

Torres Rojas, Genara

FOI #13164

From: michael.venditto@uniform.aramark.com
Sent: Wednesday, May 09, 2012 8:46 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Michael
Last Name: Venditto
Company: Aramark Uniform Services
Mailing Address 1: 1060 Gelb Ave.
Mailing Address 2:
City: Union
State: NJ
Zip Code: 07088
Email Address: michael.venditto@uniform.aramark.com
Phone: 732-586-5686
Required copies of the records: Yes

List of specific record(s):

A copy of the current uniform contract between the Port Authority and current uniform provider.

Daniel D. Duffy
FOI Administrator

June 28, 2012

Mr. Michael Venditto
Aramark Uniform Services
1060 Gelb Avenue
Union, NJ 07088

Re: Freedom of Information Reference No. 13164

Dear Mr. Venditto:

This is a response to your May 9, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the current PA uniform contract.

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/13164-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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

VIA UPS OVERNIGHT DELIVERY

October 31, 2011

Mr. James Wasserson, C.E.O.
Clean Rental Services, Inc.
4352 North American Street
Philadelphia, PA 19140

RE: ONE YEAR REQUIREMENTS CONTRACT TO PROVIDE UNIFORM SERVICES SUPPLY PROGRAM INCLUDING RENTAL, PURCHASE, LAUNDERING AND DRY CLEANING – REQUEST FOR PRICING NO. 27020, CONTRACT # 4600008876.

Dear Mr. Wasserson:

This letter will set forth the terms of the agreement (“Agreement”) between the Port Authority of New York and New Jersey (“Port Authority”) and Clean Rental Services, Inc. (“Clean Rental”) pursuant to which Clean Rental will provide Uniform Rental Supply and Cleaning services subject to the provisions of this letter of award. The Port Authority is utilizing an existing government contract between Clean Rental and the City of Philadelphia (Contract No. 090165) as the basis for this award.

The term of the Agreement shall commence on November 1, 2011 at 12:01 a.m. and unless sooner terminated, revoked or extended as provided in the Agreement, shall expire on 11:59 p.m. on October 31, 2012.

In response to Kim Zavislak’s October 28, 2011 email on behalf of Clean Rental, the Port Authority hereby accepts the following proposed changes to Part V, Specifications:

1. The first sentence of the second paragraph of Section 7 entitled “Garment Identification Labeling and Barcoding” is hereby modified as follows: delete “within thirty (30) days of execution of this Contract” and insert “when available”.
2. The Contractor’s obligations to incorporate Port Authority employee identification numbers in its invoices and reports shall commence within thirty (30) days of being provided the employee’s Port Authority employee identification number.

THE PORT AUTHORITY OF NY & NJ

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

1. This Letter of Award, which shall prevail over all other documents;
2. The Friday, October 28, 2011 email of James Wasserson offering the Port Authority an additional 2.6% reduction to Clean Rental's submitted pricing;
3. The Port Authority's complete Request for Pricing document, Number 27020 entitled "Uniform Services Supply Program including Rental, Purchase, Laundering and Dry-Cleaning - One Year Requirements Contract" including: Parts I-V and the Port Authority Standard Contract Terms and Conditions, which includes Clean Rental's pricing submission in response to "PART IV -SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS" dated October 27, 2011.

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

The 2.6% reduction shall be shown in each of Clean Rental's invoices submitted to the Port Authority and applied to the total invoiced amount for each invoice.

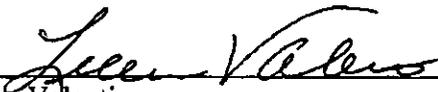
Assigned Purchase Order number(s) will be provided to Clean Rental and shall be used for reference on all invoices submitted to the Port Authority. Please direct any payment issues to the Port Authority's Accounts Payable Unit at 201-216-6887. Questions in regard to this Agreement may be directed to the Uniform Services Contract Administrator, Robert McCorken at 201-386-6821.. Any other questions may be directed to Luz Santana at (201) 395-3449. .

THE PORT AUTHORITY OF NY & NJ

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

This Agreement may be executed in counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

Sincerely,

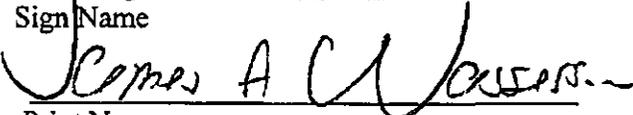


Lillian Valenti
Director, Procurement Department
Port Authority of New York and New Jersey

Date 11/1/2011

AGREED:
Clean Rental Services, Inc.

By: 

Sign Name


Print Name

Title: CEO

Date: 11/1/11

Santana, Luz

From: James Wasserson [jwass@cleanrental.com]
Sent: Friday, October 28, 2011 3:50 PM
To: Santana, Luz
Cc: Ivalente@panynj.gov; Chuck Wilson; Andrea Dmitrzak; Bud Hamell; Kim Zavislak; James Wasserson
Subject: Additional reduction

Luz, As discussed we have already offered a 17.4% cost reduction from the previous contract through the new RFP. After further thought, we will extend an additional 2.6% discount off of our invoice to bring your total cost savings to a grand total of 20%. We appreciate all of your hard work on this project. We look forward to delivering on Monday and hopefully many years after that. Regards, Jim

Jim Wasserson
CEO/President
CleanRental.com
215-329-8000 ext. 230

THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
2 MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NJ 07302

REQUEST FOR PRICING

TITLE: UNIFORM SERVICES SUPPLY PROGRAM INCLUDING RENTAL, PURCHASE,
LAUNDERING AND DRY CLEANING - ONE YEAR REQUIREMENTS CONTRACT

NO.: 27020

DUE DATE: OCTOBER 28, 2011

RESPOND VIA E-MAIL BY 11:00 AM

BUYER NAME: Luz Santana **PHONE NO.:** (201) 395-3449
EMAIL: lsantana@panynj.gov **FAX NO.:** (201) 395-3425

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

Clean Rental Services, Inc.

(NAME OF BIDDING ENTITY)

4352 North American Street

(ADDRESS)

Philadelphia, Pa. 19140

(CITY, STATE AND ZIP CODE)

James A. Wasserson CEO/President
(REPRESENTATIVE TO CONTACT-NAME & TITLE
(Ex. 1)

215-329-8000 Ext:230
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

215-329-3828
(FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

10-31-11 11:15 RCVD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roehrs, Stanton, Willimann and Associates 50 South First Avenue Coatesville PA 19320	CONTACT NAME: Geoffrey C. Roehrs	
	PHONE (A/C No. Ext.): (610) 383-3884	FAX (A/C No.): (610) 383-3886
E-MAIL ADDRESS: geoffroehrs@RSWinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Ins of Hartford		20478
INSURER B: American Cas. Co of Reading, PA		20427C
INSURER C: Continental Casualty Company		20443
INSURER D: Companion Commercial Ins Co		10794
INSURER E:		
INSURER F:		
INSURED Clean Rental Services, Inc etal 4352 North American Street Philadelphia PA 19140		

COVERAGES **CERTIFICATE NUMBER:** 11MASTERNYENJPORT **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR LTR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	2067550935	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	2067550952	3/1/2011	3/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB	X	2067550966	3/1/2011	3/1/2012	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$ 1,000					AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	110000010390111	3/1/2011	3/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Port Authority of NY & NJ and its wholly owned entities, their commissioners, directors, officers, partners, employees and agents are additional insureds with respect to General Liability and Automobile policies.

CERTIFICATE HOLDER The Port Authority of NY & NJ Procurement Department attn: Bid/Proposal Custodian 2 Montgomery Street 3rd Floor Jersey City, NJ 07302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Geoffrey Roehrs/PENNY <i>Geoffrey C. Roehrs</i>
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COMMENTS/REMARKS

The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

CONTRACT FOR UNIFORM RENTAL AND DIRECT DELIVERY SERVICES

- PART I - STANDARD INFORMATION
- PART II - CONTRACT SPECIFIC INFORMATION
- PART III - CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
- PART V - SPECIFICATIONS
- PART VI - CITY OF PHILADELPHIA CONTRACT FOR UNIFORM RENTAL AND LAUNDRY SERVICES
- PORT AUTHORITY OF NEW YORK AND NEW JERSEY STANDARD CONTRACT TERMS AND CONDITIONS

**CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140**

**PART I - STANDARD INFORMATION
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3. City Payroll Tax..... 4

PART I - STANDARD INFORMATION

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 an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

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

2. Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at <http://www.panynj.gov/business-opportunities/supplier-diversity.html> or by contacting the Port Authority's Office of Business Diversity and Civil Rights at (212) 435-7819 or seeking MBEs/WBEs from other sources.
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

3. 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.

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PART II - CONTRACT SPECIFIC INFORMATION

The following information may be referred to in other parts hereof, or further detailed in other parts hereof, if applicable.

1. Service(s) Required

This Contract is for a commercial uniform rental company to provide two (2) types of service. The first type of service is for the rental and laundering of work and dress uniforms for maintenance and supervisory staff at all Port Authority facilities. In addition, the rental and laundering of minimal quantities of sheets, pillow-cases, tablecloths, aprons and other items will also be needed. The second type of service required is a direct purchase program to provide new work and dress uniforms to Port Authority Operations staff. Direct purchase uniform items will not require weekly laundering or dry cleaning. However, certain direct purchase uniform items may require periodical cleaning. These items are to be considered NOG (Not Our Goods) items.

2. Location(s) Services Required

See PART V – SPECIFICATIONS

3. Expected Date of Commencement of Contract

The term of the contract shall commence on or about November 1, 2011 (the "Commencement Date") and expire on or about October 31, 2012 ("the Expiration Date").

4. Contract Type

This is a Service Requirements Contract. Items and quantities shown, if any, are estimated quantities and there are no guarantees as to the quantity, if any, that may actually be ordered. This Contract is being awarded based upon the Contractor's existing Contract with the city of Philadelphia for Uniform Rental and Laundry Services, with the relevant portions annexed hereto as PART VI. Duration of Contract

5. Duration of Contract

The term of the contract shall be from the Commencement Date until the expiration of one (1) year unless otherwise terminated, canceled, abrogated, or amended.

