of the dispatcher duties provided herein.

8. Coordinate group riding at curbside.

9. Dispatch taxis from the taxi staging area to airline Terminals.

10. Be familiar with and enforce Taxi and Limousine Commission Rules and Regulations. When required, issue Taxi Dispatcher Hack Complaints against taxi drivers for violation of Taxi and Limousine Commission Rules and Regulations.

11. Distribute written material to customers, as directed by the Facility Manager.

12. Use electronic equipment in the performance of their duties.

13. Perform any other related responsibilities or duties as required by the Contractor by the Facility Manager or his/her designee.

14. Oversee orderly operation of the Limousine Staging Area. (LSA)

15. Remove snow and ice from work areas as directed by the Airport Manager and/or the PABT Manager.

16. Perform any other related responsibilities or duties as required by the Contractor by the Facility Manager or his/her designee.

c) Lead Taxi Dispatcher

1. Supervise the work of Assistant Taxi Dispatchers, and Taxi Dispatchers in the performance of their functions.

2. Conduct inspections of taxis at the taxing staging area to ensure drivers and taxis meet appropriate service standards.

10. Assure that Assistant Taxi Dispatchers, Taxi Dispatchers and Lead Taxi Dispatchers are providing a high level of service to all Airport and PABT Customers.

11. Perform any other work-related responsibilities or duties as required of the Contractor by the Airport and/or PABT Manager or his/her designee.

12. Have Knowledge and be able to operate the computerized taxi dispatching system. Must have knowledge of putting information onto the electronic Visual Message Sign. Provide taxi advisories on the taxi hot line.

13. Perform any other related responsibilities or duties as required by the Contractor by the Facility Manager or his/her designee.

e) Taxi Dispatch Management Representative

There shall be one (1) Management Representative that acts as the Taxi Dispatch Management Representative for EWR. The Contractor shall provide an EWR Taxi Dispatch Management Representative who shall act as overall supervisor of the Taxi Dispatch Service on behalf of the Contractor and be exclusively assigned to the Contract at EWR five (5) days a week, Monday through Friday during the hours 08:00 a.m. to 5:00 p.m. and/or at those times specified by the EWR Airport Manager. The EWR Taxi Dispatch Management Representative is not permitted to leave the Airport during his/her scheduled workday without the approval of the EWR Airport Manager. An individual acceptable to the EWR Airport Manager must cover all absences of the Taxi Dispatch Management Representative such as those due to illness, vacation, or liquidated damages may be imposed as cited in the Section of this Contract entitled "Liquidated Damages". The Taxi Dispatch Management Representative will assist the EWR Airport Manager as may be required from time to time in connection with the performance of the Taxi Dispatch Service.

There shall be one (1) Management Representative that acts as the Taxi Dispatch Management Representative for JFK, and one (1) Manager Representative that acts as the Taxi Dispatch Management Representative for LGA/PABT. The Contractor shall provide a Taxi Dispatch Management Representative who shall act as overall supervisor of the Taxi Dispatch Service on behalf of the Contractor and be exclusive to JFK, and one Taxi Dispatch Management Representative who shall act as overall supervisor of the Taxi Dispatch Service on behalf of the Contractor and be exclusive to LGA/PABT, five (5) days a week, Monday through Friday during the hours 08:00 a.m. to 5:00 p.m. and/or at those times specified by the JFK and LGA Airport Manager and/or PABT Manager. An individual acceptable to the JFK, LGA Airport Manager must cover all absences

f) Taxi Dispatch Assistant Management Representative

The Contractor shall provide a Taxi Dispatch Assistant Management Representative who shall report to the Taxi Dispatch Management Representative. All references in this Contract to the Taxi Dispatch Service Management Representative shall be deemed to include the Taxi Dispatch Assistant Management Representative.

1. There shall be one (1) Assistant Management Representative for JFK.

2. There shall be one (1) Assistant Management Representative for EWR.

3. There shall be one (1) Assistant Management Representative for LGA and the PABT.

The Taxi Dispatch Assistant Management Representatives may be required to work weekends on an as needed basis as part of their five-day workweek at no additional cost to the Port Authority.

g) Contractor Representative

The Contractor shall provide a Contractor Representative for the purpose of coordinating and supervising the activities of the Assistant Taxi Dispatchers, Lead Taxi Dispatchers, Taxi Dispatchers, Supervisor Taxi Dispatcher, Taxi Dispatch Assistant Managers and Taxi Dispatch Managers at all of the Airports and Bus Terminal hereunder. The Contractor Representative shall have overall responsibility for the Taxi Dispatch Service to be provided by the Contractor under this agreement and shall have a complete and current understanding of the Taxi Dispatch Service hereunder, and shall be fully responsible for the coordination and implementation of all Port Authority directives in connection with the Taxi Dispatch Service.

The Contractor Representative shall be stationed at each of the Airports hereunder apportioning his time generally in equal amounts to each Airport and/or Facility. The Contractor Representative shall have no other employment with the Contractor other that the performance of the duties of a Contractor Representative under this Contract. The Contractor Representative shall make his or her presence available to the Facility Manager during normal business hours and/or at those times specified by the Facility 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 Contract Representative shall have full power and authority to act on behalf of the Contractor with respect to this Contract.

10. Contractor Sponsored Employee Recognition and Incentive Program

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 any 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 and/or Facility Manager.

c) Contractor payments under this Section shall not be considered or included in computing compliance with the payment of Average Hourly Wage and Supplemental Benefits under this Contract.

11. Method of Operation

a) Employees of the Contractor shall not solicit or accept gratuities of any kind or nature whatsoever for any reason from passengers, permitees, drivers, tenants, customers or other persons using the Facilities.

b) Employees shall not eat, drink or smoke while on post. No personal cell phones or other communication devices shall be allowed on post unless allowed by the Facility Manager.

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.

e) 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.

f) The Contractor shall actively participate in "Customer Appreciation Days" and such similar programs as may be established by the Facility Manager's from time to time, which may include special holiday celebrations, promotions or other

to the Port Authority, with content approved by the Port Authority to be administered to potential Taxi Dispatchers prior to hiring or training.

e) Conversational skill in another language is desirable for Contractor personnel acting as Assistant Taxi Dispatcher, Taxi Dispatcher, Lead Taxi Dispatcher and Supervisor Taxi Dispatcher hereunder.

f) The Contractor shall furnish the Facility Manager, prior to the Commencement Date of the Contract and at any time during the period of the Contract including Option Periods, if any, as requested by the Facility Manager, at no expense to the Port Authority, information concerning the requirements and qualifications of the Contractor's personnel as listed above and shall submit evidence substantiating said qualifications and requirements to the satisfaction of the Facility Manager.

g) The Contractor shall not employ in any capacity whatsoever under this Contract any person who, while employed hereunder, continues to be employed (including self-employment) in any capacity including, but not limited to, the Taxi and Limousine Commission of the Cities of Newark and Elizabeth, the Taxi and Limousine Commission of the City of New York, any taxi cab operator in Newark or Elizabeth, New Jersey, any taxi cab operator in the City of New York nor shall the Contractor employ any individuals who continue to have any financial interest in or receive any remuneration from any of the foregoing.

h) Persons currently employed immediately prior to the Commencement Date of this Contract at the Airports and/or Facilities as Assistant Taxi Dispatchers, Taxi Dispatchers, Lead Taxi Dispatchers or Taxi Dispatch Supervisor by the immediately preceding Contractor who do not meet the requirements of paragraph (a) above may be employed by the Contractor as Taxi Dispatchers under the Contract, subject to approval of the Airport and/or Facility Manager, provided such employment commences at the Commencement Date of the Contract.

i) The Contractor shall maintain a personal file, in its offices at the Facility, for each and every individual employed under this Contract and will document the employee's qualifications and any other information relative to their performance under this Agreement. The file should include all paperwork relative to the qualifications cited in this Contract, disciplinary action and any other information pertinent to the employee's performance. These records shall be reviewed from time to time by the Port Authority and become the property of the Port Authority.

13. Training Provided By the Contractor and Port Authority

a) Training for employees providing the Taxi Dispatch Service shall be mandatory unless otherwise modified or waived by the Port Authority. Any employee who has not satisfactorily completed such training shall be removed by the Contractor as an employee for the Services under this Contract. The Contractor shall certify to the Facility Manager that all new employees have satisfactorily completed the required training prior to assignment to the Facility. The Contractor shall identify the personnel assigned to the Service by name, job classification, date of

10) Appropriate ethics and conduct.

11) Professional appearance standards.

12) Appropriate emergency procedures and notifications.

13) Traffic safety.

14) Contractor's mission statement and core values.

15) Progressive discipline.

16) Maintaining a safe work environment.

17) Radio usage, terminology and procedures.

18) Security Awareness.

e) In addition to the Initial Training subjects listed in paragraph (d) above, the Contractor shall provide Leadership Training for Lead Taxi Dispatchers, Taxi Dispatch Supervisors, Taxi Dispatch Management Representative and Taxi Dispatch Assistant Management Representative (hereinafter referred to as "supervisory personnel"). A syllabus for the Leadership Training shall be developed by the Contractor and shall be subject to the prior and continuing approval of the Facility Manager, which shall include but not be limited to the following subjects and any other relevant subjects the Facility Manager may deem appropriate:

1) Performance management and quality control.

2) Setting examples of core values for the workplace.

3) Administering progressive discipline.

4) Leading and motivating employees.

5) Inspiring individuals to achieve excellence.

6) Conflict resolution.

7) Setting priorities.

8) Dealing with irate customers.

9) Customer service standards and requirements.

10) Managing a diverse workforce.

k) Training of Assistant Taxi Dispatcher, Taxi Dispatcher, Lead Taxi Dispatcher and Taxi Dispatcher Supervisor with previous experience as Assistant Taxi Dispatcher, Taxi Dispatcher, Lead Taxi Dispatcher or Taxi Dispatcher Supervisor during or prior to the term of this Contract shall be conducted only if required by the Facility Manager.

l) The Port Authority will provide initial orientation training for the Taxi Dispatch Manager or other staff of the Contractor designated by the Port Authority who will be responsible for conducting formal orientation training, Airport Customer Care Training and any subsequent training, refresher or otherwise, for the Contractor's employees as indicated in the Section entitled "Training Provided by the Contractor and Port Authority." No payment shall be made to the Contractor for the hours the Taxi Dispatch Manager or other staff of the Contractor designated to be instructors participate in such training by the Port Authority. The Taxi Dispatch Manager shall at all times be thoroughly familiar with the subject material of all training provided to its employees.

