

**New York State Thruway Authority  
RFP #18C15**

Design, Construction, Financing, Operation and  
Maintenance of 27 Service Areas on the New York State Thruway

April 3, 2019

**ADDENDUM NO. 9**

Notice is hereby given that the following Addendum No. 9 shall be made part of RFP #18C15 issued by the Authority on October 15, 2018 as amended by Addendum No. 1 dated November 8, 2018, Addendum No. 2 dated December 21, 2018, Addendum No. 3 dated December 27, 2018, Addendum No. 4 dated January 25, 2019, Addendum No. 5 dated January 29, 2019, Addendum No. 6 dated February 25, 2019, Addendum No. 7 dated February 27, 2019 and Addendum No. 8 dated March 28, 2019 (the "RFP").

Each Proposer shall acknowledge receipt of this Addendum No.9 in the cover letter submitted as part of their Proposal.

Addendum No. 9 consists of the following changes to the RFP:

**NOTE: Material to be deleted is in [{}], material to be added is in bold and underlined.**

**Change No. 1** - Appendix I, "Performance Standards," which sets forth the Performance Standards referenced in RFP Appendix B, Section 7, "Performance Standards and Non-Compliance," is hereby added to the RFP and made a part thereof.

**Change No. 2** - The RFP Table of Contents is hereby changed to read:

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- Supplement 1 New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations
- Supplement 2 Certificate of Compliance with the Authority/Corporation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
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## **APPENDIX I**

### **1. Performance Standards**

#### **1.1 Purpose**

This Appendix I establishes certain standards of performance (the “Performance Standards”) for the Operator’s operations and maintenance obligations under the Lease Agreement (the “O&M Services”). The O&M Services are a component of the Contract Services, and the Operator’s obligation to perform and provide the O&M Services includes the obligation to comply with all Performance Standards. Capitalized terms that are used but not defined in this Appendix I have the meanings set forth in the RFP, including in Appendix B.

The Quality Management Plan required by RFP, Appendix B, Section 1, must describe the means by which the Operator intends to achieve compliance with the Performance Standards throughout the Term.

The Authority shall have the discretionary right to waive deduction of points and the imposition of liquidated damages pursuant to this Appendix I for failures of compliance with the Performance Standards. The Operator should note that, without limiting the discretionary nature of such right, the Authority is only likely to exercise such discretion where the Operator has diligently acted in good faith to remedy any non-compliance with the Performance Standards.

#### **Interpretation of Requirements**

The Performance Standards include the obligation of the Operator to perform the O&M Services in accordance with the requirements of Applicable Law, Good Industry Practice (defined below), applicable industry codes and standards, the Operator’s plans and schedules for the O&M Services that are required by the terms of the Lease Agreement and have been approved by the Authority, applicable manufacturer’s recommendations and requirements, and all terms and conditions set forth in this Appendix I.

“Good Industry Practice” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good practice in the delivery of maintenance and operational services for projects similar to and of equal or better quality than the Service Areas.

Wherever a Performance Standard requires the Operator to cure a non-compliance item or perform an activity promptly, the word “promptly” is to be construed as meaning as soon as reasonably practicable in light of then-prevailing circumstances, avoiding any delay.

Where more than one element of the Performance Standards applies in any particular circumstance, the standard that is the most stringent or establishes the higher quality, manner or method of performing the O&M Services (in each case, as determined by the Authority in its discretion) shall govern. If any element of the Performance Standards is unclear or in conflict with another element of the Performance Standards,

the Operator shall seek clarification from the Authority and carry out the O&M Services on the basis determined by the Authority.

The Authority's approval of any plan or document referenced in this Appendix I will be for the Authority's sole benefit and will not transfer any liability to the Authority or relieve the Operator of responsibility for compliance with the Performance Standards.

## **1.2 Inspections and Remedies**

**1.2.1** Compliance with the Performance Standards will be evaluated by the Authority Office of Travelers' Services based on site inspections by an Authority Service Area Representative ("SAR") or other Authority representative using a Service Area inspection report in the form set forth in Attachment 1 to this Appendix I (an "Inspection Report"). Without limiting any element of the Performance Standards identified in Section 1.1 of this Appendix I, a general description of the applicable Performance Standard for each of the compliance items that will be addressed in the Inspection Reports, along with the total number of possible points associated with each such compliance item, is set forth in Section 2 of this Appendix I. The basis of the inspection is to assess the Operator's performance against the Performance Standards, starting with a perfect score of 143 points (i.e., the total number of points that may be awarded for all compliance items included in the Inspection Report). In connection with each inspection of a Service Area, points will be deducted for non-compliant items identified in the Inspection Report to establish the Operator's score for the applicable Service Area (the "Score"). The SAR or other Authority representative, whichever is applicable, will not deduct points that he or she reasonably determines are inapplicable for a particular inspection, in order to enable the highest possible score of 143 to be used as a consistent baseline for all Service Areas. Items that may be inapplicable include items that are seasonal or that do not apply to the level of service furnished at a given Service Area, such as a Level 1 Service Area. For example, points will not be deducted from the snow and ice removal category (Section 2.3 of this Appendix I) when the weather is warm and there is no snow.