6. Price Adjustment during Base Term (Index Based)

No Price Adjustment. The Contractor's prices shall be firm for the duration of the Contract, including any Extension Period, if exercised.

7. Option Period(s)

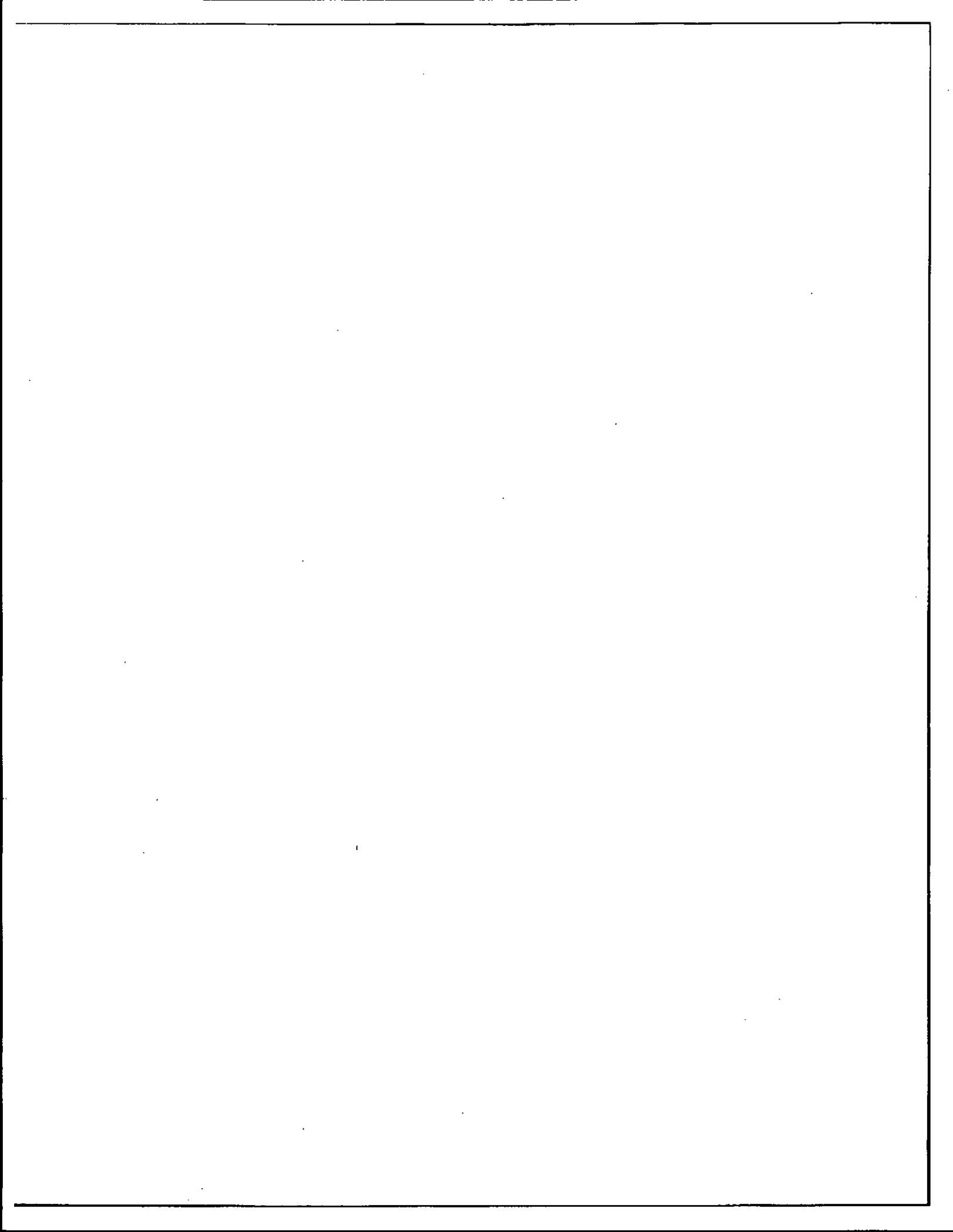
Not Applicable

8. Price Adjustment during Option Period(s) (Index Based)

Not Applicable

9. Extension Period

The Port Authority reserves the option to extend the contract for a term not to exceed 120 days from the date of expiration. The prices in effect at the time of the commencement of the 120 day extension shall remain in effect and unadjusted. The Port Authority shall send notice to the Contractor of any intention to extend the contract no later than thirty (30) days prior to expiration of initial term of contract.



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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. Duration

- a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the

Contractor 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. Payment.

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed for current Port Authority employees enrolled in the Rental Program, other Port Authority approved cleaning services and for authorized direct sales delivered to the Central Warehouse, 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 Port Authority for Services rendered under this Contract shall be subject to the approval of the Uniform Services Contract Administrator and/or the Field/Unit Representative in all respects, including, but not limited to, format, breakdown of items presented and verifying records, and in accordance with Part V, Specifications. 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 as they appear on the Pricing Sheet(s), 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 Unit or Facility Representative or the Uniform Services Contract Administrator.
- b) The Contractor shall submit to the Unit Facility Representative or the Uniform Services Contract Administrator by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Unit or Facility Representative or the Uniform Services Contract Administrator for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering

any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

- d) In the event an audit of received invoices for this Contract or any other Contract with the Port Authority should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.
- e) In addition to any other rights granted to the Port Authority hereunder, the Port Authority shall have the right from time to time and at any time during the term of this Contract to withhold from any payment otherwise due and payable to the Contractor such sums as the Unit or Field Representatives and Uniform Services Contract Administrator may deem necessary or desirable to protect the Port Authority against failure or delay in performance by the Contractor of its obligations hereunder, which right may be exercised by the Port Authority with or without revoking or terminating this Contract. If, however, the payment of any amount due the Contractor shall be improperly withheld in accordance with the foregoing, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period the payment is withheld, it being agreed that such interest shall be in lieu of and in liquidation of damages to the Contractor because such payment is withheld.
- f) If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligation or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, promises or agreements contained in this Agreement or any other agreement with the Port Authority, or as a result of any act or omission of the Contractor contrary to the said conditions, promises and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or the expense so incurred, including all interest, costs and damages, promptly upon the receipt of the Port Authority's statement therefor. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payments payable by it to the Contractor.

"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.

4. Liquidated Damages

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:
- i) If the Contractor fails to make a pick up or delivery of garments when required, payment to the Contractor shall be reduced by the sum of \$100.00 per stop per weekday until Contractor satisfactorily picks up or delivers said garments.
 - ii) If the Contractor fails to measure a Port Authority employee in the time required, payment to the Contractor shall be reduced by the sum of \$100.00 per workday until Contractor satisfactorily measures the employee.
 - iii) If the Contractor fails to respond within twenty four (24) hours in response to an emergency, payment to the Contractor shall be reduced by the sum of \$100.00 per day until Contractor satisfactorily responds to such emergency request.
 - iv) If the Contractor fails to satisfactorily clean or repair a soiled or damaged garment, the Contractor shall retrieve the garment and perform the unsatisfactorily performed service again without charge to the Port Authority. If the Contractor fails, upon its second effort, to satisfactorily clean or repair a soiled or damaged garment, the payment to the Contractor shall be reduced by the sum of \$10.00 per garment per day until Contractor satisfactorily repairs or cleans the garment.
 - v) If the Contractor fails to provide a garment as specified in Attachment "A" Uniform Specifications, payment to the Contractor shall be reduced by the sum of \$10.00 per garment per day until Contractor satisfactorily provides the garment.
 - vi) If the Contractor fails to implement a barcoding program in the time-frame required, payment to the Contractor shall be reduced by the sum of \$250.00 per workday until Contractor satisfactorily implements a barcoding program.
 - vii) If the Contractor fails to provide any report or invoice in the time or format required in Part V, Specifications, or within ten (10) days where

no time frame is specified, payment to the Contractor shall be reduced by the sum of \$100.00 per day until Contractor satisfactorily provides the report.

- viii) If the Contractor fails to have its staff background screened within thirty (30) days of the Port Authority making a request for background screening, payment to the Contractor shall be reduced by the sum of \$100.00 per day per employee until Contractor's staff is background screened.
- ix) If the Contractor fails to remove or add employees from or to the rental program as required in Part V, Specifications, payment to the Contractor shall be reduced by the sum of \$10.00 per day per employee until Contractor satisfactorily provides proof the change has been made.
- b) The Uniform Services Contract Administrator shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Uniform Services Contract Administrator 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.

5. Insurance

Insurance Procured by the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name "The Port Authority of NY & NJ and its wholly owned entities, their commissioners, directors, officers, partners, employees and agents as additional insured", including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warranty/guarantee period.

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

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where

work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original 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), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume 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#2315N

6. Increase and Decrease in Areas or Frequencies

The Uniform Services Contract Administrator shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Uniform Services Contract Administrator decides to change any frequencies or areas such change shall be by written notice not less than five days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Uniform Services Contract Administrator 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 Uniform Services Contract Administrator, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

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

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.

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.

7. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Uniform Services Contract Administrator. "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 Uniform Services Contract Administrator 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 Uniform Services Contract Administrator 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 Uniform Services Contract Administrator or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Uniform Services Contract Administrator as required herein. The Contractor shall promptly furnish to the Uniform Services Contract Administrator such bills of sale and other instruments as the Manger may require,, executed, acknowledged and delivered, assuring to the Uniform Services Contract Administrator title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

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

The Contractor shall submit all reports, records and receipts as are requested by the Uniform Services Contract Administrator so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Uniform Services Contract Administrator within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Uniform Services Contract Administrator within two (2) days following the receipt of written or verbal notice from the Uniform Services Contract Administrator, or in the case of an emergency as determined by the Uniform Services Contract Administrator, within twenty four (24) hours following the receipt by the Contractor of the Uniform Services Contract Administrator's written or oral notification. Where oral notification is provided hereunder, the Uniform Services Contract Administrator 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.