14. Schedule For Dispatchers

a) The Contractor shall furnish Assistant Taxi Dispatchers, Taxi Dispatchers, Lead Taxi Dispatchers and Supervisor Taxi Dispatchers at each Facility hereunder on a seven (7) day/week, 365 day/year (366 days during a leap year) basis as set forth in Exhibits A, B and C, attached hereto and hereby made a part hereof.

b) The Port Authority shall also have the right at any time and from time to time, in its discretion, by notice to the Contractor, to relocate and change the location of any Taxi Dispatcher post on the Airport and/or PABT.

c) All Contractor's personnel assigned to duty at the Facility will report for duty ½ hour prior to each assigned tour for the purpose of tour roll call unless otherwise directed by the Airport Manager. The Taxi Dispatch Management Representative or his/her authorized representative will conduct roll call and dispatch the Contractor's personnel to their assigned posts.

Roll call time prior to the commencement of actual post coverage is not to be considered post coverage hereunder and will not be included in the post hours for which the Port Authority is to be billed. However, such time will be considered hours worked for the purpose of computing the Average Hourly Wage and Supplemental Benefits under the Section 15, herein entitled "Wages, Health and Supplemental Benefits".

Meal and relief periods will not be considered post coverage and will not be included in the post hours for which the Port Authority is to be billed. For the purpose of computing the Average Hourly Wage and Supplemental Benefits under Section 3 of this Contract, meal and relief period hours will not be considered hours worked; however, wages paid by the Contractor, if any, will be considered for such computation.

shall be submitted by the Contractor at least twenty (20) days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Facility Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior written approval of the Facility Manager.

The Contractor shall procure and maintain at its own expense, a computer and software program for use in the scheduling of Work and monthly billing. The software program shall be compatible with the Facility's Window-based software program, and must be email capable.

All invoices and schedules must clearly indicate the appropriate line items on the Contractor's Pricing Sheet(s).

b) The Contractor shall, within twenty-four (24) hours, comply with any oral or written requests given by the Facility Manager to correct or remedy a condition or situation deemed by the Facility Manager to require action.

Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Facility Manager to constitute any emergency. The Contractor shall submit to the Facility Manager on the first day of each calendar month during the term of this Contract a written monthly report setting forth the actions taken by the Contractor with respect to any matters which the Facility Manager may have, during the preceding month, requested the Contractor to correct or remedy. All accomplishments including resolution of emergencies, problems and unusual circumstances must be included in the monthly report.

c) The Contractor hereby further agrees to furnish to the Port Authority from time to time such other written reports requested in connection with its operations hereunder as the Authority may deem necessary or desirable in connection with the Authority's responsibility as the operator of the Facility.

16. Tours of Duty

a) The Port Authority will compensate the Contractor for post hours. Post hours include only that time at which an employee is on his or her post. Post hours do not include roll call, transportation to or from the roll call location, meal breaks, relief time or any other time off post. Post coverage is to be continuous during the hours specified.

b) The Contractor shall, at its expense, transport Assistant Taxi Dispatchers, Taxi Dispatchers, and Lead Taxi Dispatchers from the roll area to their assigned posts at the start of the tour and return them at the end of the tour. Post hours do not include transportation to or from the roll call location or to or from the post.

c) Notwithstanding any other term or provision hereof, the Contractor's personnel

18. Radio and Taxi Dispatch Equipment

a) 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 Contract to require the Contractor, at its sole cost and expense, to purchase and provide 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 Taxi Dispatch Supervisors or others performing services under this Contract. The Port Authority may also require the Contractor to install such equipment in the vehicles used to provide the Taxi Dispatcher Transportation Services as required in the Section of this Contract entitled "Vehicular Transportation Services", as may be specified from time to time by the Facility Managers. The Port Authority may also elect to provide all or part of the radio equipment and install the same itself.

b) The Port Authority shall have the right to request, upon fifteen (15) days notice to the Contractor, that the Contractor submit a proposal to provide a next generation, taxi dispatch system for use in support of the services covered by this Contract. The taxi dispatch system shall utilize wireless communication technology with user friendly handheld units, field printing capabilities and receipt production through hip printers to increase dispatch efficiency. The system software should easily interface with Port Authority and other transportation contractor technology, such as license plate recognition systems, variable message signs, and closed circuit television and provide secure databases with multi-level, real time reports.

The ideal solution shall:

- Increase efficiency by utilizing up-to-date automation and communications technology for the purpose of dispatching taxi cabs;
- Have the ability to order taxicabs from a Central Taxi Hold (CTH) location, or multiple locations;
- Manage and track taxicabs movements at the Facility;
- Automate the short trip validation process at the CTH;
- Track short-haul activity;
- Expedite special order vehicles, i.e., handicapped accessible vans, five seat taxis
- Possess the ability to potentially integrate with a license plate recognition system; variable message sign system and closed circuit television system;
- Possess real-time reporting capabilities and allow for customized searching of any type of taxicab dispatch data required for analysis and reporting purposes;
- Allow for access to all available systems data by Port Authority staff at any time;
- Access flight arrival information via handheld device or monitor;

the manufacturer thereof to perform repairs on its behalf and shall cover all hardware and software. The service contract shall be performed by a local vendor capable of providing support within 24-hours of a service call.

g) All maintenance and repair of the radio and taxi dispatch equipment shall be performed by the Contractor. The Contractor shall give the Facility Manager immediate oral notice of any defect, state of disrepair or damage to the radio equipment or any part thereof. If such repair or maintenance is due to misuse or lack of normal care in handling the radio and taxi dispatch equipment on the part of the Contractor or its employees, in as much as damage and loss to the Authority, including disruption of the operation of service from the lack of a sufficient number of radios and taxi dispatch equipment to satisfactorily provide the Service, liquidated damages may be assessed by the Authority as delineated in Part III, Section 5 entitled "Liquidated Damages".

h) Title to the radio equipment and taxi dispatch equipment shall be and remain in the Port Authority at all times and at the revocation, termination or expiration of this Agreement, the radio and taxi dispatch equipment shall immediately be returned to the Port Authority by the Contractor.

i) The Contractor shall protect and take good care of the radio and taxi dispatch equipment, shall instruct its personnel in the proper operation and care thereof, and shall return the radio and taxi dispatch equipment to the Port Authority when and as may be required by the Facility Manager from time to time in the same condition as delivered to the Contractor excepting only reasonable wear and tear.

j) The cost of repairs, replacements and maintenance of the radio and taxi dispatch equipment occasioned in whole or part by the acts or omissions of the Contractor or its Representatives or employees and not due to ordinary wear and tear will also be the obligation of the Contractor. The Port Authority will require the Contractor to supply weekly status reports as to the condition of all radios and taxi dispatch equipment. Monthly audits will be made by the Port Authority supervisors to ensure that all equipment is being well-maintained and receiving proper care.

k) 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.

l) The Port Authority shall have the right to physically observe the Contractor's use of the radio and taxi dispatch equipment. Upon the expiration or sooner termination of this Agreement, the Port Authority 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

Supervisor uniform issue shall consist of all items as listed in Exhibit E entitled "Uniform Specifications".

g) If the Contractor is unable to provide its employees with uniforms as specified above for a period of up to forty-five (45) days after the commencement of the Contract, the Contractor, shall not be deemed in default hereunder provided, however, that all employees during said period shall be properly and uniformly dressed in a style and color uniform utilized regularly by the Contractor and subject to the prior approval of the Facility Manager. Effective forty-five (45) days after the commencement of the Contract, this paragraph shall be deemed null and void and Paragraphs (a) through (f) above shall be controlling, and all uniform requirements and specifications shall be deemed in full force and effect.

h) Without limiting any other terms or provisions of the Contract, failure of the Contractor to require that each Assistant Taxi Dispatcher, Taxi Dispatcher, Lead Taxi Dispatcher or Taxi Dispatch Supervisor be suitably attired and outfitted will be deemed a breach of the Contractor's obligations hereunder and liquidated damages may be enforced. Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions of this Section.

20. Contractor's Employee Requirements

a) The employees of the Contractor shall wear uniforms as specified herein on which each must display on the garment visible to the public, an identification card, which shall be provided by the Contractor. The said identification card shall only be issued to Contractor personnel who have undergone a background investigation covering at a minimum the past 5 years of employment history and/or verification of what work an employee has done in the last 5 years preceding the date of the investigation. All Contractor personnel who are issued an identification card must wear it at all times while on the Facility. The identification card and other means of identification and uniforms shall be subject to the prior written approval of the General Manager of the Airport.

b) Without limiting the generality of the Contractor's obligations hereunder, the Contractor shall require its employees when they are engaged in the performance of the Service, to sign in on daily time forms or punch in on time clocks at the time of starting work and sign out or punch out when finishing work at such point(s) at the Facility as may be designated from time to time by the Facility Manager. A daily summary of the information from the time forms and time clocks, as well as daily summaries of the actual time each employee spent in the performance of the Service, shall be prepared by the Contractor and a true copy thereof shall be submitted to the Port Authority from time to time as requested by the Facility Manager. The Port Authority shall have the right to have a representative present during the signing in/out and punching in/out as aforesaid and during the preparation of said summaries and forms.

and subject to call at such time or locations as may be designated by the Airport Manager.

e) Except for fueling, maintenance, repair and cleaning, which shall all be accomplished as expeditiously as possible in order to return the Taxi Dispatch Vehicle to duty as quickly as possible, and except as otherwise directed or permitted by the Airport Manager for the performance of the Taxi Dispatch Service hereunder, no Taxi Dispatch Vehicle shall be removed from the Airport and each Taxi Dispatch Vehicle shall be used only and exclusively for providing the Taxi Dispatch Service under this Contract. The Contractor shall register each Taxi Dispatch Vehicle under the laws of the State in which the Airport is located and shall comply with all State and other laws, rules and regulations applicable to the operation thereof.

f) In the event, at any time during the term of this Contract, a Taxi Dispatch Vehicle is lost or destroyed or so damaged or is in need of such repair that it cannot be repaired in a period of fifteen (15) days, said vehicle shall be removed from and no longer be a Taxi Dispatch Vehicle. In the event of such permanent removal of the Taxi Dispatch Vehicle, the Contractor shall, at no cost or expense to the Port Authority, replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein and equipped as required herein.

g) In the event that any Taxi Dispatch Vehicle is damaged or is in need of repair and such can be completed in fifteen (15) days or less, the Contractor shall immediately proceed with such repair and provide in lieu of such Taxi Dispatch Vehicle or for temporary use as a Taxi Dispatch Vehicle hereunder, subject to the prior approval of the Airport Manager, a replacement vehicle of substantially the same carrying capacity, style and type as the one being repaired, which vehicle shall be adequately equipped for such service.