Each Score will be coded to a "Performance Rating" based upon the following:

<u>Score</u>	<u>Performance Rating</u>
134-143	Excellent
115-133	Very Good
96-114	Satisfactory
95 and below	Unsatisfactory

**1.2.2** The Authority will perform as many inspections as it deems necessary per month. If non-compliant items are detected during an inspection, the applicable Inspection Report will include a detailed list of such non-compliant items for corrective action by the Operator.

- a) Points may be deducted when, upon visual inspection, it appears that the required level of maintenance has not been completed in accordance with the Performance Standards.

- b) Inspection Reports shall be reviewed with and signed by the Operator's designated on-site manager for the applicable Service Area when feasible. The Authority shall provide electronic copies of the Inspection Reports to the Operator as soon as possible following the inspection to such email addresses as are designated by the Operator in accordance with the Lease Agreement. The Authority shall electronically provide the Operator with a report at the end of each quarter that summarizes the Scores and non-compliance items for each Service Area.
- c) A mandatory on-site meeting will be held between an Authority Representative and the Operations Manager following any second consecutive Score of 95 or below at any particular Service Area. At such meeting, the Operator must propose a corrective action plan for approval by the Authority to promptly remedy all non-compliance issues and improve performance. The Operator shall implement any corrective action plan required by this Section in accordance with its terms, as approved by the Authority.

**1.2.3** Service Area maintenance and code compliance issues shall be reviewed with the designated on-site manager, as determined appropriate by the Authority. If non-compliant maintenance and code compliance items are not remedied within the time frames specified below, the Authority may impose liquidated damages in the ranges set forth below based on the seriousness of the non-compliant item. Liquidated damages may be imposed on non-compliant maintenance and code compliance items that have gone uncorrected for the periods specified in the table below even if a Service Area receives an overall Score of "Satisfactory" or better on any inspection during the period.

Liquidated Damages for Maintenance and Code Compliance Issues:

	Range	
	LOW	HIGH
30 Days of no corrective action	<u>\$250.00</u>	<u>\$500.00</u>
60 Days of no corrective action	<u>\$500.00</u>	<u>\$1,000.00</u>
90 Days of no corrective action	<u>\$750.00</u>	<u>\$1,500.00</u>
120 Days of no corrective action	<u>\$1,000.00</u>	<u>\$2,000.00</u>

Damage amounts will be per non-compliant item and determined by the Authority within the applicable range based on the impact (potential and/or actual) on patrons, the seriousness of the violation based on health, safety and operational concerns, the level of involvement of Authority staff and the impact on the Authority's reputation. The liquidated damage amounts will be subject to inflation adjustment every five years following the Group I Commencement Date based on the change in the CPI-Northeast All Urban Consumers (Series ID CUUR0100SA0).

**1.2.4** Without limiting the Authority's rights under Appendix B, Section 14, in respect of any immediate and imminent danger to public health or safety, the Authority shall have the right, but not the obligation, to cure any non-compliant maintenance or code compliance item at any time following 30 days of no corrective action by the Operator, using either Authority forces or a third-party contractor. The Operator will be responsible for the reasonable cost and expense incurred by the Authority in connection with any such corrective action

in addition to the liquidated damages that accrued from the date of notice through the date of the Authority's corrective action.

- 1.2.5** The condition of the Service Area exterior areas, interior common areas and restrooms are of particular concern to the Authority and its patrons. Should the line item, "Restrooms (cleanliness and stocking)" (Section 2.13(c) of this Appendix I), receive a score of 2 or less on ten percent (10%) or more of all Service Area inspection Reports during any 90-day period, the Authority may impose liquidated damages in an amount equal to one tenth of one percent (0.1%) of the total Gross Sales for all Service Areas in the month preceding the month in which such performance metric occurs. Further, should a combined average score of 3 or less be given for the combined total of the line items under the category, "Interior Cleanliness and Maintenance" (Section 2.12 of this Appendix I) and the subcategories for both cleanliness and maintenance under the two headings for, "Interior Tables, Benches, Seats and Decorative Elements" (Section 2.10(c) and (d) of this Appendix I), or the combined total of the line items under the category, "Exterior Cleanliness and Maintenance" (Section 2.4 of this Appendix I) and the subcategories for both cleanliness and maintenance under the two headings for, "Exterior Tables, Benches, Seats and Decorative Elements" (Section 2.10(a) and (b) of this Appendix I), on ten percent (10%) or more of all Service Area inspection Reports during any 90 day period, the Authority may impose liquidated damages in an amount equal to one tenth of one percent (0.1%) of the total Gross Sales for all Service Areas in the month preceding the month in which such performance metric occurs. The "critical items" designated in red on the form of Inspection Report set forth in Attachment 1 to this Appendix I for each of the referenced categories in this Section 1.2.5 will be excluded in determining whether liquidated damages are to be imposed pursuant to this Section 1.2.5.
- 1.2.6** Certain compliance items are designated as "critical" items on account of their importance to the health and safety of the traveling public and of Service Area employees. These items are identified in red and are indented on the form of Inspection Report set forth in Attachment 1 to this Appendix I. Certain items may be so critical as to warrant immediate corrective action. In such event, the SAR or other Authority representative, whichever is applicable, will so advise the Operator's on-site manager of the Service Area and may remain on site until corrective action has been undertaken. Such critical items may be re-inspected by the SAR following the minimum amount of time necessary to correct the noncompliance to verify corrective action has been taken.
- 1.2.7** If no action, including initiation of work, has been taken by the Operator before the next inspection, liquidated damages within the range of \$250.00 to \$500.00, based on the seriousness of the violation, may be assessed for each critical item that is non-compliant at the re-inspection. If the Operator proposes a temporary repair or corrective action plan that is fully acceptable to the Authority, liquidated damages will not be imposed until such temporary repair or corrective action becomes ineffective. Liquidated damages under this Section 1.2.7 will be subject to inflation adjustment to the same extent as provided for the liquidated damages set forth in Section 1.2.3 of this Appendix