8. Audit

The Port Authority has the unlimited right to Audit any section, provision, detail or obligation under this contract with no restriction. The Contractor shall provide system access and reasonable assistance to the Port Authority's External and Internal Audit staff or its consultants in their performance of work under the contract, including producing specific requested information, extraction of data and reports. The Contractor shall support requests related to audits of the agreement and administration tasks and functions covered by this Contract. The Contractor shall ensure that the same level of access is provided to the records of any subcontractor performing work under the Contract.

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

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

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

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

10-31-11A111

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

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10-31-11A11:16 RCVD

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 Clean Rental Services, Inc
Bidder's Address 4352 North American Street
City, State, Zip Philadelphia, Pa. 19140
Telephone No. 215-329-8000 Ex 230 FAX 215-329-3828
Email Jwass@cleanrental.com EIN# (EX. 1)

SIGNATURE [Signature] Date 10/27/11
Print Name and Title James A Wasserson CEO

ACKNOWLEDGEMENT:
STATE OF: PA
COUNTY OF: PHILADELPHIA

10-31-11 11:16 RCND

On this 27 day of OCTOBER, 2011, 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, partner(s) of the Commonwealth of Pennsylvania.

NOTARIAL SEAL
TANVEER MALL, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 20, 2013

[Signature]
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).

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

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

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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
James A. Wasserson	CEO/President	(Do not give business address)
		(Ex. 1)

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S) PART IV - 3

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
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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. Ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). The Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Compensation shall be in accordance with the section of this Contract entitled "Payment".

SECTION A: PRICING SHEET FOR WORK AND DRESS UNIFORM ITEMS - RENTAL PROGRAM

ITEM #	DESCRIPTION	FABRIC	MFG	WEEKLY S.W. STYLE	EST. ANNUAL NO. OF ITEM	X	Weekly Unit Prices	ESTIMATED 1-YR PRICING
1	Work shirt l/s	Poly/cotton	Red Kap	SP14	7800	X	.22	1,716. ⁰⁰
2	Work shirt s/s	Poly/cotton	Red Kap	SP24	2000	X	.19	380. ⁰⁰
3	Work shirt l/s	100% cotton	Red Kap	SC30	5800	X	.15	870. ⁰⁰
4	Work shirt l/s TBA w/badge tab & emblems grey	Poly/cotton	Garment corp	2563	1700	X	.22	374. ⁰⁰
5	Supv dress shirt Male l/s	Poly/cotton	Elbeco	CA99,CA23	425	X	.15	63.75
6	Supv dress shirt Female l/s	Poly/cotton	Elbeco	CA15,CA13	300	X	.15	45. ⁰⁰
7	Supv dress shirt Male s/s	Poly/cotton	Elbeco	CA66,CA03	200	X	.13	26. ⁰⁰
8	Supv dress shirt Female s/s	Poly/cotton	Elbeco	CA55,CA33	120	X	.13	15.60
9	Work pant green / navy / char grey / white	Poly/cotton	Red Kap	PT20	11700	X	.22	2,574. ⁰⁰
10	Work pant green / navy / char grey / white	100% cotton	Red Kap	PC20	5900	X	.16	944. ⁰⁰
11	Painter pants white	100% cotton	Red Kap	PC24NT	150	X	.16	24. ⁰⁰
12	Supv pants Male navy	Poly/wool	Edwards	2780-07	670	X	.36	241.20
13	Supv pants Male grey	Poly/wool	Edwards	2720-06	475	X	.46	218.50
14	Supv pants Male pltd black	Poly/wool	Edwards	2680-10	525	X	.46	241.50
15	Supv pants Male pltd char grey	Poly/wool	Edwards	2680-19	30	X	.46	13.80
16	Supv pants Female pltd navy	Poly/wool	Edwards	8689-07	100	X	.46	46. ⁰⁰
17	Supv pants Female pltd char grey	Poly/wool	Edwards	8689-19	50	X	.46	23. ⁰⁰
18	Supv slacks Female pltd black	Poly/wool	Edwards	8689-10	25	X	.46	11.50

10-31-11A11-15-01 RCVD

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)
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ITEM #	DESCRIPTION	FABRIC	MFG	Weekly J.W. STYLE	EST. ANNUAL NO OF ITEM	X	Weekly Units Prices	ESTIMATED 1-YR PRICING
19	Supv skirt navy	Poly/wool	Edwards	9789-07	20	X	.68	13.60
20	Supv skirt balck	Poly/wool	Edwards	9789-10	60	X	.68	40.80
21	Supv skirt char grey	Poly/wool	Edwards	9789-19	10	X	.68	6.80
22	Blazer Male navy	Poly/wool	Edwards	3680-07	120	X	.67	80.40
23	Blazer Male char grey	Poly/wool	Edwards	3680-19	175	X	.67	117.25
24	Blazer Female navy	Poly/wool	Edwards	6680-07	12	X	.67	8.04
25	Blazer Female char grey	Poly/wool	Edwards	6680-19	25	X	.67	16.75
26	Coverall fisher cloth	100% cotton	Edwards	CC16HB	1800	X	.32	576. ⁰⁰ ✓
27	Coverall unlined char w/badge tab & emblems charcoal	Poly/cotton	Red Kap	CT10CH	1800	X	.25	450. ⁰⁰
28	Coverall Fire Rated navy	Indura	Bulwark	CLB6NV	400	X	1.22	488. ⁰⁰
29	Smock royal blue	Poly/cotton	Red Kap	TP31RB	40	X	.19	7.60
30	Lab coat Male white	Poly/cotton	Red Kap	KP14WH	100	X	.22	22. ⁰⁰
31	Lab coat Female white	Poly/cotton	Red Kap	KP13WH	40	X	.22	8.80
32	Chef coat white	Poly/cotton	Red Kap	0400WH	170	X	.15	25.50
33	Shop coat blue	Poly/cotton	Red Kap	KT30PB	50	X	.30	15. ⁰⁰
34	Shirt Fire Rated lt blue	Indura	Bulwark	SLW2LB	2200	X	.98	2,156. ⁰⁰
35	Pant Fire Rated navy	Indura	Bulwark	PLW2NV	2100	X	.86	1,806. ⁰⁰
36	Liner zip in navy	Indura	Bulwark	JEW2NV	375	X	.99	371.25
37	Liner Fire Rated grey	Indura	Bulwark	LML2GY	375	X	.89	333.75

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ITEM #	DESCRIPTION	FABRIC	MFG	weekly J.W. → STYLE	EST. NO. OF ITEM	X	Unit Prices	ESTIMATE +YR PRICING
38	Coverall Insulated Fire Rated navy	Indura	Bulwark	CLC8NV	375	X	1.85	693.75
39	Shirt fr l/s navy	Indura	Bulwark	SEW2NV	110	X	.98	107.80
40	Pant indurapant navy	Indura	Bulwark	PEW2NV	130	X	.86	111.80
41	Shirt polo snap frnt lt blue	Poly/cotton	Red Kap	SK58	150	X	.35	52.50
42	Apron black	Poly/cotton	Red Kap	TT30BK	300	X	.40	120. ⁰⁰
43	Pant café black	Poly/cotton	Red Kap	PT20	200	X	.24	48. ⁰⁰
44	Shirt s/s royal	Poly/cotton	Edwards	5740-41	15	X	.25	3.75
45	Shirt l/s royal	Poly/cotton	Edwards	5790-41	15	X	.25	3.75
46	Pant pltd black	Poly/cotton	Edwards	2670-10	20	X	.46	9.20
47	Pant Male pltd blk / kh / navy	Poly/cotton	Red Kap	PT44	1100	X	.46	506. ⁰⁰
48	Shirt s/s Male white / blue	Poly/cotton	Red Kap	SR60	1900	X	.13	247. ⁰⁰
49	Shirt s/s Female white / blue	Poly/cotton	Red Kap	SR61	20	X	.13	2.60
50	Shirt l/s Male white / blue	Poly/cotton	Red Kap	SR70	2000	X	.15	300. ⁰⁰
51	Shirt l/s Female white / blue	Poly/cotton	Red Kap	SR71	50	X	.15	7.50
52	Shirt polo s/s w/pocket & embroidery blk/kh/nyv/burg	100% poly	Red Kap	SK08,SK78	600	X	.35	210. ⁰⁰
53	Shirt s/s white / blue	100% cotton	Edwards	1190D	40	X	.37	14.80
54	Shirt l/s white / blue	100% cotton	Edwards	1140	80	X	.37	29.60
55	Pant pleated blk / kh / navy	100% cotton	Edwards	2630	125	X	.46	57.50
56	Towel bath jumbo 54" x 22" white	100% cotton	Calderon Textiles	N/A	100	X	.75	75. ⁰⁰
57	Jacket Waist w/reflective striping	Poly/cotton	Eagle	JLIDC	600	X	1. ⁰⁰	600. ⁰⁰

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ITEM #	DESCRIPTION	FABRIC	MFG	WEEKLY J.W. STYLE	EST. ANNUAL USAGE	X	WEEKLY Unit Prices	ESTIMATE 1-YR PRICING
58	Coverall Insulated green	Poly/cotton	Topps	C014	400	X	1.31	524. ⁰⁰
59	Parka Winter	Poly/nylon	VF	JP70	100	X	.75	75. ⁰⁰
60	Parka Winter	100% cotton	Stealth	1129	100		.75	75. ⁰⁰

J.W. WEEK

Section A - WORK AND DRESS UNIFORM ITEMS - RENTAL PROGRAM Estimated One Year Total: 18,245.94

X 52

J.W. Estimated 1yr TOTAL: \$ 948,788.88

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SECTION B: PRICING SHEET FOR WORK AND DRESS UNIFORM ITEMS - DIRECT PURCHASE PROGRAM