h) Any Taxi Dispatch Vehicle which, in the opinion of the Airport Manager, fails to meet the requirements as herein set forth, shall immediately, upon his/her oral direction, be removed from service and another vehicle shall be immediately substituted for the vehicle removed. The vehicle shall not be returned to service until the condition complained of has been corrected.

i) Without limiting the generality of any of the other terms and provisions of this Contract and the obligations of the Contractor hereunder, the Contractor shall comply with the procedures established from time to time by the Airport Manager with respect to the operation of the Taxi Dispatch Transportation Service. Such procedures shall include, but not be limited to, procedures with respect to the manner and method of dispatching vehicles, monitoring the use of vehicles, the written forms to be used by dispatchers and drivers in recording vehicular operation, usage and maintenance and any and all other procedures and forms which may be necessary or desirable in connection with the operation of the Taxi Dispatch Transportation Service hereunder.

obtain and supply a Taxi Dispatch Transportation Fleet Vehicle for such period as shall be specified in said notice.

n) The terms "Additional Taxi Dispatch Transportation Service Fleet Vehicle" or "Additional Taxi Dispatch Vehicles" as used herein shall mean a motor vehicle or motor vehicles, beyond those required in Section paragraph "b" of this section having a carrying capacity between seven (7) and fifteen (15) passengers, which shall have air-conditioning and heating systems and be in first-class order and appearance, all as shall be approved by and be satisfactory to the Airport Manager.

o) Upon receipt of the aforesaid notice from the Port Authority, the Contractor shall promptly either: (a) advise the Port Authority that the Contractor proposes to and will itself supply an additional Taxi Dispatch Transportation Service Vehicle for use in providing the service and the Contractor's charge to the Port Authority therefor or (b) advise the Port Authority that the Contractor proposes to hire a vehicle from an independent third party contractor and the cost to the Contractor therefor. In the event the Contractor proposes to itself supply an Additional Taxi Dispatch Vehicle as aforesaid, the Facility Manager may accept or reject said proposal by the Contractor. Upon notice to the Contractor of acceptance, the Contractor shall provide the Additional Taxi Dispatch Vehicle as required. Upon notice to the Contractor of acceptance of a hired vehicle from an independent third party, the Contractor shall promptly hire an Additional Taxi Dispatch Vehicle from a third party Contractor for use in the Service for the specified period. The payment by the Contractor to the independent third party who shall have provided an additional vehicle or the charge of the Contractor to the Port Authority for Additional Taxi Dispatch Vehicles is an "Additional Vehicle Cost". The Contractor hereby agrees that it will at all times engage in arms length transactions with third party contractors so as to achieve and secure fair and equitable prices and in no event shall it pay a price above that prevailing at the Airport or the Terminal and further agrees that should the Contractor propose its own vehicle to the Port Authority as an Additional Taxi Dispatch Vehicle, the charge therefor will be fair and reasonable and will not be higher than that prevailing at the Airport or the Terminal. The payment of the "Additional Vehicle Cost" pursuant to this paragraph shall not be made by the Port Authority to the Contractor unless (1) the Contractor's proposal for the use of the Contractor's own additional vehicle and the cost therefor shall have received the prior written consent of the Facility Manager or (2) the permission to engage an additional vehicle from a third party contractor and the cost thereof shall have received the prior written consent of the Facility Manager and the Contractor shall have fully paid the same.

p) Vehicle maintenance reports are to be maintained by the Contractor and will be subject to inspection and review by the Airport Manager.

22. Transitioning Services at Start/Termination of the Contract

The Contractor is required to follow a transition plan which will be provided by the Port Authority, when applicable, to ensure an orderly transition at the commencement and end

d) Upon the expiration or earlier termination or revocation of this Contract, the Contractor shall remove its equipment, materials, supplies, and other personal property from the Space and elsewhere at the Facility. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Contract, the Port Authority may remove such property to a public warehouse for deposit or retain the same in its own possession, and in either case may dispose of the same as waste material or sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by the Contractor with any balance remaining to be paid to 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. Without limiting any other term or provision of this Contract, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, agents, employees and contractors from all claims of third persons arising out of the Port Authority's removal and disposition of property pursuant to this Section, including claims for conversion, claims for loss of or damage to property, claims for injury to persons (including death), and claims for any other damages, consequential or otherwise.

e) In the event the Port Authority does not furnish the Contractor with Space, the Contractor will be required to obtain its own space either on or in close proximity to the Airport, such space to be used solely for its operations hereunder. The space furnished by the Contractor, including its size, location and condition, among other things, shall be subject to the prior and continuing approval of the Airport Manager. The Port Authority shall pay to the Contractor for the monthly cost of such space as set forth in the Contractor's Price Sheet and accepted by the Port Authority.

24. Parking

Parking for vehicles of the Contractor's employees, while actually on duty under the contract, may be made available, subject to availability, at the Airport and PABT at locations as may be designated from time to time by the Airport Manager, including the payment of charges therefor.

25. Contractor Not to Engage in Ground Transportation Service

The Contractor understands, acknowledges and agrees that it is of the utmost importance to the Port Authority and of the essence of the Contractor's obligations hereunder that during the term of this Contract, the Contractor shall not directly or indirectly own or operate or have any interest in, financial or otherwise, any ground transportation business offering service to or from JFK, EWR, LGA and PABT.

26. Facility/Airport Manager's Authority

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Facility/Airport Manager and shall perform the Contract to the satisfaction of the Facility/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 Facility/Airport Manager shall determine the amount, quality, acceptability and fitness of all parts of the Taxi

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

31. Basic Lease

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

b) The Port Authority has agreed by the provision in its agreement of lease with the City of Newark and with the City of New York covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City of Newark and of the City of New York and of its various departments, boards and bureaus in regard the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Contractor shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Contractor shall conform to such enactments, ordinances, resolutions, and regulations insofar as they relate to the operations of the Contractor at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Contractor, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Contractor of a written direction from the Port Authority, such compliance shall not constitute a breach of this Agreement, although the Port Authority thereafter notifies the Contractor to refrain from such compliance. Nothing herein contained shall release or discharge the Contractor from compliance with any other provision hereof respecting governmental requirements.

Exhibits A-J

Exhibit A Taxi Dispatcher Daily Hours – John F. Kennedy International Airport
Exhibit B Taxi Dispatcher Daily Hours – LaGuardia Airport & Port Authority Bus Terminal
Exhibit C Taxi Dispatcher Daily Hours – Newark Liberty International Airport
Exhibit D Taxi Dispatch Evaluation Form
Exhibit E Uniform Specifications
Exhibit F Vehicle(s) Specifications
Exhibit G Airport Performance Management Program
Exhibit H Customer Care Airport Standards Manual
Exhibit I Maps of the Facilities
Exhibit J Sample Certified Statement

EXHIBIT A
John F. Kennedy International Airport
Taxi Dispatcher Daily Hours and Additional Summer Hours

Taxi Dispatcher Regular Daily Hours		
Terminal Post Taxi Dispatchers	**Tour**	**Hours**
1	1000 x 2400	14
1	1300 x 2200	9
2	0600 x 0100	19
3Lower	1300 x 2300	10
3 Upper	0600 x 0100	19
4	0500 x 0500	24
4	1200 x 0100	13
5	0500 x 0100	20
5	0500 x 0200	21
7	0500 x 0200	21
7	1700 x 0100	8
8	0500 x 0100	20
8	0600 x 0100	19
Rover	0500 x 1300	8
Rover	1400 x 0200	12
Central Taxi Hold	0500 x 0200	21

Central Taxi Hold Asst Taxi Terminal Post	**Tour**	**Hours**
Entrance	0500 x 0500	24
Exit 1	0500 x 0500	24
Exit 2	0500 x 0200	21
Exit 3	0500 x 2300	18
	0500 x 1100	8
	1500 x 2300	18

Terminal Post	**Tour**	**Hours**
CTA Supv	0000 x 2400	24
CTH Supv.	0000 x 2400	24

JFK Estimated Total Regular Daily Hours	**419**

EXHIBIT B
LaGuardia Airport and The Port Authority Bus Terminal
Taxi Dispatcher Daily Hours

LaGuardia Airport		
Post	**Tour Of Duty**	**Hours**
Delta Airlines	0730 x 0200	18.5
Delta Hold Lot	0700 x 2300	16
USAir Shuttle	0700 x 2330	16.5
USAir Center	0730 x 2330	16
USAir Main	0700 x 0030	17.5
CTB Point	0800 x 2400	16
Continental	0600 x 0130	19.5
United	0700 x 0200	19
American	0800 x 0130	17.5
MAT Front	0700 x 2300	16
MAT Point	0700 x 2300	16
MAT Lot	0700 x 1800	11
Taxi Supervisor	0515 x 1615	10
Taxi Supervisor	1245 x 2345	10
Taxi Supervisor	1545 x 0245	10
LaGuardia Airport Daily Hours		**229.5**

Port Authority Bus Terminal		
Post	**Tour Of Duty**	**Hours**
Southwest Wing	0630 x 1515	8.75
Southwest Wing	1430 x 2315	8.75
Relief	1045 x 1500	4.75
PA Bus Terminal Daily Hours		**22.25**

EXHIBIT D

TAXI DISPATCHER EVALUATION FORM	YES	NO
Time arrived at taxi booth: ___:___ a.m./p.m.		
Taxi dispatcher smiled and greeted approaching customers with hello/good day Sir/Ma'am, etc.		
Taxi dispatcher removed sunglasses during customer interactions		
Taxi dispatcher smiled and maintained eye contact while conversing with customers		
Taxi dispatcher stands erect without leaning against walls/object		
Taxi dispatcher did not nap or sleep while on duty or in a public area		
Taxi dispatcher spoke English clearly and understandably		
Taxi dispatch did not eat, drink, chew gum, or smoke while on post		
Taxi dispatcher did not use personal radios or tape/disc players while on duty		
Taxi dispatcher is wearing uniform		
Taxi dispatcher appears neat, shirt collar buttoned, shirt tucked, etc.		
Taxi dispatcher's name is visible		
Enter dispatcher's name/#/description:		
Taxi dispatcher issued required ticket to passengers		
Taxi dispatcher smiled, offered a genuine and warm closing (thank you for using airport, have nice day, etc.)		
Rate sign posted at taxi stand (Inside booth not acceptable)		
Taxi booth interiors clean and free of litter/debris and visible clutter		
Taxi booths windows are clean and free of smudges, smears, grime and graffiti		
Explain any lost points below and record any observations-positive or negative		

EXHIBIT E (continues)

4. HATS - MEN AND WOMEN - Winter

Style: Persian type with brim and holes for badge or fur trooper hat (at discretion of Facility Manager)

Quantity: 1

MEN AND WOMEN - Summer

Style: Persian type mesh with brim and holes for badge

Quantity: 1

Winter and summer hats noted above may be substituted with baseball style winter and summer caps at the discretion of the Facility Manager. Baseball caps will include the words "Taxi Dispatch" embroidered on front in gold/yellow lettering.