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- 1.2.8** A Service Area will be deemed to be “Under Evaluation” if in any 30-day period the Service Area receives an average Performance Rating of 95 or below. In this event, the Authority will notify the Operator, and the Operator shall develop and submit to the Authority within 14 days of said notification, a written 90-day corrective action plan reasonably acceptable to the Authority (a “Corrective Action Plan”) to improve performance at the Service Area designated as “Under Evaluation.” The status of a Service Areas as “Under Evaluation” does not preclude the Authority’s assessment of other liquidated damages or remedies available to the Authority under the Lease Agreement.
- 1.2.9** If Performance Ratings do not improve following the completion of the Corrective Action Plan, and the applicable Service Area continues to receive a Performance Rating of 95 or below, the Authority may assess liquidated damages of five tenths of one percent (0.5%) of the Gross Sales for that Service Area in the month preceding the month in which such performance metric occurs and the Service Area shall be on “Probation.” Such liquidated damages are in addition to the Authority’s assessment of any other liquidated damages or remedies available to the Authority under the Lease Agreement.
- 1.2.10** If a Service Area remains on Probation for 60 days, the Authority may impose liquidated damages of two percent (2%) of the Gross Sales for that Service Area in the month preceding the month in which such performance metric occurs. Such liquidated damages are in addition to the Authority’s assessment of other liquidated damages or remedies available to the Authority under the Lease Agreement.
- 1.2.11** At any time that a Service Area is determined to be Under Evaluation or on Probation, the Operator must, in addition to the required Corrective Action Plan, submit an updated maintenance and operations schedule for the applicable Service Area for the Authority’s review and approval. In addition, the Operator shall promptly submit an updated maintenance and operations schedule upon request of the Authority in the event of persistent non-compliance with any Performance Standard at any Service Area, regardless of whether the Service Area is Under Evaluation or on Probation.
- 1.2.12** In recognition of the fact that there are pre-existing conditions at the Service Areas that are unable to be corrected with deep cleaning or minor maintenance (including items that will be addressed by the Initial Improvements), the Authority may elect not to deduct points or assess liquidated damages in the inspection process until the Initial Improvements have been completed at the applicable Service Area.

## **2. General Descriptions**

As noted above, the following sets forth certain general descriptions of the applicable Performance Standard for each of the compliance items that will be addressed in the Inspection Reports, along with the total number of possible points associated with each such compliance item. Note that the points listed in this Section 2 do not include the points allocated for certain “critical items,” which are listed in red in the form of



Inspection Report included as Attachment 1 to this Appendix I, along with the associated points. The total number of possible points (143) for a particular Service Area is the total number of points listed in such form of Inspection Report. The Operator is responsible for compliance with all elements of the Performance Standards in performing the O&M Services, notwithstanding the following general descriptions.

## 2.1 General Site Conditions:

- a) Litter and Debris: 2 Points
- All areas must be free of litter and debris at all times. During all shifts, the Operator shall monitor and promptly pick up all trash, litter and debris at, in, and about the Service Area. The Responsibility Maps included in the agreement show the approximate areas at the Food/Fuel Facilities for which the Operator is responsible.
- b) Building Site: 1 Point
- All areas, including landings, ramps, stairwells, fire exits, steps, entrances, patios, picnic areas, safety barriers, walkways, handrails, grounds, paved areas, concrete areas, and site circulation routes, must be clean and regularly patrolled. All discarded items, fallen trees, debris and excreta must be promptly removed.
- c) Maintenance: 1 Point
- All areas, including landings, entrance/exit ramps, stairwells, stairs, fire exits, steps, entrances, patios, picnic areas, landscape components, safety barriers, walkways, handrails, eaves, signs and furniture and equipment, must be free of hazards, functional, and operational (normal wear and tear expected), and must be maintained minimally once a day and as needed.
- d) Vehicle Pavement: 1 Point
- If potholes develop, the Operator must immediately cone off the area to maintain a circulation pattern for vehicles without limiting access to parking and the facility until final remedy is executed. Pavement in the direct path of pedestrian traffic shall also be free of settlement or heave displacement which presents a pedestrian tripping hazard. Pavement shall also be free of damage to shoulders caused by erosion and/or heavy traffic, free of damage to curbs and island nose approaches. Within each Service Area, all pavement markings must be clearly visible and reflective both day and night.
- e) Truck Parking: 1 Point
- Commercially reasonable efforts must be made to prevent trucks from parking in front of Service Areas in such a way that limits patron parking or that obstructs access to the facilities or that impairs traffic within the Service Area from flowing freely.