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
1	Work Shirt L/S Small - XLarge	poly/cotton	Red Kap	SP14	675	X	6.35	4,286.25
1	2XLarge - 5XLarge				275	X	7.62	2,095.50
2	Work Shirt S/S Small - XLarge	poly/cotton	Red Kap	SP24	15	X	5.22	78.30
2	2XLarge - 5XLarge				3	X	6.26	18.78
3	Work Shirt L/S Small - XLarge	100% cotton	Red Kap	SC30	500	X	8.19	4,095.00
3	2XLarge - 5XLarge				175	X	9.82	1,718.50
4	Supv. Dress Shirt 1/s Male Small - XLarge	poly/cotton	Elbeco	CA99, CA23	150	X	23.85	3,577.50
4	2XLarge - 5XLarge				25	X	28.62	715.50
5	Supv. Dress Shirt 1/s Female Small - XLarge	poly/cotton	Elbeco	CA15, CA13	60	X	23.85	1,431.00
5	2XLarge - 3XLarge				25	X	28.62	715.50
6	Supv. Dress Shirt s/s Male Small - XLarge	poly/cotton	Elbeco	CA66, CA03	150	X	20.25	3,037.50
6	2XLarge - 5XLarge				40	X	24.30	972.00
7	Supv. Dress Shirt s/s Female Small - XLarge	poly/cotton	Elbeco	CA55, CA33	70	X	20.25	1,417.50
7	2XLarge - 3XLarge				25	X	24.30	607.50
8	TBA Dress Shirts Male L/S Nickel Grey Small - XLarge	poly/cotton	Law Pro	S33 221	80	X	24.05	1,924.00
8	2XLarge - 5XLarge				35	X	24.55	859.25
9	TBA Dress Shirts Male S/S Nickel Grey Small - XLarge	poly/cotton	Law Pro	S31 121	90	X	20.45	1,840.50
9	2XLarge - 5XLarge				40	X	20.95	838.00

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PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)
 CLEAN RENTAL SERVICES, INC.
 4352 N. AMERICAN ST.
 PHILADELPHIA, PA 19140
 Rev. 2/12/10 (PA/PATH)

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
10	Work Pants 28 - 42	poly/cotton	Red Kap	PT20	625	X	8.55	5,343.75
10	44 - 56				200	X	10.26	2,052.00
11	Work Pants 28 - 42	100% cotton	Red Kap	PC20	700	X	10.35	7,245.00
11	44 - 56				125	X	12.42	1,552.50
12	Painter Pants 28 - 42	100% cotton	Red Kap	PC24NT	10	X	19.35	193.50
12	44 - 56				2	X	23.22	46.44
13	Supv Pants Navy Male 28 - 42	poly/wool	Edwards	2780-07	25	X	40.95	1,023.75
13	44 - 56				3	X	49.14	147.42
14	Supv Pants Lt Gry Male 28 - 42	poly/wool	Edwards	2720-06	10	X	29.95	299.50
14	44 - 56				2	X	35.94	71.88
15	Supv Pants Pltd Blk Male 28 - 42	poly/wool	Edwards	2680-10	20	X	40.95	819.00
15	44 - 56				5	X	49.14	245.70
16	Supv Pants Pltd Char-Grey Male 28 - 42	poly/wool	Edwards	2680-19	80	X	40.95	3,276.00
16	44 - 56				20	X	49.14	982.80
17	Supv Pants Pltd Navy Female 4 - 20	poly/wool	Edwards	8689-07	5	X	40.95	204.75
17	22 - 30				5	X	49.14	245.70
18	Supv Pants Pltd Char-grey Female 4 - 20	poly/wool	Edwards	8689-19	35	X	40.95	1,433.25
18	22 - 30				20	X	49.14	982.80
19	Supv Pants Pltd Black Female 4 - 20	poly/wool	Edwards	8689-10	20	X	40.95	819.00
19	22 - 30				10	X	49.14	491.40

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

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

Rev. 2/12/10 (PA/PATH)

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
20	Supv Skirt Female Navy 4 - 20	poly/wool	Edwards	9789-07	8	X	40.95	327.60
20	22 - 30				2	X	49.14	98.28
21	Supv Skirt Female Black 4 - 20	poly/wool	Edwards	9789-10	10	X	40.95	409.50
21	22 - 30				2	X	49.14	98.28
22	Supv Skirt Female Char-Grey 4 - 20	poly/wool	Edwards	9789-19	15	X	40.95	614.25
22	22 - 30				20	X	49.14	982.80
23	Blazer Male Navy 36 - 46	poly/wool	Edwards	3680-07	5	X	94.73	473.65
23	48 - 54				3	X	113.67	341.01
24	Blazer Male Char-Grey 36 - 46	poly/wool	Edwards	3680-19	5	X	94.73	473.65
24	48 - 54				5	X	113.67	568.35
25	Blazer Female Navy 4 - 18	poly/wool	Edwards	6680-07	8	X	85.73	685.84
25	20w - 26w				1	X	102.87	102.87
26	Blazer Female Char-grey 4 - 18	poly/wool	Edwards	6680-19	2	X	85.73	171.46
26	20w - 26w				8	X	102.87	822.96
27	Vest Tunic Black Small - XLarge	100% Poly	Edwards	7270-10	15	X	52.65	789.75
27	2XLarge - 3XLarge				8	X	63.18	505.44
28	Vest Tunic Navy Small - XLarge	100% Poly	Edwards	7270-07	6	X	52.65	315.90 ✓
28	2XLarge - 3XLarge				3	X	63.18	189.54
29	Eisenhower Jacket Green / Blue Small - XLarge	poly/cotton	Eagle	JLIDC	90	X	23.63	2,126.70
29	2XLarge - 5XLarge				60	X	28.35	1,701. ⁰⁰

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

Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
30	Coverall Fisher Cloth Small - XLarge	100% cotton	Red Kap	CC16HB	4	X	16.88	67.52
30	2XLarge - 5XLarge				1	X	20.25	20.25
31	Coverall Insulated Spruce Green Small - XLarge	poly/cotton	Topps Safety	C014	100	X	62.55	6,255. ⁰⁰
31	2XLarge - 5XLarge				50	X	75.06	3,753. ⁰⁰
32	Coverall Fire Rated Small - XLarge	Indura Ultra	Bullwark	CLB6NV	30	X	44.55	1,336.50
32	2XLarge - 5XLarge				35	X	53.46	1,871.10
33	Smock Royal Blue Small - XLarge	poly/cotton	Red Kap	TP31RB	6	X	8.91	53.46
33	2XLarge - 5XLarge				2	X	10.69	21.38
34	Lab Coat White Male Small - XLarge	poly/cotton	Red Kap	KP14	4	X	8.91	35.64
34	2XLarge - 5XLarge				1	X	10.69	10.69
35	Lab Coat White Female Small - Xlarge	poly/cotton	Red Kap	KP13	5	X	8.91	44.55
35	2XLarge - 3XLarge				2	X	10.69	21.38
36	Chef Coat White Small - XLarge	poly/cotton	Red Kap	0400WH	5	X	8.91	44.55
36	2XLarge - 5XLarge				2	X	10.69	21.38
37	Shop Coat Post Blue Small - Xlarge	poly/cotton	Red Kap	KT30PB	2	X	13.41	26.82
37	2XLarge - 5XLarge				2	X	16.09	32.18
38	Sheet flat Twin 66" x 104" White	combed cotton	Medline	MDT219065	20	X	19.80	396. ⁰⁰
39	Pillow Case 42" x 34" White	combed cotton	Medline	MDT219069	20	X	9. ⁰⁰	180. ⁰⁰
40	Tablecloth 144" x 60" White	poly/visa	Tablecloth Company	144x60	10	X	9. ⁰⁰	90. ⁰⁰
41	Blazer SB Male Oxford w/Aviation Embroidery 36 - 46	poly/wool	Edwards	3680-19	15	X	101.25	1,518.75

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

Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
41	48 - 54				12	X	121.50	1,458. ⁰⁰
42	Blazer SB Female Oxford w/Aviation Embroidery 4 - 18	poly/wool	Edwards	6680-19	8	X	101.25	810. ⁰⁰
42	20w - 26w				10	X	121.50	1,215. ⁰⁰
43	Pocket Tee Spruce Green w/ PA logo Small - XLarge	100% cotton	Port and Company	PC61P	300	X	4.86	1,458. ⁰⁰
43	2XLarge - 5XLarge				200	X	5.83	1,166. ⁰⁰
44	Pocket Tee White w/ PA logo Small - XLarge	100% cotton	Port and Company	PC61P	750	X	4.86	3,645. ⁰⁰
44	2XLarge - 5XLarge				200	X	5.83	1,166. ⁰⁰
45	Pocket Tee Navy w/ PA logo Small - XLarge	100% cotton	Port and Company	PC61P	2700	X	4.86	13,122. ⁰⁰
45	2XLarge - 5XLarge				1200	X	5.83	6,996. ⁰⁰
46	Pocket Tee White w/ PATH logo Small - XLarge	100% cotton	Port and Company	PC61P	20	X	4.86	97.20
46	2XLarge - 5XLarge				2	X	5.83	11.66
47	Pocket Tee Navy w/ PATH logo Small - XLarge	100% cotton	Port and Company	PC61P	1300	X	4.86	6,318. ⁰⁰
47	2XLarge - 5XLarge				625	X	5.83	3,643.75
48	Pocket Tee Long Sleeve Navy w/ PA logo Small - XLarge	100% cotton	Port and Company	PC61LSP	80	X	7.99	639.20
48	2XLarge - 5XLarge				40	X	9.99	399.60
49	Tee Shirt Hi-Viz Ansi Class II w/ PA logo Small - XLarge	100% poly	Dickies	VS200	40	X	17. ⁰⁰	680. ⁰⁰
49	2XLarge - 5XLarge				40	X	21. ⁰⁰	840. ⁰⁰
50	Polo shirts long sleeve w/Path Embroidery Small - XLarge	100% cotton	Hartwell	3012	200	X	19. ⁰⁰	3,800. ⁰⁰