5. TIES - MEN AND WOMEN Scarves

Style: Men or Women Clip on

Fabric: Dacron/Polyester

Color: Black

Quantity: 2

6. SPECIFICATIONS FOR BELTS

General: The belt is to be made of seven ounce durable top grain cowhide leather with plain finish and half-lined. The buckle is to be gold plated.

Width: 1 3/4"

Style of Buckle: Hook on

Quantity: 1

7. WINTER WEIGHT PARKA

Style: WearGuard Model 1448 or equivalent

Fabric: Wind and water resistant

Color: Black

Features: Removable liner, detachable or roll-up hood, 6" x 12" black patch on back with the words "Taxi Dispatch" embroidered in gold/yellow.

Quantity: 1

8. FOUL WEATHER GEAR: Medium weight rainwear

Fabric: Nylon oxford weave

Color: Black with reflective striping

Style: Snap storm fly front, badge tab, slash pockets, reflective trim (sleeve & pockets) water repellent.

Features: The words "Taxi Dispatch" to be affixed to the rear, gold/yellow letters

Quantity: 1 coat and 1 rain hat

EXHIBIT E (continued)

17. RUBBER BOOTS:
Each employee shall be supplied with one pair (long) black rubber boots.

* Provisions should be made for maternity clothes for the females.
** Supervisors' uniforms shall substitute blazers and vests in place of commando sweaters, windbreakers or bomber jackets as follows:

SUPERVISOR BLAZERS (male):

Style: Two button single breasted blazer
Color: Black
Fabric: 65% Dacron Polyester/35% wool tropical (dry clean),
Design: Fully lined, metal buttons, sleeve buttons, welt chest pocket, lower rounded patch pockets with flap, plain back with center vent, ¼ inch edge and pocket stitching
Quantity: 2

SUPERVISOR BLAZERS (female):

Style: Two button single breasted blazer
Color: Black
Fabric: 65% Dacron Polyester/35% wool tropical (dry clean),
Design: Fully lined, metal buttons, sleeve buttons, welt chest pocket, lower rounded patch pockets with flap, plain back without center vent, ¼ inch edge and pocket stitching, length – 28inches (based on size 8)
Quantity: 2

SUPERVISOR PANTS (Male or Female):

Style: Fabric & Design: Same as No. 2 above but without gold striping.
Color: Gray
Quantity: 4

SUPERVISOR VESTS

Style: Sweater Vest (Winter), black in color to match blazer
Quantity: 2

Winter for wear under blazers in cooler weather

Note: Exterior garments, including parkas, sweaters, shirts, raincoats, windbreakers or bomber jackets (and blazers, vests for Supervisors) shall each have a patch affixed that will have the name of that facility or bus terminal imprinted on it, as approved by the Port Authority. Such patches shall be provided by and affixed to the garments by the Contractor.

EXHIBIT G

FACILITY PERFORMANCE MANAGEMENT PROGRAM

ıe Port Authority has established a policy that proactive, responsive, respectful and helpful customer rvice is of the utmost importance. This policy not only extends to all Port Authority employees and ntractors, but also includes the companies (facility partners) whose staffs have direct customer contact ıile providing services at the facilities. Many of the employees providing the services under this greement are involved directly with the Facility's customers. The demeanor and attitude of the ɔntractor's employees, including supervisory staff, will leave customers with a lasting impression of the ıcilities. The Authority is interested in evaluating bids from contractors willing to rise to the challenge of oviding the services as described herein, in a manner befitting customer centric facilities, as further ıscribed in this bid document and Form of Contract, and to become an important member of the Facility ɔmmunity, dedicated to meeting and exceeding the needs of the Facilities customers.

ıe Port Authority conducts ongoing customer satisfaction surveys that identified Courtesy *, ·ofessionalism of Facility Employees, Signs and Directions, Facility Cleanliness and Condition, Quality ıd Variety of Food, Beverage and Retail Services, Gate Area Experience, Queuing Times and Facility ccess as the current drivers of customer satisfaction, and that improvements in those areas would aximize any efforts in exceeding customers' expectations. At its sole expense, the Port Authority ırrently retains independent third party contractors to conduct a quality assurance program of random ırveys and inspections to measure performance consisting of, but not limited to, the "Monthly Mystery hopper Program", the "Semi-annual Terminal-by-Terminal Inspection Program" and the "Annual erminal-by-Terminal Survey Program", hereinafter referred to as the "Programs". The Programs elicit ıformation on staff courtesy * and helpfulness, cleanliness and condition of the facilities and equipment, aff appearance and such other measures of performance and compliance with standards referenced in the Facility Standards Manual" as exhibited elsewhere in this document. Additionally, the Programs will be ɔnducted by persons trained by the independent contractor who shall base their evaluations on both their ıteractions with and observations of the contractor's staff, operations and facilities.

.t any time, the Authority may direct its' own agents to perform surveys and inspections to measure the erformance of the contractor as related to staff courtesy and helpfulness, cleanliness and condition of the ıcilities and equipment, staff appearance or any other standard as defined in the "Facility Customer ervice Standards".

ı order to ensure that contractors provide excellent performance and superior customer service, the roposer must clearly demonstrate to the satisfaction of the Port Authority, that it will meet and exceed xpectations with respect to performance under this Contract through the understanding and adoption of the ɔllowing:

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

EXHIBIT G

FACILITY PERFORMANCE MANAGEMENT PROGRAM (continued)

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 facility 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 facility 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.