- f) Pedestrian Sidewalks and Curbs: 1 Point  
 Pedestrian sidewalks and curbs shall be free of abrupt settlement, heave displacements, spalls, gouges or other conditions that represent a tripping hazard. Curbs shall be securely in place and have no sections missing. All non-hazardous conditions in need of repair must be completed on a semi-annual basis. Each Service Area shall have a commercial quality hot water pressure washer to remove gum and stains from sidewalks, curbs and dock areas. Pressure washing is required to be done at least weekly between May 1 and September 30 and on an as needed basis.
- g) Fencing: 1 Point  
 All fencing and gates that are the responsibility of the Operator shall be in good working order and functional at all times, with normal wear and tear expected. Only Authority provided locks are permitted to be on access gates pursuant to Authority policy.
- h) Pest Control/Infestations: 1 Point  
 Any animal and/or insect presence or nesting inside and any animal and/or insect evidence of nesting outside shall be addressed promptly and in accordance with all Applicable Law.
- i) Pet Areas: 1 Point  
 Pet Areas must be stocked with pet waste cleanup supplies for customer use. The Operator shall clean pet areas and sanitize minimally once a day and as necessary (other than during inclement weather).

**2.2 Landscaping (seasonal points):**

- a) Grass Areas and Edging: 2 Points  
 Grassed areas shall be of uniform appearance and maintained throughout the season to a maximum height of 4". All edges, including around curbs, light poles, etc., shall be trimmed of grass and weeds on the grass cutting schedule.
- b) Trees, Shrubs, Hedges and Mulch: 2 Points  
 All trees, plantings, shrubs, and hedges shall be maintained on a bi-monthly schedule. Trees, shrubs, and hedges shall be trimmed, pruned and/or cut to maintain healthy growth. The Service Areas shall be free of any trees, shrubs and hedges that create any risk of fire, obstruction of roadways and walkways, obstruction of sightlines, pathways, car parking, site lighting, and hazards. Mulch, or other ground cover, shall be added each spring, weeded and maintained at a minimum thickness of 2".
- c) Flower Beds: 1 Point  
 The Operator shall provide fully stocked and mulched flower beds during growing season with an appropriate mix of plants maintained and weeded on a monthly schedule.

### 2.3 Snow/Ice/Ice Melt Removal (seasonal points):

- a) Snow and Ice Removal: 4 Points

Snow operations that are the responsibility of the Operator shall commence prior to snow accumulation reaching a maximum 1.5". Operator must prevent excessive snow accumulation in those areas within its responsibility. The removal of any snow accumulation within the areas of Operator responsibility at each Service Area shall be completed within 9 hours after storm end. Proof that ice control measures of sanding/salting were taken to prevent ice accumulation along pedestrian sidewalks must be evident during each individual storm. Special attention must be given to standing water conditions that could develop into icing hazardous conditions.

- b) Ice Melt Removal: 1 Point

All areas including landings, ramps, stairwells, fire exits, steps, entrances, patios, picnic areas, walkways, paved areas and concrete areas will be cleaned of excessive sand and salt from winter operations on a maximum weekly schedule or as needed based on snow control activities.

### 2.4 Exterior Cleanliness and Maintenance:

- a) Walls, Finishes, Trim, Railings, Decorations, Acc. (cleanliness): 1 Point

Walls, finishes, trim, railings, decorations, and accessories shall be clean at all times. This section does not apply during inclement weather conditions or temperatures near or below freezing, except to the extent necessary to prevent hazardous conditions.

- b) Walls, Finishes, Trim, Railings, Decorations, Acc. (maintenance): 1 Point

Walls, finishes, trim, railings, decorations and accessories shall be sound, secure, and shall be maintained at all times. In the event any repairs or replacements are needed, best efforts must be made to match the original materials as closely as possible. This section does not apply during inclement weather conditions or temperatures near or below freezing, except to the extent necessary to prevent hazardous conditions.

- c) Windows (cleanliness): 1 Point

All external surfaces of glass are to be cleaned weekly and more often as needed for higher customer traffic areas and winter salt conditions. Cold weather glass cleaning solutions shall be utilized during winter months to prevent freezing.

- d) Windows (maintenance): 1 Point

All windows shall be free of hazards related to breakage, sound, secure and weatherproof and with no leaks (air or water). All frames, hardware, caulking, glazing shall be in good condition, and windows shall be free of cracks or chips, fogged glass, deterioration, damage or deficiencies.