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

Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
 4352 N. AMERICAN ST.
 PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
50	2XLarge - 5XLarge				100	X	21. ⁰⁰	2,100. ⁰⁰
51	Polo shirts short sleeve w/Path Embroidery Small - Xlarge	100% cotton	Hartwell	3010	200	X	18. ⁰⁰	3,600. ⁰⁰
51	2XLarge - 5XLarge				100	X	20	2,000. ⁰⁰
52	Work Pants Male Pleated Black 28 - 42	poly/cotton	Edwards	2670-10	75	X	11.03	827.25
52	44 - 56				25	X	13.23	330.75
53	Work Pants Female Pleated Black 4 - 20	poly/cotton	Edwards	8679-10	75	X	11.03	827.25
53	22 - 30				20	X	13.23	264.60
54	Parka 3 in 1 w/safety striping & PA or Path Embroidery Small - Xlarge	poly/cotton	Wearguard	1308	50	X	101.70	5,085. ⁰⁰
54	2XLarge - 5XLarge				20	X	122.04	2,440.80
55	Duty Jacket w/safety striping Navy Small - Xlarge	Nylon	Stealth	504PA	100	X	80.55	8,055. ⁰⁰
55	2XLarge - 5XLarge				50	X	80.55	4,027.50
56	Cardigan Sweater Wine Small - Xlarge	Acrylic	SAI	6300	25	X	20.25	506.25
56	2XLarge - 5XLarge				25	X	24.30	607.50
57	Pullover Sweater Is v-neck Navy Small - Xlarge	Acrylic	SAI	6500	5	X	16.65	83.25
57	2XLarge - 5XLarge				10	X	19.98	199.80
58	Pullover Sweater Is v-neck Wine Small - Xlarge	Acrylic	SAI	6735	4	X	16.65	66.60
58	2XLarge - 5XLarge				12	X	19.98	239.76
59	Sweater vest V-neck Wine Small - Xlarge	Acrylic	SAI	6725	3	X	13.28	39.84
59	2XLarge - 5XLarge				15	X	15.93	238.95

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

Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
4332 N. AMERICAN ST.
PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
60	Tie Male Micro Check Pattern	100% Poly	Edwards	MC00-63	40	X	12.38	495.20
61	Ascot Female	100% Poly	Edwards	ST60-63	25	X	7.88	197.00
62	Belt Dress Black	leather	Edwards	BP00-10	80	X	11.03	882.40
63	Belt Garrison Black	leather	Edwards	BC00-10	120	X	11.93	1,431.60
64	Tie Clip-on Black	poly	Edwards	CL22-10	5	X	2.00	10.00
65	Sweater Commando Black Small - Xlarge	wool	Blauer	200	2	X	40.28	80.56
65	2XLarge - 5XLarge				8	X	48.33	386.64
66	Hat Knit Black or Navy	Acrylic	Port and Company	CP90	200	X	2.48	496.00
67	Cap ball Navy, Black or Spruce	cotton twill	Daystone	24600	20	X	4.41	88.20
68	Sweatshirt hooded Ther. Lined zip jkt Navy w/ PA logo Small - Xlarge	poly/cotton	Dickies	TW6303	40	X	23.00	920.00
68	2XLarge - 5XLarge				15	X	27.00	405.00
69	Sweatshirt hooded HI-Viz Ansi 3 zip jkt Yellow w/ PA logo Small - Xlarge	poly	Dickies	VW303	30	X	47.00	1,410.00
69	2XLarge - 5XLarge				15	X	53.00	795.00
70	Parka Cotton Navy w/scotch lite tape and hood Small - Xlarge	100% Cotton	Stealth	1129	50	X	159.99	7,999.50
70	2XLarge - 5XLarge				60	X	175.99	10,559.40
71	Hi-Viz 5 in 1 Parka, Jacket & Vest Class 3/Class 2 Small - Xlarge	VizMax	Spiewak	S525V & S577V	300	X	229.00	68,700.00
71	2XLarge - 5XLarge				25	X	274.80	6,870.00
72	Polo Shirt Short Sleeve w/ PA Embroidery Blk/Khaki/Navy/Burgundy Small - XLarge	100% Poly	Red Kap	SK08 & SK78	15	X	19.00	285.00
JW. 72	2XLarge - 5XLarge				20	X	21.00	420.00

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

CLEAN RENTAL SERVICES, INC.

Rev. 2/12/10 (PA/PATH)

4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
73	Coverall Cotton Duck Insulated Bib Black Small - XLarge	100% cotton	Dickies	TB839	12	X	41.85	502.20
73	2XLarge - 5XLarge				15	X	50.22	753.30
74	Coverall Cotton Duck Insulated Black Small - XLarge	100% cotton	Dickies	TV239	5	X	71.55	357.75
74	2XLarge - 5XLarge				3	X	78.70	236.10
75	Coat Fire Rated Duck Trad HRC4-Brown w/ FR Ref Tape Small - Xlarge	100% cotton	Carhartt	FRC066	5	X	269. ⁰⁰	1,345. ⁰⁰
75	2xLarge - 5XLarge				3	X	309. ⁰⁰	927. ⁰⁰
76	Hood Fire Rated Duck Universal Brown	100%cotton	Carhartt	FRA265	8	X	45. ⁰⁰	360. ⁰⁰
77	Pants double pleated Male Navy 28 - 42	Poly Wool	VF	PW16NV	50	X	38. ⁰⁰	1,900. ⁰⁰
77	44 - 56				25	X	54.72	1,368. ⁰⁰
78	Shirt long sleeve Kenton Male w/Toll Collector Embroidery Burgundy Small - Xlarge	Poly Cotton	VF	1T12	100	X	26. ⁰⁰	2,600. ⁰⁰
78	2XLarge - 5XLarge				50	X	31.20	1,560. ⁰⁰
79	Pants everyday Male Navy 28 - 42	Poly Cotton	VF	PT38NV	50	X	18.10	905. ⁰⁰
79	44 - 56				25	X	26.60	665. ⁰⁰
80	Shirt short sleeve Kenton Male w/Toll Collector Embroidery Burgundy Small - Xlarge	Poly Cotton	VF	1T22	100	X	24. ⁰⁰	2,400. ⁰⁰
80	2XLarge - 5XLarge				50	X	28.80	1,440. ⁰⁰
81	Slack single pleated Female Navy 4 - 20	Poly Wool	VF	PW17NV	60	X	28. ⁰⁰	1,680. ⁰⁰
81	22 - 30				10	X	54.72	547.20

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

PART IV - 16
Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
82	Slack no pleats Female Navy 4 - 20	Poly Wool	VF	PW18NV	15	X	36.00	540.00
82	22 - 30				12	X	51.84	622.08
83	Skirt classic 26" Female Navy 4 - 20	Poly Wool	Edwards	9725-07	3	X	46.00	138.00
83	22 - 30				3	X	66.24	198.72
84	Shirt long sleeve Kenton Female Burgundy 4 - 20	Poly Cotton	VF	IT11	135	X	26.00	3510.00
84	22 - 30				80	X	37.44	2995.20
85	Slack everyday Female Navy 4 - 20	Poly Cotton	VF	PT39NV	70	X	18.10	1267.00
85	22 - 30				25	X	26.06	651.50
86	Skirt side elastic Female Navy 4 - 20	Poly	Edwards	9270-07	2	X	27.00	54.00
86	22 - 30				4	X	38.88	155.52
87	Shirt short sleeve Kenton Female Burgundy Small - XLarge	Poly Cotton	VF	IT21	140	X	24.00	3360.00
87	2XLarge - 3XLarge				65	X	28.80	1872.00
88	Slack everyday w/panel Navy 4 - 20	Poly Cotton	Cintas	111372-20	3	X	21.00	63.00
88	22 - 30				1	X	25.20	25.20
89	Maternity Dress Female w/Toll Collector Embroidery Navy Small - XLarge	poly	Cintas	111753-20	1	X	95.00	95.00
89	2XLarge - 3XLarge				1	X	95.00	95.00
90	Maternity Polo Female w/Toll Collector Embroidery Navy Small - XLarge	Poly Cotton	Cintas	67042-29	3	X	21.00	63.00
90	2XLarge - 3XLarge				1	X	25.20	25.20

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

PART IV - 17

Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
91	Turtleneck w/Toll Collector Embroidery Navy Small - XLarge	Cotton	Sanmar	K322	75	X	18.81	1410.75
91	2XLarge - 5XLarge				60	X	27.08	1624.80
92	Cardigan Sweater w/Toll Collector Embroidery Navy Small - XLarge	Acrylic	SAI	6745	75	X	30.95	2321.25
92	2XLarge - 5XLarge				50	X	44.57	2228.50
93	Cardigan Sweater Vest w/Toll Collector Embroidery Navy Small - XLarge	Acrylic	SAI	4928	75	X	28.95	2171.25
93	2XLarge - 5XLarge				50	X	41.69	2084.50
94	System Fleece w/Toll Collector Embroidery Navy Small - XLarge	Acrylic	Sanmar	JP77	25	X	44.00	1100.00
94	2XLarge - 5XLarge				25	X	52.80	1320.00
95	Cap Baseball 6 panel w/Toll Collector Embroidery Navy	Poly Cotton	Daystone	24600	140	X	6.10	854.00
96	Pants plain front comfort Male Navy 28 - 42	Poly Cotton	VF	PT20NV	30	X	19.95	598.50
96	44 - 56				15	X	28.73	430.95
97	Pants plain front comfort Female Navy 4 - 20	Poly Cotton	VF	PT21NV	12	X	19.95	239.40
97	22 - 30				2	X	28.73	57.46
98	Shirt Aviator L/S PKT FLPS w/Security Guard Embroidery White Small - XLarge	Poly Cotton	Edwards	1260-00	40	X	32.00	1280.00
98	2XLarge - 5XLarge				15	X	46.08	691.20
99	Shirt Aviator S/S PKT FLPS w/Security Guard Embroidery White Small - XLarge	Poly Cotton	Edwards	1210-00	40	X	30.00	1200.00
99	2XLarge - 5XLarge				15	X	43.20	648.00