Exhibit H

FACILITY STANDARDS MANUAL

Exhibit I

Maps of the Facilities

Exhibit I
Maps of Facilities

Newark Liberty International Airport

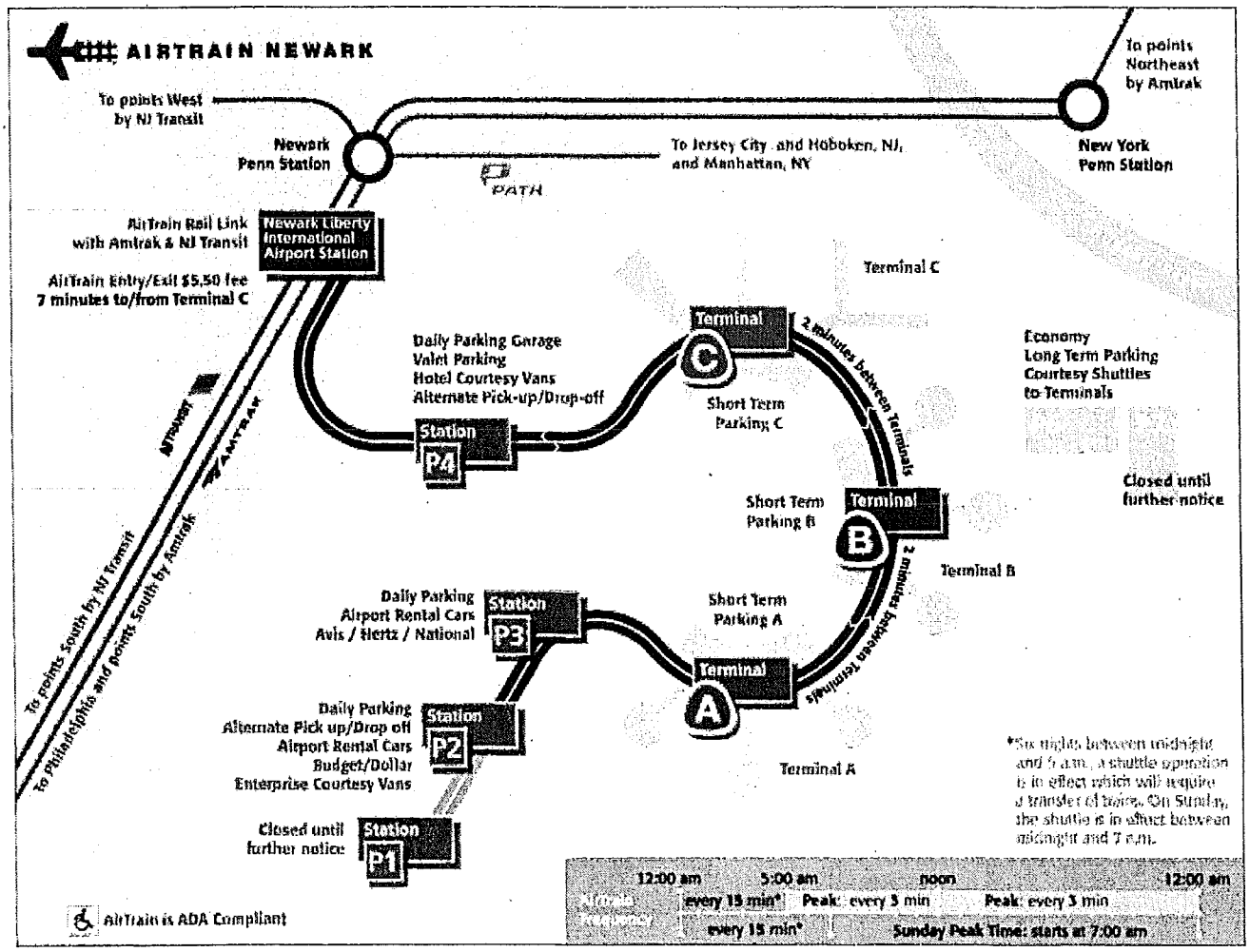
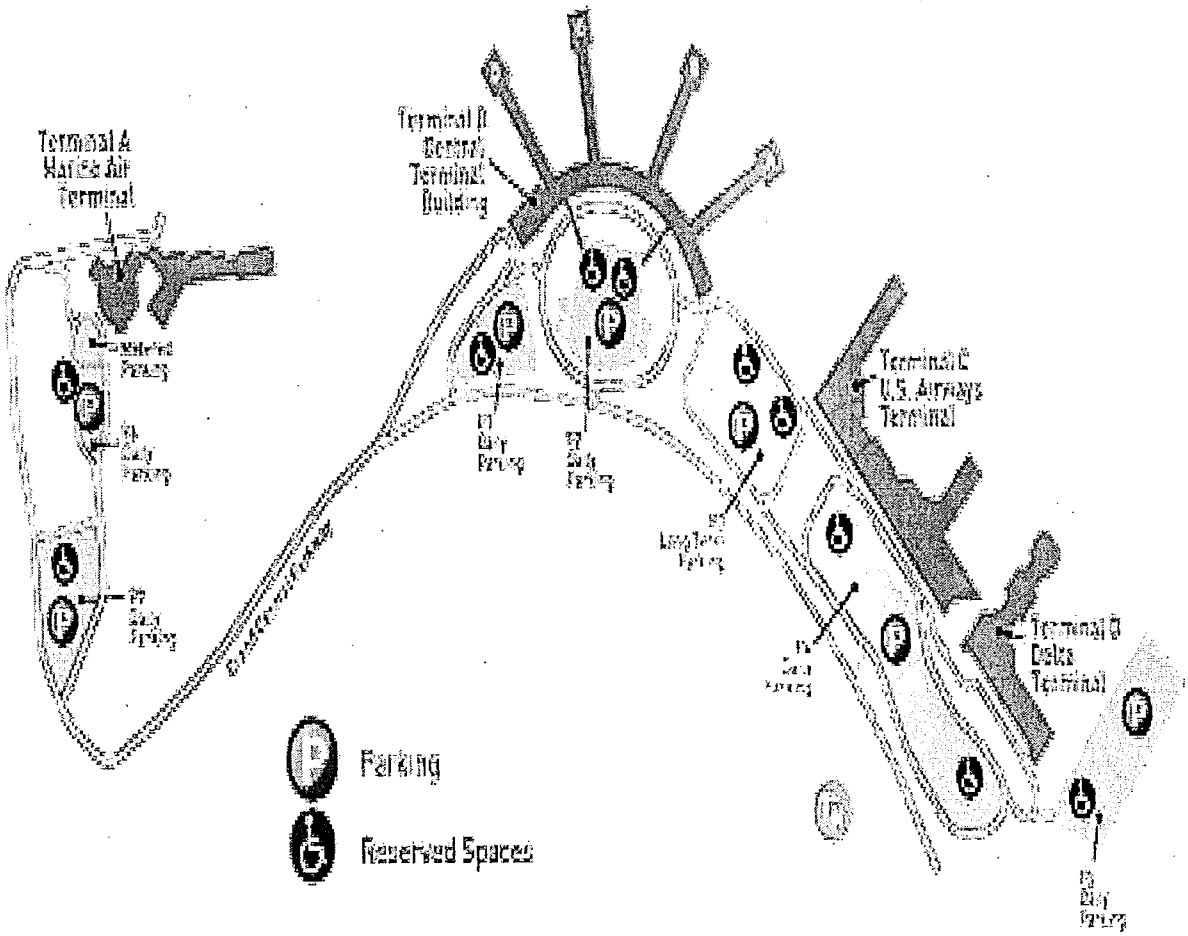
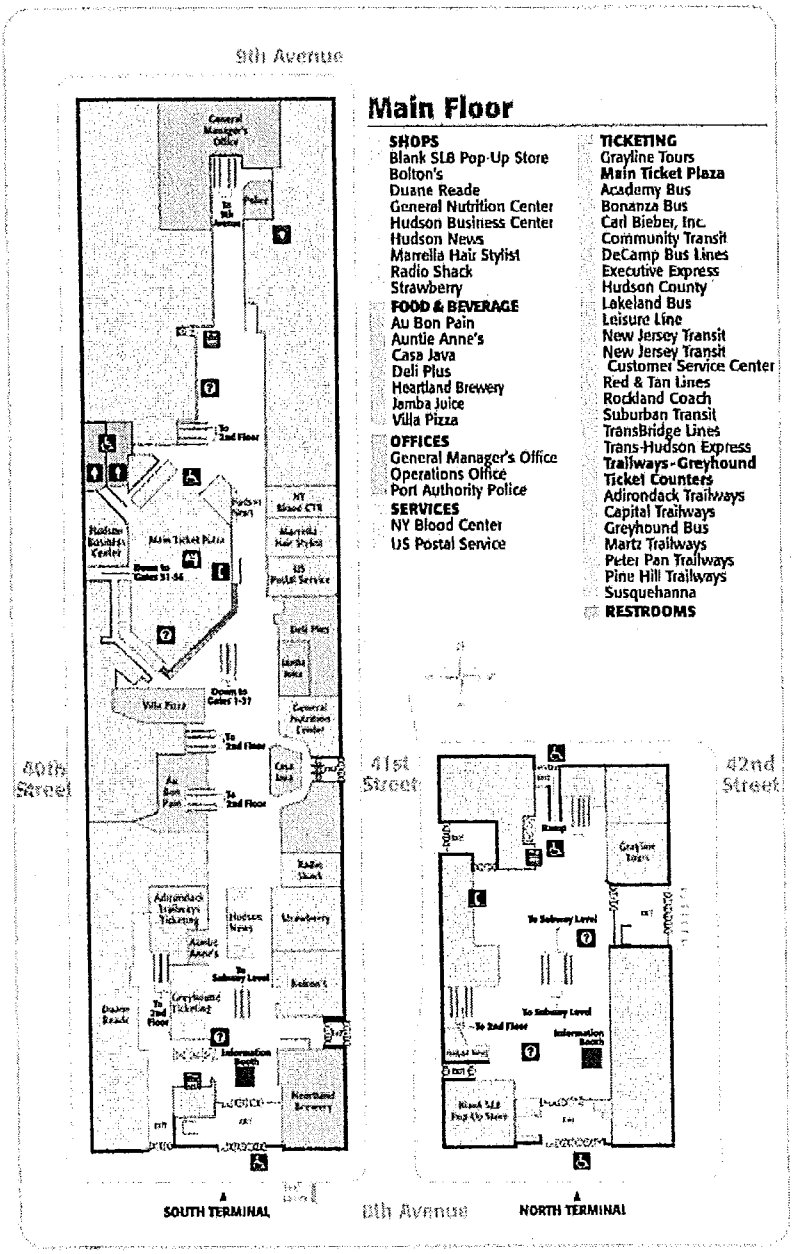


Exhibit I

Maps of the Facilities
LaGuardia Airport





Main Floor

SHOPS
- Blank SLB Pop-Up Store
- Bolton's
- Duane Reade
- General Nutrition Center
- Hudson Business Center
- Hudson News
- Marrella Hair Stylist
- Radio Shack
- Strawberry

FOOD & BEVERAGE
- Au Bon Pain
- Auntie Anne's
- Casa Java
- Deli Plus
- Heartland Brewery
- Jamba Juice
- Villa Pizza

OFFICES
- General Manager's Office
- Operations Office
- Port Authority Police

SERVICES
- NY Blood Center
- US Postal Service

TICKETING
- Grayline Tours
- **Main Ticket Plaza**
- Academy Bus
- Bonanza Bus
- Carl Bieber, Inc.
- Community Transit
- DeCamp Bus Lines
- Executive Express
- Hudson County
- Lakeland Bus
- Leisure Line
- New Jersey Transit
- New Jersey Transit Customer Service Center
- Red & Tan Lines
- Rockland Coach
- Suburban Transit
- TransBridge Lines
- Trans-Hudson Express
- **Trailways-Greyhound Ticket Counters**
- Adirondack Trailways
- Capital Trailways
- Greyhound Bus
- Martz Trailways
- Peter Pan Trailways
- Pine Hill Trailways
- Susquehanna

RESTROOMS

Key Plan

Elevators, Escalators, Location Map, Ticket Booth, Accessibility, Women's Restrooms, Men's Restrooms

Retail, Food & Beverage, Offices, Services, Ticketing, Restrooms, Phones, Port Authority Police

Exhibit J

Sample Certified Statement

Exhibit J

Sample Certified Statement

Wage/Benefit Statement
Contract Year 1 May 1, xxx to April 30, xxx

	Straight Time/Regular Hours By Employee Classification				**Straight Time/ Regular Wages By Employee Classification**			
Wage/Benefit Categories	TD.	Asst. TD	Lead	Supv.	TD.	Asst. TD	Lead	Supv.
Regular Hours/Wages	20,000	2,000	1,500	7,000	$200,000	$25,000	$15,000	$100,000
May								
June								
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
Total Reg Hours/Wages	20,000	2,000	1,500	7,000	$200,000	$25,000	$15,000	$100,000
Holiday/Personal Bonus								
May								
April								
Total								
Sick Time Allowance								
May								
April								
Total								
Vacation								
May								
April								
Total								
Pension								

May

April
Total

Health/Welfare
May

April
Total

Jury/Bereavement
May

April
Total

Total Supplemental Benefits

Total Average Wage/
Supplemental Benefits

Per Contract

Difference

THE PORT AUTHORITY OF NY & NJ

Kennedy · Newark Liberty · LaGuardia · Stewart
Teterboro · Downtown Manhattan Heliport

Customer Care

Airport Standards Manual

Fifth Edition • July 2008

Port Authority Customer Care

THE PORT AUTHORITY OF NY & NJ

William R. DeCota
Director

July 2008

To our Airport Partners:

Almost ten years ago, we set out on a journey to improve customer satisfaction at The Port Authority of New York and New Jersey's airports. The foundation of our program continues to be our Airport Standards and I am pleased to share with you this 5th Edition of the Airport Standards Manual—Customer Care Standards that have been developed in cooperation and assistance from you, our Airport Partners.

The overall objective of our Customer Care Program is to improve the customer experience at the Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partner employees, contributes to the ultimate quality our customers' experience.

This updated edition also includes some basic standards for cargo services as a start to evolving a Cargo Care Program. These standards will form the baseline of our performance measurement program under development for the cargo business at our airports. The cargo standards will evolve with the assistance and partnership of our cargo partners as we move forward to measure and monitor performance in all areas of the airport experience.

As a team and airport community, we have made tremendous progress with our customers over the years, as our customers have recognized improvements year over year and have become more delighted and pleased with the services provided by all of us. But improvement only comes with conscientious effort and determination. Through the Customer Care Program, we have offered customer care training to all airport employees; we utilize a bi-weekly mystery shopping program, a semi-annual facility quality assurance inspection program as well as our annual customer satisfaction survey. As we listen to our customers and partners, we seek to implement best industry practices as we jointly develop the "Airport of the Future" using tested and new technologies and comply with ever changing government regulations. This manual is another tool in this toolkit of performance enhancement strategies and I recommend you employ its contents in your daily operation, and ensure that all your employees and contractors are familiar with its guidelines and requirements.