- e) Doors (cleanliness): 1 Point

All external doors, including the surfaces of glass on exterior doors are to be clean at all times. All fingerprints, graffiti and soil must be removed.

- f) Doors (maintenance): 1 Point

All doors are to be able to be secured, operational and have keys available; provided that the Authority shall maintain and provide keys and cores to all exterior doors. The Operator shall provide locks to accept the Authority's current key cores. All doors shall be maintained at all times by the Operator. Doors to secure areas are to be operational and locked. Accessible doors shall be available at each Service Area entrance. Safety related conditions shall be addressed immediately.

- g) Trash and Recyclables Receptacles: 1 Point

All exterior trash and recyclables receptacles shall be clean and not overflowing. All dumpsters, compactors and related surrounding areas shall be kept clean, neat and free of clutter and spills at all times.

## 2.5 Water/Sewer:

- a) Erosion and Sediment Control and Storm Water Drainage Systems:  
(including ponds, streams and other discharge areas) 3 Points

Systems shall function as intended, and be maintained in strict accordance with all elements of the Performance Standards. Pollution control installations shall be maintained as required. Applicable storm water basin sumps shall be vacuumed out at frequencies consistent with Good Industry Practice but in all cases before levels of accumulation reach pipe outflows. Outflows shall be monitored in accordance with all Applicable Law.

- b) Septic Systems, Sewage Pumping Stations: 2 Points

The Operator shall respond to any sewage breakouts emanating from distribution system. Systems shall function as intended and be maintained properly, in strict accordance with all elements of the Performance Standards. The Operator shall perform required inspection, monitoring, service or testing as may be required by manufacturers' requirements or Applicable Law, and perform any necessary corrective action as a result of failed testing.

- c) Potable Water Wells: 2 Points

Systems shall function as intended and be properly maintained in strict accordance with all elements of the Performance Standards. Operator shall perform required testing, inspection, monitoring, or service as may be required by manufacturers' requirements or Applicable Law, and perform necessary corrective action as a result of failed potability testing.

## 2.6 Maintenance and Mechanical Conditions:

- a) Roofing System Components, Skylights, Eaves Troughs, Drainage Systems, and Downspouts: 1 Point
- Structurally sound, free of leaks (or appropriate repairs underway), and shall be maintained at all times.
- b) Ducts, Grills and Vents (Air Circulation): 1 Point
- All ventilation outlets shall be unblocked and free of obstructions and free of mold, pollen, dead animals /rodents and any other blockages. This shall be maintained at all times.
- c) Mechanical Systems Maintenance and HVAC Controls, Distribution Systems and Heating/Cooling Units: 1 Point
- HVAC systems shall function as intended and be serviced at intervals specified by manufacturers and provide a safe and comfortable environment. The acceptable ambient temperature range in public areas at all times shall be between 68 degrees F and 76 degrees F. All ductwork, fittings and pipe work shall be securely fastened to their intended points of anchorage. HVAC systems shall be free from corrosion, mold, organic growth, damage and deficiency, normal wear and tear excepted. Rest room exhaust fans shall be operational.
- d) Plumbing Fixtures, Water Heaters, Pumping Systems, Supply Lines, Drain Lines, and Drinking Fountains: 1 Point
- Plumbing installations shall be properly installed, properly sized, functioning properly, sound, secure and properly attached. When repairs or replacements are needed, best efforts must be made to match the original fixtures and materials as closely as possible in quality and appearance.
- e) Electrical Systems and Controls: 2 Points
- All electrical supply and distribution systems, controls, and components shall conform to applicable codes and be in proper working order and shall be maintained.
- f) Preventative Maintenance Program: 2 Points
- The preventative maintenance plan shall be available to the Authority on-line; provided that the Operator is not responsible for outages that are directly attributable to any Authority-provided communication system issues. Operator shall perform inspections and/or maintenance activities in accordance with the preventative maintenance plan and all other applicable Performance Standards. All maintenance records shall be available to the Authority on-line.

## 2.7 Signage and Way finding Systems:

- a) Signage and Way-Finding Systems: 2 Points
- All agreed upon signage (including no-smoking/ designated smoking areas, patron comments, guidance, rest rooms, food, way finding, venue identification, and regulatory and other venues, and any temporary signage

that is required during construction activities) shall be maintained (and replaced when damaged or stolen) sound and secure. All lighting elements shall be in proper working order. No signage that has not been approved by the Authority shall be installed.

## 2.8 Security and Surveillance:

- a) Surveillance and Security Systems: 3 Points

Surveillance and Security Systems shall function as intended, and be free of hazards, damage, and deficiency. All electrical communications and data transmission lines/ cables / installations shall be fully operational within New York State building code standards and all other applicable Performance Standards.

## 2.9 Lighting Exterior/Interior:

- a) Lighting Units: 2 Points

All lighting units and fixtures shall be sound and secure. All lighting shall be maintained so as to achieve at least the minimum code required lumen levels for the respective applications, subject to any higher minimum agreed to between the parties during the design phase.