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

PART IV - 18
Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

ITEM #	DESCRIPTION	FABRIC	MFG	STYLE	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
100	Turtleneck w/Security Guard Embroidery White Small - XLarge	Cotton	Sanmar	K322	15	X	18.81	282.15
100	2XLarge - 5XLarge				10	X	27.08	270.80
101	System Fleece w/Security Guard Embroidery Navy Small - Xlarge	Acrylic	Sanmar	JP77	7	X	44. ⁰⁰	308. ⁰⁰
101	2XLarge - 5XLarge				1	X	52.80	52.80
102	Jacket 3 Season w/Security Guard Embroidery Navy Small - Xlarge	Nylon	VF	JT10NV	6	X	36. ⁰⁰	216. ⁰⁰
102	2XLarge - 5XLarge				2	X	43.20	86.40
103	Cap Baseball 6 panel w/Security Guard Embroidery Navy	Poly Cotton	Daystone	24600	18	X	6.10	109.80
104	Parka heavy weight w/scotch lite tape & hood Black Small - Xlarge	Nylon	Red Kap	JP70	30	X	152. ⁰⁰	4,560. ⁰⁰
104	2XLarge - 5XLarge				12	X	173. ⁰⁰	2,076. ⁰⁰
105	Soil Dump Locker	Steel	Change-0-Matic	10100	10	X	195. ⁰⁰	1,950. ⁰⁰
106	Heat Seal Patch Affixing Charges				3000	X	.90	2,700. ⁰⁰
107	Sew on Emblem Affixing Charges				3000	X	.90	2,700. ⁰⁰
108	Badge Tab Affixing Charges				1000	X	1.80	1,800. ⁰⁰
Section B - WORK AND DRESS UNIFORM ITEMS - DIRECT PURCHASE Estimated One Year Total:								339,389.69

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

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Rev. 2/12/10 (PA/PATH)

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

SECTION C: PRICING SHEET FOR LAUNDERING NOG ITEMS

ITEM #	DESCRIPTION	FABRIC	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
1	Work Shirt L/S & S/S	poly/cotton	194	X	1.20	232.80
2	Work Shirt L/S & S/S	100% cotton	135	X	1.20	162.00
3	Supv. Dress Shirt l/s & s/s Male	poly/cotton	35	X	1.60	56.00
4	Supv. Dress Shirt l/s & s/s Female	poly/cotton	17	X	1.60	27.20
5	Supv. Dress Shirt l/s & s/s Male	poly/cotton	38	X	1.60	60.80
6	Supv. Dress Shirt s/s Female	poly/cotton	57	X	1.60	91.20
7	TBA Dress Shirts Male L/S & S/S	poly/cotton	49	X	1.60	78.40
8	Work Pants	poly/cotton	165	X	1.60	264.00
9	Work Pants	100% cotton	165	X	1.60	264.00
10	Painter Pants	100% cotton	2	X	1.60	3.20
11	Supv Pants Navy Male	poly/wool	6	X	2.80	16.80
12	Supv Pants Lt Gry Male	poly/wool	2	X	2.80	5.60
13	Supv Pants Pltd Male	poly/wool	27	X	2.80	75.60
14	Supv Pants Pltd Female	poly/wool	17	X	2.80	47.60
15	Supv Skirt Female	poly/wool	13	X	3.20	41.60
16	Blazer Male Navy	poly/wool	4	X	4.00	16.00
17	Blazer Female	poly/wool	6	X	4.00	24.00
18	Vest Tunic	100% Poly	8	X	2.00	16.00
19	Eisenhower Jacket	poly/cotton	30	X	2.00	60.00

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ITEM #	DESCRIPTION	FABRIC	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
20	Coverall Fisher Cloth	100% cotton	2	X	2.00	4.00
21	Coverall Insulated	poly/cotton	30	X	5.60	168.00
22	Coverall Fire Rated	Indura Ultra	13	X	2.40	31.20
23	Smock	poly/cotton	3	X	1.60	4.80
24	Lab Coat White Male	poly/cotton	2	X	1.60	3.20
25	Lab Coat White Female	poly/cotton	2	X	1.60	3.20
26	Chef Coat White	poly/cotton	2	X	1.60	3.20
27	Shop Coat Post	poly/cotton	2	X	1.60	3.20
28	Sheet flat Twin 66" x 104" White	combed cotton	4	X	1.60	6.40
29	Pillow Case 42" x 34" White	combed cotton	4	X	1.00	4.00
30	Tablecloth 144" x 60" White	poly/visa	2	X	2.00	4.00
31	Blazer SB Male Oxford w/Aviation Embroidery	poly/wool	6	X	4.00	24.00
32	Blazer SB Female Oxford w/Aviation Embroidery	poly/wool	4	X	4.00	16.00
33	Pocket Tee w/ PA logo	100% cotton	1430	X	.60	858.00
34	Pocket Tee Long Sleeve	100% cotton	24	X	.60	14.40
35	Tee Shirt Hi-Viz Ansi Class II w/ PA logo	100% poly	16	X	1.20	19.20
36	Polo shirts long sleeve w/Path Embroidery	100% cotton	60	X	2.40	144.00
37	Polo shirts short sleeve w/Path Embroidery	100% cotton	60	X	2.40	144.00
38	Work Pants Male Pleated	poly/cotton	20	X	1.60	32.00

ITEM #	DESCRIPTION	FABRIC	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
39	Work Pants Female Pleated	poly/cotton	20	X	1.60	32.00
40	Parka 3 in 1 w/safety striping & PA or Path Embroidery	poly/cotton	14	X	7.20	100.80
41	Duty Jacket w/safety striping	Nylon	30	X	4.80	144.00
42	Cardigan Sweater Wine Small - Xlarge	Acrylic	10	X	2.40	24.00
43	Pullover Sweater ls v-neck	Acrylic	8	X	2.40	19.20
44	Sweater vest V-neck Wine Small - Xlarge	Acrylic	4	X	2.40	9.60
45	Tie Male Micro Check Pattern	100% Poly	8	X	2.00	16.00
46	Ascot Female	100% Poly	5	X	2.00	10.00
47	Tie Clip-on Black	poly	1	X	2.00	2.00
48	Sweater Commando Black	wool	4	X	2.40	9.60
49	Sweatshirt hooded Ther. Lined zip jkt w/ PA logo	poly/cotton	12	X	2.40	28.80
50	Sweatshirt hooded HI-Viz Ansi 3 zip jkt w/ PA logo	poly	10	X	2.40	24.00
51	Parka Cotton Navy w/scotch lite tape and hood	100% Cotton	22	X	4.80	105.60
52	Hi-Viz 5 in 1 Parka, Jacket & Vest Class 3/Class 2	VizMax	65	X	7.20	468.00
53	Polo Shirt Short Sleeve w/ PA Embroidery Blk/Khaki/Navy/Burgundy	100% Poly	7	X	2.40	16.80
54	Coverall Cotton Duck Insulated Bib Black	100% cotton	6	X	5.60	33.60
55	Coverall Cotton Duck Insulated Black	100% cotton	2	X	5.60	11.20
56	Coat Fire Rated Duck Trad HRC4-Brown w/ FR Ref Tape	100% cotton	2	X	4.80	9.60
57	Hood Fire Rated Duck Universal Brown	100% cotton	2	X	1.60	3.20

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ITEM #	DESCRIPTION	FABRIC	EST. ANNUAL NO. OF ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
58	Pants double pleated Male Navy	Poly Wool	15	X	2.80	42.00
59	Shirt long sleeve Kenton Male w/Toll Collector Embroidery Burgundy	Poly Cotton	30	X	1.60	48.00
60	Pants everyday Male	Poly Cotton	15	X	1.60	24.00
61	Shirt short sleeve Kenton Male w/Toll Collector Embroidery Burgundy	Poly Cotton	30	X	1.60	48.00
62	Slack single pleated Female Navy	Poly Wool	15	X	2.80	42.00
63	Slack no pleats Female	Poly Wool	6	X	2.80	16.80
64	Skirt classic 26" Female	Poly Wool	2	X	3.20	6.40
65	Shirt long sleeve Kenton Female	Poly Cotton	45	X	1.60	72.00
66	Slack everyday Female	Poly Cotton	20	X	1.60	32.00
67	Skirt side elastic Female	Poly	2	X	3.20	6.40
68	Shirt short sleeve Kenton Female Burgundy	Poly Cotton	40	X	1.60	64.00
69	Slack everyday w/panel	Poly Cotton	2	X	1.60	3.20
70	Maternity Dress Female w/Toll Collector Embroidery	poly	2	X	3.20	6.40
71	Maternity Polo Female w/Toll Collector Embroidery	Poly Cotton	2	X	2.40	4.80
72	Turtleneck w/Toll Collector Embroidery	Cotton	30	X	1.20	36.00
73	Cardigan Sweater w/Toll Collector Embroidery	Acrylic	25	X	2.40	60.00
74	Cardigan Sweater Vest w/Toll Collector Embroidery	Acrylic	25	X	2.40	60.00
75	System Fleece w/Toll Collector Embroidery	Acrylic	1	X	2.40	2.40

10-31-11A11:16 RCVD

ITEM #	DESCRIPTION	FABRIC	EST. ANNUAL NO. OF. ITEM	X	Unit Prices	ESTIMATED 1 YR PRICING
76	Pants plain front comfort Male	Poly Cotton	10	X	1.60	16.00
77	Pants plain front comfort Female	Poly Cotton	5	X	1.60	8.00
78	Shirt Aviator L/S PKT FLPS w/Security Guard Embroidery White	Poly Cotton	10	X	1.60	16.00
79	Shirt Aviator L/S & S/S PKT FLPS w/Security Guard Embroidery White	Poly Cotton	15	X	1.60	24.00
80	System Fleece w/Security Guard Embroidery	Acrylic	3	X	2.40	7.20
81	Jacket 3 Season w/Security Guard Embroidery	Nylon	3	X	2.40	7.20
82	Parka heavy weight w/scotch lite tape & hood Black	Nylon	10	X	4.80	48.00
Section C - LAUNDERING - NOG ITEMS Estimated One Year Total:						4798.40

Section A Total : \$948,788.88
Section B Total : \$339,389.69
Section C Total : \$ 4798.40

J.W. Estimated 1 yr. Grand Total : \$1,292,976.97

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PART V – SPECIFICATIONS

1. Scope of Work Overview

Two types of service are required. The first type of service is for work and dress uniform rental. These garments require laundering and/or dry cleaning. The **Rental Service Program** is required to provide work and dress uniforms as specified herein, to maintenance and supervisory staff at all Port Authority facilities. In addition to the uniforms, the Rental Service Program is to include various Linen type products such as pillow-cases, sheets, tablecloths, table skirts, napkins, aprons and such like items as needed for various operational services. The Rental Service shall provide measuring of Port Authority Employees at the various facility locations prior to the issuance of garments. The measuring of employees will continue throughout the duration of contract for seasonal personnel as well as new permanent employees.