We at The Port Authority of New York and New Jersey want to thank you and the many people who work together at the airports everyday to provide a positive and affirming experience for our customers. With your continued support and our joint commitment, we believe that Customer Care will continue to thrive at our airports.

Sincerely,

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INTRODUCTION & PERFORMANCE MEASUREMENT PROGRAM

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- All signs shall be in conformance with the **Port Authority Aviation Department Signing and Wayfinding Standards Manual** as well as those areas addressed in this manual.

- All Terminal Planning shall be in conformance with the **Port Authority Aviation Department Terminal Planning and Design Standards,** including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas, Security Checkpoints, Corridors and Walkways, Concessions Locations are subject to ***Tenant Alteration Application (TAA) Procedures and Standards Guide*** reviews and subsequent addenda.

- All Airport Partners must adhere to the **Airport Rules and Regulations**.

The Customer Care Standards implemented at Port Authority airports are measured and reviewed regularly against best industry practices to gauge the need for changes or augmentation. The measurement process includes, but is not limited to customer surveys, mystery shopping, facility quality assurance evaluations, focus groups and other data gathered for the Port Authority.

This edition of the ASM introduces a set of cargo standards and performance measures for specific areas. Focusing on the areas that most impact our cargo customers, these initial standards will continue to evolve through the assistance and cooperation of our air cargo business partners.

Given that the standards evolve over time, the enumeration and numbering of these standards within the ASM may differ from prior ASM editions due to modifications, additions or deletions of standards. A designation at the end of each of the standards, where applicable, indicating whether the standard is a ***high or routine priority. High priority standards*** typically require capital intensive or long-term solutions or are possible life-safety issues. ***Routine priority standards*** are cleanliness, maintenance or conditional issues that may be immediately remedied via currently available staff and equipment without impeding customers or causing life-safety concerns. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered ***high*** in nature.

III. IMMEDIATE ACTION ITEMS

Certain aspects of the Mystery Shopping and Quality Assurance Facility Evaluation process are deemed to be ***"Immediate Action Items,"*** requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Rudeness/indifference to customers**
- **Excessive disrepair**

If Mystery Shoppers/Q.A. Facility Evaluators witness any of these conditions they will immediately notify the proper airport contacts to call:

- EWR: 973-961-6154
- JFK: 718-244-8158
- LGA: 718-533-3700

By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of the commitment necessary for quality airport customer care.

The APMP also outlines how **"Scorecards"** are developed and explains the method used in periodically determining each Partner's performance. The Scorecard is the measure of a Partner's performance in a specific area. The Scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping and quality assurance facility evaluations.

III. METHODOLOGY

This section proposes a general framework for a quantitative strategy to:

(1) Measure Partners' performance.
(2) Provide an objective means for recognizing **"Satisfactory"** performance.
(3) Monitor actions required by Port Authority staff and Partners in areas that **"Needs Improvement"** that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer care and provides a recommended strategy for assessing Partners' performance.

To begin with, **Figure 1** briefly illustrates the various steps of the Customer Care process used to develop the ASM Customer Care Standards and to integrate them with the APMP. There are three major components to the development of the APMP:

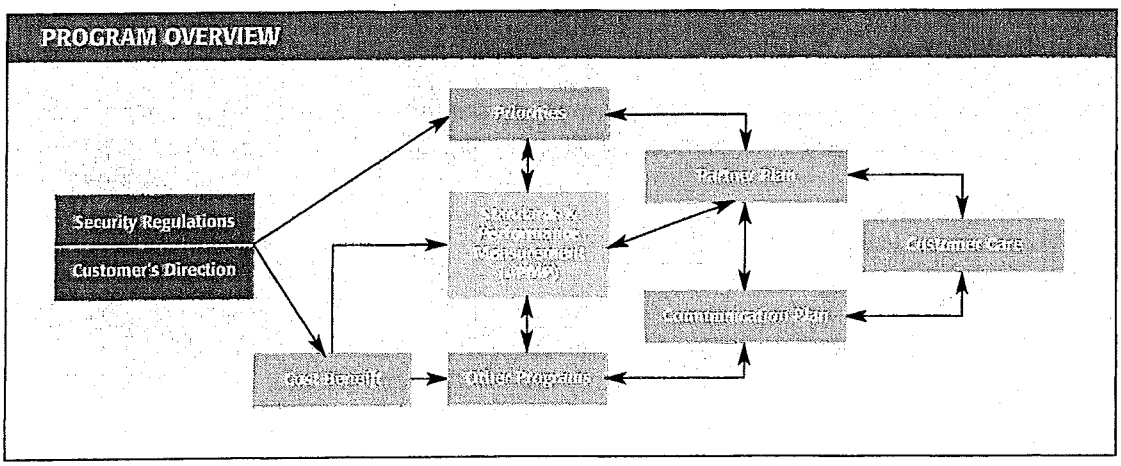

Figure 1

2. **Mystery Shopping**—The mystery shopping is conducted semi-monthly and its report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage "Gap to Acceptability" (defined as the percentage of standards measured that are deemed deficient) is reported for each Partner. This method of data collection provides some measure of Partner performance for all of the service standard categories.

MYSTERY SHOP SUMMARY REPORT

Property Number:	EWR-TO
Property Name:	Newark Terminal Operator – PA
Date of Evaluation:	4/3/2007
Previous Evaluation:	3/7/2007

	Standards Missed	Standards Evaluated	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	56	212	42.33	39	26%
CURBSIDE DEPARTURE	13	44	10.67	8	30%
Overall Cleanliness/ Conditions	7		6.00		
Curbside Departure	13				
Standards of Cleanliness	4				
Standards of Condition	3				
Standards of Functionality	1				
Signs, Directions, and Information	0				
Standards of Employee Attitude, Appearance and Knowledge	5		3.33		

Figure 2

4. **Additional Data Collection and Partners' Information**—This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. Two areas where measurement began in 2008 are as follows:

   - Baggage Claim—two separate 4-hour mystery shops are conducted per month at each domestic terminal baggage claim. The mystery shopper records the time of the first bag and the time of the last bag for approximately 9 to 12 flights, at various carousels. Three measurements for each flight are recorded: 1) time on blocks from the DOT website; 2) time of first bag; and 3) time of last bag. Data is tracked by month and quarter for each airline, terminal and airport.

   - Check-In—two separate 4-hour mystery shops are conducted per month at each terminal check-in area. The mystery shopper spends approximately one hour at one specific check-in area, and during the course of the mystery shop, evaluates wait times approximately 4-5 varied airline check-in lines at one terminal. Data is tracked by month and quarter for each airline, terminal and airport.

   - Taxi Dispatch—mystery shoppers will also develop sampling of wait times at the taxi dispatch stations at arrivals level along the terminal frontages.

   - Parking lot exit—mystery shoppers also record the wait time on line at the cashier booth as they exit the parking facility.

   - Security Checkpoints and US Entry—Wait or process times are monitored using data collected by DHS at all Port Authority airports.

   - Cargo—The first cargo performance measure to be introduced in 2009 will pertain to truck waiting times. Measurements for this program are under development and will rely on partner information.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed semi-monthly and will be supplemented with periodic quality assurance facility evaluations and data collection. These two monitoring sources will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual quality assurance facility reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, quality assurance facility evaluations and/or other data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random quality assurance facility evaluations for cleanliness, condition and functionality based on the ASM—Customer Care Standards. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff quality assurance facility evaluations.

There are two categories of contractors—those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines. In many cases, the Port Authority has the ability to recognize **Satisfactory** performance and also to take appropriate action(s) when performance is rated in **Needs Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of third-party partner's performance.

A. Applicable Airport Elements

The following is a list of existing scorecards measuring courtesy of employees:

- Concessions (retail, food & beverage)
- Security Screening
- Departure Curbside
- Welcome Centers including Customer Care Representatives
- Parking Lot and Garage Services
- Taxi Dispatch
- On Airport Bus

The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:

- Concessions (retail, food & beverage)
- Flight Check-in Areas
- Parking Lots and Garage Services
- Gate Lounges
- Security Screening
- Departure Curbside
- Baggage Claim Area
- Taxi Dispatch Service
- AirTrain Stations/Vehicles
- On-Airport Bus
- Restrooms
- Corridors/Walkways/Elev./Escal.
- Arrival Curbside
- Welcome Centers

The following is a list of wait or process times and what functions they are collected for:

- Bag Claim
- Check-in
- TSA Security Checkpoint
- Taxi Dispatch Service
- Parking Lot Exit
- CBP US Entry

- Baggage Claim: Square footage. *One deficiency for approximately every 4,400 sq.ft. of baggage claim space.*
- Departure Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft. of departure curbside space.*
- Arrival Curbside: Square footage. *One deficiency for approximately every 1,600 sq. ft of arrival curbside space.*
- Corridors/Walkways/Elevators/Escalators: Number of Corr/WW/Elev/Escal. *One deficiency for approximately every 3 Corridor/Walkway/Elevator/Escalator units.*
- Welcome Centers: Number of Welcome Centers. *1.5 deficiencies per Welcome Center.*
- Parking Lot and Garage Services: Number of parking spaces at lots/garages. *One deficiency allowable for approximately every 340 parking spaces.*
- Taxi Dispatch Service: Number of taxi dispatches. *Two deficiencies for each taxi dispatch booth.*
- On-Airport Buses: Number of buses in operation during peak periods. *One deficiency per bus.*
- AirTrain Stations: Square footage. *One deficiency allowable for approximately every 4,600 sq. ft. of station area.*
- AirTrain Vehicles: Number of vehicles in operation during peak periods. *One deficiency for every 12 vehicles.*

For all three monitoring tools (Customer Satisfaction, Mystery Shopping and Quality Assurance Facility Evaluation) the Actual Performance is compared against the Performance Target. If the Actual Performance is THE SAME OR BETTER than the Performance Target, the result is **Satisfactory**. If the Actual Performance is WORSE than the Performance Target, the result is **Needs Improvement**.