## 2.10 Furniture and Fixtures:

- a) Exterior Tables, Benches, Seats, and Decorative Elements (cleanliness): 1 Point

Exterior Tables, benches, seats and decorative elements shall be clean and free of litter, excessive soiling and spillage such as condiments and beverages at all times.

- b) Exterior Tables, Benches, Seats, and Decorative Elements (maintenance): 1 Point

Exterior tables, benches, seats, and decorative elements will be sound, safe, secure, and be maintained at all times.

- c) Interior Tables, Benches, Seats, and Decorative Elements (cleanliness): 1 Point

Interior tables, benches, seats, and decorative elements shall be clean and free of litter, excessive soiling such as spillage from condiments and beverages at all times.

- d) Interior Tables, Benches, Seats, and Decorative Elements (maintenance): 1 Point

Interior tables, benches, seats, and decorative elements will be sound, safe, secure, and be maintained at all times.

## 2.11 Life Safety:

- a) Emergency Exit Doors and Pathways: 2 Points

Emergency exit doors and pathways are to be maintained in a clear, unobstructed, and unhindered condition at all times and in accordance with all Applicable Law.

- b) Fire Safety Systems: 2 Points

Fire safety systems, building alarm systems, emergency lighting, exit signs, fixed and portable fire extinguishing equipment and all other fire safety systems shall be operational and maintained in accordance with New York State Building Codes and all other applicable Performance Standards, and shall be free of hazard, damage, and deficiency, normal wear and tear excepted. All emergency lighting and exit sign power sources (batteries / generators) shall be operational. Log book and procedures shall be maintained on site for all fire safety systems maintenance and activities. All facilities within each Service Area shall have established and posted evacuation routes. Hydrants, sprinklers and hoses shall be at correct operating pressure and capacity, and tested in accordance with all applicable requirements of the Performance Standards. Inspections and checks shall be performed and recorded for all fire extinguishing equipment.

- c) Medical Prevention and Attention Systems: 1 Point

All first aid kits and or equipment shall be fully stocked and shall comply with applicable Performance Standards and shall be fully operational, shall function as intended, and be free of hazards, damage, and deficiency.

## 2.12 Interior Cleanliness and Maintenance:

- a) Walls, Glass, Finishes, Trim, Railings, Decorations, Accessories, Interior Doors: 1 Point

Facilities shall be maintained such that internal walls, doors, door glass, window glass, surfaces and baseboards are clean, free of fingerprints and soiling. Safety related conditions shall be addressed promptly.

- b) Interior Door Maintenance: 1 Point

All fire doors shall be closed, sound, secure, labeled, and latch properly. All doors are to be fully accessible and operational and be maintained at all times. All door locks shall be operational and keys available. Doors to secure areas are to be operational and locked.

- c) Floors and Finishes Cleanliness: 1 Point

Facilities shall be maintained such that the floor is free of standing liquid. Facilities shall be maintained such that the floor is clean at all times.

Appropriate signage and precautions shall be taken regarding patron safety on newly cleaned or wet floors. Any deep cleaning shall be completed as needed.

- d) Floors and Finishes Maintenance: 1 Point

All floors shall be sound, secure, and be maintained at all times. When repairs or replacements are needed, best efforts must be made to match the original materials as closely as possible in quality and appearance.

- e) Ceiling, Accessories, Background Music, and Finishes: 1 Point

Ceilings, including grids and lighting units are to be clean, functional and will be maintained at all times. Background music must be available at all times and played at an appropriate level in all customer areas.

- f) Gum, Graffiti and Vandalism: 1 Point

Any graffiti which is vulgar and or obscene in nature must be removed or equipment replaced immediately. Any conventional or permanently etched or other permanently destructive vandalism of any kind shall also be addressed and resolved within one (1) week. Gum which is placed on the interior of the facilities must be removed.

- g) Trash Receptacles: 2 Point

All receptacles shall be reasonably clean, neat and bags changed as necessary and have lids to keep the litter inside.

### **2.13 Restrooms:**

- a) Restrooms Open: 3 Points

Men's and Women's restrooms shall be open 24/7/365 and signed properly with no closure for cleaning exceeding 15 minutes except in the case of necessary repairs. Should a patron express an urgent and immediate need to use the facilities during any such closure, such patron shall be permitted access.

- b) Odor Control: 1 Point

Each facility shall be maintained in an orderly, clean and sanitary condition at all times. The facilities shall be free from persistent or pervasive unpleasant odors.

- c) Restrooms (cleanliness and stocking): 4 Points

Restroom Facilities shall be maintained in a clean and sanitary condition at all times. Cleaning shall be completed on both a cleaning task schedule and on an as-needed basis, and shall address the cleanliness and sanitation of floors, walls, fixtures, railings, mirrors, accessories, dividing partitions, and counters, as well as to ensure that consumable items are in sufficient supply.



Waste bins and sanitary napkin disposal containers shall be provided and kept clean and free from soil, debris and unpleasant odor.