The second type of service required is a **Direct Purchase Program** to provide new work and dress uniforms to employees within the Port Authority to include PATH, Port Authority Operations, Aviation Operations, Toll Collectors and Security Guards. The Direct Purchase Program will also be utilized by the employees within the rental program. This program may require Contractor to measure prior to issuance of garments. The designated Unit or Facility Representatives will inform the Contractor as to which service is needed at a particular time.

2. Specific Definitions

To avoid undue repetition, the following terms whenever they occur in this Contract or any of the other papers forming a part of this Contract shall be construed as follows:

- (1) The terms "facility", "location", "work site" or "site", or words of similar import, unless otherwise specified shall mean the locations serviced, described in Section 3, "Locations Serviced".
- (2) The term "Port Authority Uniform Services Contract Administrator", "Manager" or "General Manager" shall mean Robert McCrorken for the time being or his/her successor in duties, acting personally or through his/her authorized representative for the purpose of this Contract.
- (3) The term "week" unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays and holidays included.
- (4) The term "personnel", "staff", or "team" shall mean employees of the Contractor or of a subcontractor who perform labor or services at the work site.
- (5) The term "notice" shall mean written notice.

- (6) Whenever they refer to the work in its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed" and words of similar import shall mean directed, required, permitted, ordered, designed or prescribed by the Manager, and "approved", "acceptable", "satisfactory", and words of similar import shall mean approved by or acceptable or satisfactory to the Manager; and "necessary", "reasonable", "proper", "correct" and words of similar import shall mean necessary, reasonable, proper or correct in the judgment of the Manager. Whenever "including", "such as", or words of similar import are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.
- (7) The terms "Scope of Work" and "Specifications" are sometimes herein used synonymously as the context may require.
- (8) The portion of the service that requires the rental, laundering and dry cleaning of work and dress uniforms and linens shall be referred to as the "Rental Program".
- (9) The portion of the service that requires the purchase and distribution of work and dress uniforms and supplemental items shall be referred to as "Direct Purchase".
- (10) "Facility Representative" or "Unit Representative" shall be the individuals identified by the Port Authority, authorized to place orders under this Contract, and shall be the Contractor's primary contact for each facility or unit serviced by this Contract.
- (11) The term "NOG" shall mean garments that are not part of the rental program. These garments, in most cases, have been purchased through the Direct Purchase Program but do not require weekly cleaning; rather they require only periodic cleaning. Other NOG items include garments or other articles that were not purchased through this Contract but may require cleaning. These items may include, but are not limited to, lead contaminated uniforms or flags.

3. Locations Serviced

The Contractor will be required to provide once a week laundry pick-up / drop-off service at the following Port Authority facilities. All service is to be provided Monday thru Friday between the hours of 7 AM to 3 PM,

FACILITY LOCATIONS

Brooklyn Piers

90 Columbia St.
Brooklyn, N.Y. 11201
Rental: 3 locations
Direct Purchase: 5 locations

George Washington Bridge

Port Authority Administration Building
South Marginal Road & Lemoine Ave.
Fort Lee, N.J. 07024
Rental: 15 locations
Direct Purchase: 18 locations

George Washington Bridge Bus Station

4211 Broadway
New York, N.Y. 10033
Rental: 1 location
Direct Purchase: 3 locations

Port Authority Technical Center

241 Erie Street
Jersey City, N.J. 07310
Rental: 31 locations
Direct Purchase: 44 locations

Gateway Center

100 Mulberry St.
Newark, N.J. 07102
Rental: 1 location
Direct Purchase: 9 locations

Downtown Manhattan Heliport

6 East River Piers (FDR Drive)
New York, N.Y. 10004
Direct Purchase: 4 locations

Holland Tunnel
13th & Provost St.
Jersey City, N.J. 07310
Rental: 10 locations
Direct Purchase: 14 locations

John F. Kennedy International Airport
Jamaica, N.Y. 11430
Rental: 18 locations
Direct Purchase: 32 locations

Journal Square Transportation Center
1 PATH Plaza
Jersey City, N.J. 07306
Rental: 2 locations
Direct Purchase: 15 locations

LaGuardia Airport
Jackson Heights, N.Y. 11371
Rental: 17 locations
Direct Purchase: 23 locations

Lincoln Tunnel
Administration Building
500 Blvd. East
Weehawken, N.J. 07087
Rental: 13 locations
Direct Purchase: 15 locations

Newark Liberty International Airport
Newark, N.J. 07114
Rental: 15 locations
Direct Purchase: 24 locations

Newark Legal Center
1 Riverfront Plaza
3rd floor
Newark, N.J. 07102
Direct Purchase: 1 location

Port Authority Bus Terminal
New York, N.Y. 10018
Rental: 14 locations
Direct Purchase: 19 locations

Port Authority of NY & NJ
225 Park Ave. South
New York, N.Y. 10003
Direct Purchase: 6 locations

Port Authority of NY & NJ
233 Park Avenue South
New York, NY 10003
Rental: 1 location
Direct Purchase: 2 locations

Port Newark Marine Terminal
Port Newark, N.J. 07114
Rental: 5 locations
Direct Purchase: 7 locations

Staten Island Bridge/Goethals Bridge
Administration Building
2777 Goethals Rd. North
Staten Island, NY 10303
Rental: 7 locations
Direct Purchase: 13 locations

NJ Vent Building South
Baldwin Avenue
Weehawken, NJ 07086
Rental: 1 location

Stewart International Airport
New Windsor, NY 12553
Direct Purchase: 1 location

Jersey Avenue Maintenance Shop
777 Jersey Avenue
Jersey City, NJ 07310
Rental: 5 locations
Direct Purchase: 6 locations

Teleport
1 Teleport Drive
Staten Island, N.Y. 10311
Rental: 2 locations

Port Authority of NY & NJ
2 Montgomery Street
Jersey City, New Jersey
Rental: 1
Direct Purchase: 1

Teterboro Airport
Teterboro, N.J. 10311
Rental: 1 location
Direct Purchase: 3 locations

Car Equipment Division
145 Steuben St.
Jersey City, N.J. 07302
Direct Purchase: 2 locations

Hoboken Waterfront Development
Hoboken, N.J. 07030
Direct Purchase: 1 location

World Trade Center Site
Church and Vessey St.
New York, N.Y. 10048
Direct Purchase: 1 location

Port Ivory
40 Western Ave.
Staten Island, N.Y. 10311
Rental: 2 locations
Direct Purchase: 1 location

Elizabeth Marine Terminal
Kellogg St.
Port Elizabeth, NJ
Direct Purchase: 1 location

World Trade Center Business Office
115 Broadway
New York, NY 10048
Direct Purchase: 1 location

Rental Locations: There are approximately 151 active locations within the Port Authority that will participate in the Rental Program, which include pick-up and delivery to and from lockers and/or individual offices.

Direct Sales Locations: There are approximately 261 locations within the Port Authority that will participate in the Direct Sales Program which include delivery to facility location representatives and/or individual offices.

All deliveries under the Rental and Direct Purchase Programs are to be made by the Contractor, with delivery acknowledged and accepted by the Port Authority by authorized signature. No mail or courier service such as UPS/Fedex deliveries will be accepted.

The Port Authority Uniform Services Contract Administrator shall have the unilateral right to add or delete delivery locations.

4. Scope of Work

A. Rental Service - Scope of Work

The Contractor shall furnish factory new, unused, no seconds work and dress uniform shirts, pants, blazers, Eisenhower jackets, winter parkas and coveralls, as specified at the commencement of the Contract period, unless otherwise noted in the paragraph entitled "Transition Garments". Repair or replacement of worn, badly stained or excessively repaired garments, shall be done as needed, and items being replaced are to be returned to the Contractor. All replacement garments are to be factory new, unused, no seconds work and dress uniform. Any used or previously worn or repaired uniform items will not be acceptable.

Each employee receiving rental work uniforms will require eleven (11) work shirts, eleven (11) work pants, two (2) Eisenhower jackets and one (1) winter parka. Depending on the job classification the following may also be required: (1) insulated coveralls, (1) Fire Resistant coveralls, (1) Fire Resistant insulated coveralls, (1) Hi Viz Parka and (2) fisher cloth coveralls.

Electricians will require garments that meet NFPA70E standards.

Each employee receiving rental dress uniforms will require eleven (11) dress/polo shirts, two (2) sweaters, 1 parka and (11) pants (or skirts). Depending on the job classification the following may also be required: (1) insulated coveralls, (1) Fire Resistant coveralls, (1) Fire Resistant insulated coveralls, (1) Hi Viz Parka and (2) fisher cloth coveralls.

Job classifications such as cafeteria staffing, medical personnel and such items that pertain to these types of operations may also be required; if needed, Facility or Unit Representatives and/or the Uniform Services Contract Manager will provide uniform allotments and/or linen type products required for those such locations.

The Contractor will be required to provide once a week service to all Port Authority facilities located in New York and New Jersey.

Emblems and heat seal patches shall be supplied to the Contractor and the Contractor shall affix them to all shirts, jackets, coveralls and parkas. A volume of garments require, in addition to emblems and/or patches, badge tabs, custom safety striping. Some may require Fire Resistant rated striping which must be approved by the Port Authority's Risk Management Department, embroidery and screen printing. The contractor shall be responsible for all direct embroidery, custom safety striping and screen printing.

All work uniforms must be laundered, pressed and folded to fit into a standard ten bank Change-O-Matic laundry locker. The use of hangers for work uniforms is not acceptable.

All dress shirts, blouses and poly/cotton pleated pants are to be laundered, pressed, put on hangers and individually poly wrapped. All male and female blazers, sweaters, ties, scarves, poly/wool blend pants and skirts are to be dry-cleaned, pressed, put on hangers

and individually poly wrapped. All hanger delivery items are to be returned to the shop or office location of the person indicated on the identification label of the garment.

1. Rental Uniform Supply Requirements

The Rental Service shall provide for measuring of Port Authority staff members within the listed Port Authority facility locations prior to the issuance of garments.