• A Sample Satisfactory Scorecard [**Figure 6**]

2007 PERFORMANCE MEASUREMENT SCORECARD—DEPARTURE CURBS							
Terminal ABC							
#Curbside Check-in Locations	Outbound Domestic Passengers 12 Months Ending June 2007		Outbound International Passengers 12 Months Ending June 2007		Curbside		
Counter/Podium Stations	%	Total #	%	Total #	Total Sq. Ft.	Length	Width
4	41%	1,029,798	59%	1,494,324	25,650	855	30
OTHER INFORMATION							
	Customer Satisfaction (% Highly Satisfied)		Mystery Shopping (# of Deficiencies)		Quality Assurance (# of Deficiencies)		
	Condition/Cleanliness		Courtesy	Condition	Standards Missed		
Timeframe	Annual - June 2007		6-Mon. Rolling Average - June 2007		Annual - April 2007		
Actual Score	62		1	2	13		
Performance Target (PT)	60-65		1	3	17		
Specific Results	Satisfactory		Satisfactory	Satisfactory	Satisfactory		
Overall Progress Since 2006	Customer Satisfaction Score increased 5% point, remaining Satisfactory. Mystery Shopping Deficiencies changed for Courtesy and decreased 1 point for Condition, both remaining Satisfactory. Quality Assurance Deficiencies increased 5 points, remaining Satisfactory.						
Notes/Recommendations							
• Passengers tell us that reducing the traffic congestion at the curbside is one way to improve their ratings of the terminal. International and leisure travelers are moe satisfied with their departure curbside experience than others.							
• On most occasions, skycaps are attentive and offered a warm, friendly greeting, but on two occasions they were inattentive and unfriendly.							
• Roadways and walkways stained (also gum on walkways) and cracked in places. Terminal entry doorways had residue at bottom and small glass and frames are chipped/scratched. Windbreaker at doorway #3 needs cleaning; broken glass near doorway #2.							
• Skycap counters have adhesive residue and are scratched.							

Figure 6

1.0 - Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees. ***All standards in this section are high priority.***

Standards of Employee Attitude, Appearance, Awareness and Knowledge

All employees will meet or exceed the following standards:

1.1 Attitude, all employees shall:

1.1.1 Greet all customers in a friendly and professional manner.

1.1.2 Address customers proactively—be friendly and approachable—anticipate customer's needs. Customers and passengers shall not have to initiate contact.

1.1.3 Display a smile and eye contact towards passengers and fellow employees at all times.

1.1.4 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.

1.1.5 Be capable of communicating clearly when in contact with customers.

1.1.6 Refrain from using foul or inappropriate language at any time.

1.1.7 Use a proper and courteous vocabulary and a pleasant tone of voice with customers and fellow employees.

1.1.8 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.

1.1.9 Focus on customers and not gather in a group to chat while on duty.

1.1.10 Not eat, drink, (including alcoholic beverages), chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

1.1.11 Assure that the customers' needs are met by providing or calling for the appropriate services.

1.1.12 Not nap or sleep while on duty or in a public area.

1.1.13 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

1.4 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.

2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}

2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

2.2.10 Snow and ice shall be removed from walkways and roadways. {H}

2.2.11 Roadways shall be well maintained and free of potholes. {R}

2.3 Standards of Functionality

2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}

2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}

2.3.3 Public address systems shall be clear and audible. {R}

2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}

2.3.5 All doors shall operate properly. {R}

2.3.6 All curbside computer equipment shall be in good working order. {R}

2.3.7 All baggage conveyor belts and curtains shall be in good working order with no visible broken parts. {R}

2.4 Signs, Directions, and Information

2.4.1 Directional signs shall be visible, legible and accurate. {R}

2.4.2 Signs shall clearly indicate the location of services. {R}

2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}

2.4.5 Appropriate directional signs shall be visible at every decision point and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.2 Standards of Condition

3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}

3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}

3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}

3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}

3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}

3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}

3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}

3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

3.2.9 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

3.2.10 All light fixtures shall be in working order with no visible broken parts. {R}

3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}

3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}

3.2.13 Heating and air conditioning units shall be in good working condition. {R}

3.2.14 Stanchions, ropes and, "tensa barriers" shall be well maintained and in good repair. {R}

3.2.15 Employees' personal belongings shall not be visible to customers. {R}

3.3 Standards of Functionality

3.3.1 Flight Information Display System (FIDS) monitors shall be in working order. {R}

3.3.2 Telephones shall be in working order. {R}

3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Terminal Ticket Counter—45-foot candles.** {R}

4.0 - Walkways/Corridors/Elevators/Escalators

4.1 Standards of Cleanliness

4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}

4.1.2 Floors shall be dry, free of spills or water. {H}

4.1.3 Ceilings shall be clean and free of dust. {R}

4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}

4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}

4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}

4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

4.1.8 Heating and air conditioning units shall be clean and dust free. {R}

4.1.9 Water fountains shall be clean and free from debris and stains. {R}

4.2 Standards of Condition

4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

4.2.2 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

4.2.3 All light fixtures shall be in working order with no visible broken parts. {R}

4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}

4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}

4.2.6 Elevator button lights and switches shall be in good condition. {R}

5.0 - Passenger and Baggage Screening Areas

This standard will apply to both arriving and departing passenger and baggage screening areas, which are under the jurisdiction of the Transportation Security Administration (TSA) and Customs and Border Protection (CBP).

5.1 Standards of Cleanliness

5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}

5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}

5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}

5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}

5.1.5 Ceilings shall be clean and free of dust. {R}

5.2 Standards of Condition

5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}

5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}

5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}

5.2.6 Ceilings shall be free from stains and broken tiles. {R}

5.2.7 Sign frames, holders and stands shall be in good condition. {R}

5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}

5.2.9 Employee's personal belongings shall not be visible to customers. {R}

6.0 - Restrooms

Restrooms General Requirements

a) Restrooms shall have sinks with soap dispensers. {R}

b) All restrooms shall have sanitary seat covers available. {R}

c) All stall doors must have door locks or latches. {H}

d) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}

e) All restrooms shall be equipped with an adequate number of trash receptacles to meet peak traffic flow {R}

f) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

6.1 Standards of Cleanliness

6.1.1 Floors shall be free of debris and stains and appear clean. {R}

6.1.2 Floors shall be dry, free of spills or water. {H}

6.1.3 Unpleasant odors shall not be detected. {R}

6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}

6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}

6.1.6 Entranceways and doors shall be clean and free of debris. {R}

6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}

6.1.8 Urinals shall be clean and free of debris. {R}

6.1.9 Tiles and walls shall be clean. {R}

6.1.10 Soap dispensers shall be clean and free of soap scum. {R}

6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}

6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

6.1.13 Sanitary dispensers shall be clean. {R}

6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}

6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

6.3 Standards of Functionality

6.3.1 Public address system shall be clear and audible in the restroom areas. {H}

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}

6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Restrooms – 23 foot-candles**. {H}

6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}

6.3.5 Toilets and urinals shall be in working order. {H}

6.3.6 Door locks and latches shall be in working order. {H}

6.3.7 Sink drains and faucets shall be in working order. {R}

6.3.8 Baby changing stations shall be in working order. {H}

6.3.9 Sanitary dispensers shall be filled and in working order. {R}

6.3.10 Soap dispensers shall be in working order and have soap available. {R}

6.3.11 Unpleasant odors shall not be detected. {R}

6.4 Signs, Directions, and Information

6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}

6.4.4 If sanitary dispensers are not available in the restrooms, an appropriate sign in the restroom shall reflect the nearest place to purchase these items. {R}

7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}

7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}

7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

7.2.7 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

7.2.8 All light fixtures shall be in working order with no visible broken parts. {R}

7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}

7.2.10 Heating and air conditioning units shall be in good working condition. {R}

7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good working condition, with no visible damage or broken parts. {R}

7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

7.3 Standards of Functionality

7.3.1 The Public Address System shall be clear and audible at all times. {H}

7.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Gate Areas—38 foot-candles**. {H}

7.3.3 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}

7.3.4 Telephones shall be in working order. {R}

7.3.5 Television monitors shall be clear, visible and in good working condition. {R}

7.3.6 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

8.0 - Retail Services

8.1 Standards of Cleanliness

8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}

8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

8.1.3 Glass windows and display cases shall be clean. {R}

8.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}

8.1.5 All walls and columns shall be clean. {R}

8.1.6 Ceilings shall be clean and free of dust. {R}

8.1.7 Sales and cashier areas shall appear neat, organized and clean. {R}

8.1.8 Heating and air conditioning units and vents shall be clean and free of dust. {R}

8.1.9 Television monitors shall be clean and free of dust. {R}

8.2 Standards of Condition

8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}

8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

8.2.3 Entranceways shall be in good condition, free of marks, scratches or any visible damage. {R}

8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}

8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

8.2.6 All light fixtures shall be in working order with no visible broken parts. {R}

8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}

8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}

8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}

8.2.10 Stock shall be stored out of view of customers and stored within one (1) hour of delivery. {R}

8.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}

8.4.9 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

8.4.10 When a retail outlet is closed for unscheduled reasons, appropriate signs shall be posted advising customers of the nearest, similar operating retail outlet. {R}

8.4.11 There shall be no unauthorized postings. {R}

8.4.12 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

8.5 Standards of Retail Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}

8.5.2 Employees shall always offer customers a receipt and say "thank you" or an appropriate pleasant closing. {R}

8.5.3 Employees shall always give correct change. {R}

8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}

8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

8.5.6 Any complaints shall be dealt with promptly. {R}

8.5.7 Employees shall have appropriate knowledge of items being sold. {R}

8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

9.0 - Food & Beverage Services

9.1 Standards of Cleanliness

9.1.1 All areas in the establishment shall be clean and well maintained. {R}

9.1.2 Debris shall be removed from tables and counters within two minutes. {R}

9.1.3 Area shall be free of unpleasant odors. {R}

9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

9.1.5 Entranceways and frames shall be free of smudges, dirt and grime. {R}

9.1.6 Ceilings shall be clean and free of dust. {R}

9.1.7 Glass windows and display cases shall be clean. {R}

9.1.8 All food used for display purposes shall be changed regularly. {R}

9.1.9 Sales and cashier areas shall appear organized and clean. {R}

9.1.10 Tray slides shall be clean. {R}

9.1.11 Trays shall be sanitized after every use. {H}

9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}

9.1.14 All visible cooking equipment shall be clean. {R}

9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

9.1.16 Heating and air conditioning units and vents shall be clean and free of dust. {H}

9.1.17 Television monitors shall be clean and free of dust. {R}

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

9.4 Signs, Directions, and Information

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators shall prominently display "Street Pricing" signing. {R}

9.4.3 Tip receptacles are not permitted. {R}

9.4.4 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.5 Hours of operations shall be prominently displayed and fully observed. {R}

9.4.6 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.7 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.8 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.9 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.10 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.11 There shall be no unauthorized postings. {R}

9.5 Standards of Food and Beverage Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and "thank you" or an appropriate pleasant closing. {R}