- d) Restrooms (maintenance) : 4 Points

Restrooms shall be maintained at all times. All restroom equipment, including doors, signage, towel dispensers, soap dispensers, mirrors, lighting, janitor closets, hand dryers, sinks, faucets, urinals, toilets, floor drains and waste receptacles, shall be in good working order.

## 2.14 **ATM/Carts/Kiosks/Racks/Vending/Tourism**

- a) ATM's, Carts, Kiosks, Racks, Etc.: 1 Point

ATM's, carts, kiosks, racks shall be functioning properly and be maintained at all times; provided that the Operator is not responsible for outages that are directly attributable to any Authority-provided communication system issues. This section does not apply to any food, beverage or other self-serve vending machines operated by the Commission BEP or to carts, kiosks, racks or similar items operated by entities unrelated to the Operator and authorized to provide same by the Authority at the Service Areas pursuant to RFP Appendix B, Section 5, Reservation of Authority Rights.

- b) Vending Equipment: 1 Point

Vending Equipment machines shall provide a decal or other prominently displayed sign to clearly inform customers how to receive reimbursement should the machine malfunction. Machines shall be kept clean and operational, and reasonably stocked at all times. This section does not apply to any food, beverage or other self-serve vending machines operated by the Commission BEP at any location within the Service Area.

- c) Tourism: 1 Point

Tourism areas shall be maintained properly. All brochure racks, counters, and displays areas shall be neatly organized and in proper and operating order.

## 2.15 **Tenant Operations:**

- a) Kitchen and Food Area Related Systems and Equipment: 1 Point

All grease traps shall be maintained at all times and in accordance with Legal Requirements, manufacturer's requirements, and trap capacity to prevent migration of grease.

- b) Grease Hoods / Ductwork / Roof Top Exhaust Fans: 1 Point

Shall be maintained in accordance with Legal Requirements, manufacturer's requirements, and to reduce the level of grease build-up.

- c) Refrigeration / Freezers / Thermometers: 2 Points

All refrigeration / freezer units shall work properly and maintain proper temperatures for products at all times. Internal thermometers shall be available in all refrigerated or freezer storage areas and secondary holding equipment.

- d) Convenience Stores (C-Stores): 2 Points

All displays shall be neat and confined to display racks or shelving so as to maintain proper aisle widths for exiting or circulation. There shall be no unsightly displays of products at C-Store exteriors. Any self-service beverage counters or equipment (if any) shall be kept clean, orderly, and sufficiently stocked. Any products that are not in individually sealed packaging (donuts/ bulk candy) shall be properly protected and/or covered. Serving utensils and bags shall be provided to access these products and store them. All display shelving shall be sturdy, safe, and placed in a manner so as to allow proper exiting and circulation in aisles. All display refrigeration and freezer units shall work properly and maintain proper temperatures for products. Any cream or milk available for self service, shall be kept at the proper temperature. Any self-service coffee or other beverage equipment shall dispense product at proper temperatures per Applicable Law.

- e) NYS Department of Health Standards: 2 Points

Food and Beverage operations and products shall at all times be managed in accordance with appropriate New York State Department of Health guidelines.

- f) Tenant Operations Manual: 2 Points

Food and Beverage operations at each of the quick service restaurants shall comply with the operations manual guidelines established for each respective individual operation concerning freshness and quality.

## **2.16 Service / Administration:**

- a) Updated Menus and Price Lists Made Available to the Authority: 1 Point

## **2.17 Personnel:**

- a) On Site Manager Available on-site 24 / 7 / 365: 1 Point

- b) Response to emergency situation in accordance with all applicable Performance Standards: 1 Point

- c) In proper uniform In accordance with tenant operations manual for venue / activity being performed and neatly worn: 1 Point

# ATTACHMENT 1



**Thruway Authority**

## SERVICE AREA INSPECTION REPORT

**SERVICE AREA NAME:** \_\_\_\_\_

**DATE and TIME:** \_\_\_\_\_

**MANAGER IN CHARGE:** \_\_\_\_\_

**INSPECTION TYPE:**       Routine       or       Reinspection        
(Circle One)

**SERVICE AREA OR THRUWAY AUTHORITY REPRESENTATIVE:** \_\_\_\_\_

<b>1 GENERAL SITE CONDITIONS (16 points total)</b>		
A	Litter / Debris	2
B	Building Site	1
C	Maintenance	1
D	Vehicle Pavement	1
	<b>Tripping Hazard (safety)</b>	<b>3</b>
E	Truck Parking	1
F	Pedestrian Sidewalks and Curbs	1
	<b>Tripping Hazard (safety)</b>	<b>3</b>
G	Fencing	1
H	Pest Control / Infestations	1
I	Pet Areas	1
<b>2 LANDSCAPING (5 points total – seasonal)</b>		
A	Grass Areas and Edging	2
B	Trees, Shrubs, Hedges and Mulch	2
C	Flower Beds	1
<b>3 SNOW / ICE / SALT REMOVAL (10 points total – seasonal)</b>		
A	Snow and Ice removal	4
	<b>Snow control operations start before 1.5" accumulation</b>	<b>5</b>
B	Ice Melt Removal	1
<b>4 EXTERIOR CLEANLINESS and MAINTENANCE (10 points total)</b>		
A	Walls, Finishes, Trim, Railings, Decorations, Accessories – cleanliness	1
B	Walls, Finishes, Trim, Railings, Decorations, Accessories – maintenance	1
C	Windows – cleanliness	1
D	Windows – maintenance	1
E	Doors – cleanliness	1
F	Doors – maintenance	1
	<b>Safety hazards</b>	<b>3</b>
G	Trash and Recyclables receptacles	1
<b>5 WATER / SEWER (18 points total)</b>		
A	Erosion and Sediment Control and Storm Water Drainage Systems	3
	<b>Materials migrating off-site</b>	<b>4</b>
B	Septic Systems, Sewage Pumping Stations	2
	<b>Address break-outs</b>	<b>4</b>
C	Potable Water Wells	2
	<b>Provide corrective action following failed testing</b>	<b>3</b>
<b>6 MAINTENANCE and MECHANICAL CONDITIONS (12 points total)</b>		
A	Roofing System Components, Skylights, Eaves Troughs, Drainage Systems and Downspouts	1
B	Ducts, Grills, and Vents (air circulation)	1
C	Mechanical System Maintenance, HVAC Controls, Distribution Systems, and Heating / Cooling Units	1
	<b>Maintain proper temperatures in public spaces</b>	<b>4</b>
D	Plumbing Fixtures, Water Heaters, Pumping Systems, Supply Lines, Drain Lines, and Drinking Fountains	1
E	Electrical Systems and Controls	2
F	Preventative Maintenance Program	2
<b>7 SIGNAGE AND WAY-FINDING SYSTEMS (2 points)</b>		
A	Signage and Way-Finding Systems	2
<b>8 SECURITY AND SURVEILLANCE (3 points)</b>		
A	Surveillance and Security Systems	3
<b>9 LIGHTING EXTERIOR / INTERIOR (2 points)</b>		
A	Lighting Units	2

<b>10 FURNITURE and FIXTURES (4 points total)</b>		
A	Exterior Tables, Benches, Seats, and Decorative Elements – cleanliness	1
B	Exterior Tables, Benches, Seats, and Decorative Elements – maintenance	1
C	Interior Tables, Benches, Seats, and Decorative Elements – cleanliness	1
D	Interior Tables, Benches, Seats, and Decorative Elements – maintenance	1
<b>11 LIFE SAFETY (5 points total)</b>		
A	Emergency Exit Doors and Pathways	2
B	Fire Safety Systems	2
C	Medical Prevention and Attention Systems	1
<b>12 INTERIOR CLEANLINESS and MAINTENANCE (11 points total)</b>		
A	Walls, Finishes, Trim, Railings, Decorations, Accessories, Interior Doors - cleanliness	1
B	Interior Doors – maintenance	1
C	Floors and Finishes – cleanliness	1
	<b>Free of standing water (slip hazard)</b>	<b>3</b>
D	Floors and Finishes – maintenance	1
E	Ceiling and Accessories, Background Music and Finishes	1
F	Gum / Graffiti / Vandalism	1
G	Trash Receptacles	2
<b>13 REST ROOMS (24 points total)</b>		
A	Available for Use 24/7/365 (signed properly)	3
B	Odor Control	1
C	Rest Room (cleanliness and stocking)	4
	<b>Multiple categories of severe neglect</b>	<b>6</b>
D	Rest Room (maintenance)	4
	<b>Multiple categories of severe neglect</b>	<b>6</b>
<b>14 ATM / CARTS / KIOSKS / RACKS / VENDING / TOURISM (3 points total)</b>		
A	ATM's, Carts, Kiosks, Racks, etc.	1
B	Vending Equipment	1
C	Tourism	1
<b>15 TENANT OPERATIONS (14 points total)</b>		
A	Kitchen and Food Area Related Systems and Equipment	1
B	Grease Hoods / Ductwork / Roof Top Exhaust Fans	1
C	Refrigeration / Freezers / Thermometers	2
	<b>Maintain required temperatures for food storage</b>	<b>4</b>
D	Convenience Stores	2
E	NYS Department of Health Standards	2
F	Tenant Operations Manual	2
<b>16 SERVICES (1 points total)</b>		
A	Updated Menus and Price Lists Available to NYSTA	1
<b>17 PERSONNEL (3 points total)</b>		
A	On-Site Manager Available	1
B	Proper Response to Emergency Situations	1
C	Uniform	1

Score Calculation – 143 Possible Points		
Number of Violations per Category		Deductions per Category
_____	X 6 points =	_____
_____	X 5 points =	_____
_____	X 4 points =	_____
_____	X 3 points =	_____
_____	X 2 points =	_____
_____	X 1 points =	_____
<b>TOTAL DEDUCTION =</b> _____		
<b>TOTAL SCORE:</b> (143 possible points minus total deductions)		_____

Signature of Person in Charge \_\_\_\_\_

Signature of Service Area Representative \_\_\_\_\_