10.0 - Baggage Claim

Baggage Claim General Requirements

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Public Address System (PAS) shall be available. {H}

c) Information display on baggage belt shall be available. {R}

10. 1 Standards of Cleanliness

10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}

10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}

10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}

10.1.5 Ceilings shall be clean and free of dust. {R}

10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}

10.1.7 Seating shall be clean and free of stains. {R}

10.1.8 Windowsills shall be free of dust and debris. {R}

10.1.9 Windows shall be clean and free of streaks and smudges. {R}

10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}

10.1.11 Conveyor curtains shall be clean and free of dirt and debris. {R}

10.2 Standards of Condition

10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

10.2.4 Heating and air conditioning units shall be in good working condition. {R}

10.2.5 Ceilings shall be in good condition, evenly aligned and free of visible damage. {R}

10.3.8 Accuracy of baggage delivery shall not exceed monthly average of mishandled baggage as published by the US DOT Air Travel Consumer Report. {H}

10.4 Signs, Directions, and Information

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

Bus Shelters

11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}

11.1.16 All bus shelter interiors shall be clean and free of debris. {R}

11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}

11.1.19 Seating shall be clean and free of graffiti. {R}

11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}

11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

11.2 Standards of Condition

Welcome Centers

11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}

11.2.2 Computers and monitors shall be in good working condition. {R}

11.2.3 All telephones, including self-service phones shall be in good condition. {R}

11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}

11.2.5 Employee's personal belongings shall not be visible to customers. {R}

Airport Bus and 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}

On-Airport Bus Services

11.3.6 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.7 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.8 Doors shall operate properly and easily. {H}

11.3.9 Waiting time during peak periods shall not exceed fifteen (15) minutes. {R}

11.3.10 Public Address systems and announcements shall be clear audible, and up to date. {R}

11.3.11 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

Permittee Services

11.3.12 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.13 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.14 Only authorized permittees shall make pick-ups at designated areas. {R}

11.4 Signs, Directions and Information

Welcome Centers

11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.2 Welcome Center waiting area shall be clearly identified. {R}

11.4.3 All transportation information shall be accurate and up to date. {H}

11.4.4. All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

12.0 - Taxi Dispatch Service

12.1 Standards of Cleanliness

12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}

12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}

12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

12.2 Standards of Condition

12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}

12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}

12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}

12.2.4 Queue line railing, where installed, shall be free of defects. {R}

12.3 Functionality

12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}

12.3.2 Queues for taxi service shall not exceed twenty (20) customers on line or customers shall not wait more than ten (10) minutes. {H}

12.4 Signs, Directions, and Information

12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}

12.4.3 Taxi rate information must be posted or be provided to the passengers. {R}

12.5 Standards of Taxi Dispatch Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge standards as outlined in Standard 1.0.

12.5.1 Taxi dispatch employees must be knowledgeable regarding taxi fares, tolls and distances to locations. {H}

12.5.2 Taxi dispatch employees shall not solicit or accept any tips. {H}

13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}

13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}

13.2.11 Striping shall be visible. {R}

13.2.12 Unattended baggage carts and wheelchairs shall be returned to dispenser racks or appropriate location promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

13.2.13 All fences and barriers shall be well maintained, rust free and properly secured. {R}

13.3 Standards of Functionality

13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations within twenty (20) minutes of the customer's request. {H}

13.3.3 All equipment shall be functioning and in good working order. {R}

13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}

13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}

13.3.6 Escalators and elevators shall be in working order. {R}

13.3.7 Elevator button lights and switches shall be operational. {R}

13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}

13.3.9 A "red light" shall be displayed indicating a closed lane. {R}

13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

14.1 Standards of Cleanliness

14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}

14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

14.2 Standards of Condition

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}

14.2.5 Floors shall be dry and free of spills or water. {R}

14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}

14.2.7 All light fixtures shall be in working order with no visible broken parts. {R}

14.2.8 No unpleasant odors shall be emitted from the construction site. {R}

14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}

14.2.10 Construction workers shall obtain and prominently display official identification. {H}

15.0 - Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and exclude scheduled carriers. All standards in this section are rated as high priority.

15.1 Standards for Representation

15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.

15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is airborne. The representative shall sign-in and sign-out with the Terminal Operator.

15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)

15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:

a. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;

b. Name(s) of all authorized representative(s) on duty;

c. 24-hour telephone contact;

d. 24-hour fax number;

e. E-mail address;

f. Mailing address;

g. The name of ground handling company;

h. Name and contact of handling company's authorized representative;

i. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

j. Provide website address for posting of information.

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}

16.5 Standards of Equipment Functionality

16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}

16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}

16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}

16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}

16.5.5 Ramp equipment and cargo including containers shall be staged in an orderly fashion. {R}

16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}

16.5.7 Aircraft loading bridges shall be in good working order. {R}

16.5.8 Interline baggage transfer equipment shall be in good working order. {R}

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

16.6 Signs, Directions, and Information

16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

17.2 Assistance to passengers stranded inside the terminal

17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}

17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}

17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}

17.2.4 Airlines are encouraged to provide passengers with any additional services as required by federal regulation{R}

17.3 Passengers with Reduced Mobility

17.3.1 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly, disabled, passengers with medical conditions, unaccompanied minors, passengers with young children and passengers speaking foreign languages. {H}

17.4 Arriving flight information provided to the general public

17.4.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

Stations: Exterior

18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}

18.1.19 Windows shall be free of streaks and smudges. {R}

18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

18.1.21 Awnings, where present, shall be clean at all times. {R}

18.1.22 Walls shall be clean and free of graffiti. {R}

18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}

18.1.24 Seating shall be clean and free of stains. {R}

Trains:

18.1.25 Exteriors shall be clean and have a freshly washed appearance. {R}

18.1.26 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}

18.1.27 Seating shall be clean and free of stains. {R}

18.1.28 Walls shall be clean and free of graffiti and scratches. {R}

18.1.29 Ceilings shall be dust free and unsoiled. {R}

18.1.30 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}

18.1.31 Floors shall be dry, free of spills and water. {H}

18.1.32 Windows shall be free of streaks and smudges. {R}

18.1.33 Doors shall be clean. {R}

18.1.34 Light fixtures and assemblies shall be clean and free of dust. {R}

18.1.35 Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

Stations: Exterior

18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}

18.2.20 Entrance and exit doors shall be in good working order. {R}

18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}

18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}

18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}

18.2.27 Snow and ice shall be removed from walkways, roadways and guide ways to prevent any safety hazard. {H}

18.2.28 Roadways shall be well maintained and free of potholes. {R}

18.2.29 Baggage carts shall be readily available. {R}

Trains

18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}

18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}

18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}

18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}

18.2.34 Seating shall be free of tears, rips or graffiti. {R}

18.2.35 Doors shall be in good working order. {H}

18.2.36 Passenger Information Display System (PIDS) shall be in good condition with no visible damage. {R}

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

18.4 Signs, Directions, and Information

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Clear, visible and accurate signing shall be placed at key decision points and be consistent with Port Authority Aviation Signing and Wayfinding Standards.{R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System (FIDS), Passenger Information Display System (PIDS) and Train Information Display System (TIDS) monitors shall be clear, visible and accurate. {R}

18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

18.4.7 Telephones and/or call boxes shall be easily identified. {R}

18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

c. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

d. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Passengers with Reduced Mobility shall not be left unattended at any AirTrain platform or station. {H}

19.2.3 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.4 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.5 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.6 Unaccompanied minors shall not be left unattended. {H}

19.2.7 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.8 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.9 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

19.3 On-Airport Assistance to Passengers with Reduced Mobility

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

19.4.4 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}

20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}

20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}

20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}

20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}

20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}

20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}

20.1.9 Objects shall not interfere with the public's visual field so as to affect public orientation and understanding of designated flow paths. {R}

20.2 Standards for Managing Passenger Queuing Areas

20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}

20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}

20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}

20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}

20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}

20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

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.

21.3.4 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.

21.6.5 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.

22.5. *Export Warehouse Operations*

22.5.1 All cargo must be checked-in and verified by supervisory staff.

22.5.2 All cargo must be staged or stored n areas designated for export cargo

22.5.3 Plastic sheets shall be used for export cargo loaded on non-structured ULD's to ensure protection from weather related elements.

22.6 *Dangerous Goods Handling*

22.6.1 Warehouse dangerous goods areas shall be separated from other cargo handling areas.

22.6.2 Warehouse dangerous goods areas shall be clearly marked.

22.6.3 The handling of dangerous goods cargo shall be in accordance with IATA and ICAO current dangerous goods regulations.

22.6.4 Designated dangerous goods areas should have sub-areas segregated by class of dangerous goods.

22.6.5 Qualified personnel shall perform the acceptance of dangerous goods.

22.7 *Valuable Cargo Handling*

22.7.1 Locked vaults and similar type facilities shall be designated for high value goods.

22.7.2 Valuable cargo shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.

22.7.3 Surveillance cameras or security staff shall monitor valuable cargo areas at all times.

22.7.4 Valuable cargo shall be handled in accordance with industry standards and best practices.

22.8 *Vulnerable Cargo Handling*

22.8.1 Locked cages and similar type facilities shall be designated for vulnerable cargo.

22.8.2 Vulnerable goods shall require a minimum of one (1) supervisory warehouse staff and one (1) security staff when handled for delivery, acceptance or handling.

22.8.3 Surveillance cameras or security staff shall monitor vulnerable goods area at all times.

22.14 Signs, Directions and Information

22.14.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards.

22.14.2 Illuminated signs shall be in proper working order.

22.14.3 There shall be no unauthorized postings.

22.14.4 Airline and general tenant names shall be clearly posted and be consistent with the Port Authority Aviation Signing and Wayfinding Standards.

22.15 Signs shall clearly identify location of services provided.

22.16 All signs shall be clearly visible to customers.

22.17 Landside Parking

22.17.1 An adequate number of customers parking shall be provided based on facility specifications.

22.17.2 All designated customer parking shall be well marked.

22.17.3 Customer parking areas shall be in good condition, free of potholes and debris.

22.17.4 All designated truck parking shall be well marked.

22.17.5 Truck parking areas shall be in good condition, free of potholes and debris.

22.17.6 Truck parking shall be free of object that may impede the flow of goods into the warehouse.

22.17.7 All striping demarcations shall be visible.

22.18 Landside Truck Docks

22.18.1 All truck dock doors shall be well list with all light fixtures in good working order with no visible broken parts.

22.18.2 All truck dock doors shall be clearly marked.

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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;

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.

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

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.

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

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

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

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

as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

(1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

(2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

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

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:

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

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.

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.