Initial measuring must be performed at all Port Authority facilities during both day and night shifts. All employees must be personally measured by the uniform service staff members. The use of drop off fit-range samples will not be acceptable. With the cooperation of the Port Authority Uniform Services Contract Administrator the Contractor will develop a schedule to have all employees measured. The Contractor must meet this requirement for new enrollees in the program within thirty (30) business days of receipt of the Initial Master Roster. Existing enrollees shall be serviced in accordance with Paragraph 2., entitled "Transition Garments". Any delay in satisfying this requirement may result in the application of Liquidated Damages.

The distribution of initial uniform issue must be completed within ten (10) business days after the date of measurement. Returns for unacceptable garments shall be replaced with new garments within ten (10) business days at no additional cost to the Port Authority.

2. Transition Garments

Within approximately sixty (60) days of the commencement of this Contract, the Port Authority will provide Contractor with an Initial Master Roster of all Port Authority employees that will participate in the Rental Program under this Contract. Contractor will not be required to provide new garments or measure employees on the initial Master Roster that were also participants in the Rental Program under the predecessor contract, Contract No. 4600006316 at the commencement of the Contract, unless specifically requested to do so by the Uniform Services Contract Administrator or the Unit or Field Representatives. Employees that are on the initial Master Roster that were not participants in the predecessor contract shall be considered new enrollees and must be measured and issued garments in accordance with the above section entitled Rental Uniform Supply Requirements. The Port Authority shall have the ability to modify the Initial Master Roster if necessary and will provide the Contractor with a complete updated Initial Master Roster.

3. Service Cycle

All Port Authority employees participating in the Rental Service will require a once a week pick-up and delivery. The week shall begin on Monday and end on Friday. All service shall take place during normal business hours (7:00 AM - 3:00 PM). No "Off-Hour" service will be accepted, except in emergency situations, as referenced below. All garments picked up for laundering must be laundered and returned the following week. All garments picked up for dry-cleaning must be dry-cleaned and returned the following week. (example: garments picked up on Monday must be laundered or dry cleaned and returned the following Monday). The Contractor should be aware that due to emergency

and/or hazardous situations that may occur, the Contractor will be contacted to pick up and/or deliver on off day or off hour schedules and same must be done within twenty four (24) hours of notification.

4. **Cleaning**

- a. All Rental garments are to be laundered or dry cleaned in accordance with the most modern standard practices using up to date processing equipment. All laundering or dry cleaning processes must meet the standards of the Textile Rental Service Association (TRSA) and The American Institute of Dry Cleaning.

The Contractor must also be able to conform to the latest LEAD CONTAMINATION and BLOODBORNE PATHOGEN STANDARDS, where applicable. These job classified employee garments must have distinct ID tags to inform all in contact that special handling to include safety procedures and cleaning is required. These items upon pick-up will be bagged, sealed and labeled lead or bloodborne contaminated. Designated bins have been established within the Port Authority facilities for these pick-ups. These items should not be exposed to clean and or other soiled garments upon pick-up. Lead contaminated and bloodborne garments once cleaned and serviced should be returned to the appropriate facilities with each garment individually packaged and delivered to the ID routing code locations. (These locations will be individual employee lockers and/or designated locations.) The returns of these garments may vary from their original pick-up locations. These pick-ups will be the only soil that will not require stroke counts upon pick-up, but a stroke count of its returns will be required and copy of the counts to be left with the facility.

5. **Garment Repairs and Alterations**

Within five (5) working days of notification the Contractor shall repair all work and dress uniform items as specified below:

- a. Repair of uniform seams shall be accomplished by sewing (stitching) manner consistent with the original manufacture of the item and with a preshrunk, color- fast thread of like weight and color. This shall include the necessary lock and /or reinforcing stitches needed to keep the repair from unraveling.
- b. Replacement of buttons, snaps, hooks and eyes, fasteners, ties, zipper etc; shall be accomplished by replacing broken or worn components and by stitching and/or fastening said items to the uniform in a manner consistent with the originally manufactured item.
- c. The repairing of rips and /or tears of uniform items shall be accomplished by sewing (stitching) rips and/or tears together with double, triple, and or reinforced stitching as may be needed to properly mend a serviceable repair. "Iron-on" patches shall not be used for repairing work uniform items.

6. Rental Uniform Specifications

The Port Authority intends to provide Rental uniforms to staff engaged in maintenance, production and operational activities, which require attire to withstand extensive exposure to wear and tear and heavy soiling, including but not limited to: e.g. electricians, automotive mechanics, painters, maintenance, food service, reproduction, mailroom, printers, welders, medical personnel and maintenance or operations supervisory staff. See Attachment "A" for "Uniform Specifications".

7. Garment Identification Labeling and Barcoding

All rental garments are to have affixed to them by the Contractor, a thermo-patch identification label that indicates employees name, date of garment issue, stop number, Change-O-Matic locker bank number and locker number.

In addition, within thirty (30) days of execution of this Contract, the Contractor shall establish a check-in/ check-out barcode-inventory system at all locations. The check-in/out system must show the number of pants, shirts, coveralls, jackets, etc. turned in by each employee and the number of pants, shirts, coveralls, jackets, etc. returned by the Contractor each week. The system shall also show the stop number, Port Authority employee number, employee name and locker number. The Contractor shall have the ability to print and issue reports containing this information and shall be required to do so upon request by the Port Authority.

8. Change -O- Matic Lockers

The Port Authority owns all the "Change-O-Matic" laundry lockers required for the rental program. These Change-O-Matic lockers are located at all Port Authority facilities. If, during the term of the Contract, it is determined by the Port Authority Uniform Services Contract Administrator that new or additional lockers are required it will be the responsibility of the Port Authority to provide them.

All laundered work uniforms SHALL be folded and returned to fit in the standard ten-bank Change-O-Matic laundry lockers. Hanger service SHALL NOT be accepted for any rented work uniform.

Employees currently assigned an existing Change-O-Matic locker location must remain in that locker. The assigned Port Authority Unit or Field Representative shall utilize vacant lockers at each stop location to assign locker locations to new employees.

The Contractor shall be responsible for updating the Master Roster as employees are added, removed and transferred during the term of the contract. There is a heavy volume of transfers within the Port Authority this is to include but not limited to job transfers, locker transfers, location transfers, provisional management or field positions, seasonal and temporary assignments. Some transfers will require a change in garment issue to meet that job classification needs. (See Section 11 Employee Change in Status). The updated Master Roster will be one of the monthly reports that is required to be supplied by the Contractor to the Uniform Service Contract Administrator in Microsoft Excel format and such report must be sortable by name, Port Authority employee I.D. number, stop number and location.

9. Uniform Allotments

Work Uniforms

The Port Authority standard work uniform allotments shall consist of the Uniform Rental Industry standard for once a week service of 11 shirts and 11 pants. See Exhibit "B" "Job Classifications and Uniform Allotments". All work uniforms are to be laundered, pressed and folded. In addition, they may receive the following basic issue that may require weekly laundering:

- 2 Eisenhower Jackets
- 1 Winter Parka and/or Hi Viz
- 1 Insulated Coverall
- 2 coveralls

Dress Uniforms

All Port Authority standard dress uniform allotments shall consist of the Uniform Rental Industry standard for once a week service of 11 dress shirts or polo shirts and 11 pants or skirts. See Exhibit "B" "Job Classifications and Uniform Allotments". Dress uniforms are to be laundered or dry cleaned, individually poly wrapped and put on hangers.

In addition they may receive the following basic issue:

- 2 Blazers
- 1 Sweater
- 2 Ties/scarves
- 1 3 in 1 Parka and/or Hi Viz
- 1 Insulated Coverall
- 2 coveralls

These allotments may change at any time during the course of the contract. Any increase in uniform allotments or uniform items beyond the quantities enumerated above must be approved in writing by The Port Authority Uniform Services Contract Administrator prior to issue.

10. Rental Uniform Ordering Procedures

The Unit or Field Representatives will contact the Contractor and make arrangements for the Contractor to come out and measure new employees as they are added to the Rental Program. Once measurements have been done, the Port Authority authorized personnel will forward the order to the Contractor by on line ordering or by fax.

Fax Ordering

The Contractor shall provide and maintain a dedicated fax number and machine to receive and process requests for Work or Dress uniforms. All uniforms requests made via fax must be submitted on a completed "Uniform Services Request for Uniforms Requisition", form PA 3703.

The Facility or Unit Representative will fax the completed PA3703 form to the Uniform Services Contract Administrator. The Uniform Services Contract Administrator will then issue the order to the Contractor. If the Contractor receives an order from anyone other than the Uniform Services Contract Administrator, it shall confirm with the Uniform Services Contract Administrator the validity of the order prior to proceeding. Contractor will not be compensated for orders that have not been received from or verified by the Uniform Services Contract Administrator. A copy of the PA 3703 is to remain on file with the originator and the Contractor.

The form PA3703 will indicate the following:

- The employee's name and employee number
- Stop Number, locker bank number and locker number
- Uniform item description, color, size and quantity
- Unit/Facility Representative's name and authorized Signature
- Appropriate Charge Code for that individual order

Upon receipt of the PA3703 the Contractor shall prepare the uniforms making alterations to pants hems, affixing heat seal patches and emblems, badge tabs, custom safety striping, embroidery and screen printing as may be required, for delivery to the employee's locker and/or office of specified location.

The Contractor shall guarantee shipment of uniform items within 7-10 business days and special requests within 60 business days after receipt of order.

11. Employee Change in Status

Processing New Employees:

The Facility or Unit Representative will fax a completed PA3703 form to the Contractor for processing for all new employees. It may be requested that the Contractor's representative go to the facility and measure a new employee to be added to the uniform rental program.

Upon receipt of the completed PA3703 form, the Contractor shall prepare and deliver uniform to employee within 7 to 10 business day.

Processing Transferred Employees:

A transferred employee may be one who is transferring from one Change-O-Matic locker location to another with no change in job title, an employee who is transferring from a position which is not issued work uniforms; or be transferring from one job category to another requiring a change in uniform issue.

Job Transfers

An employee who transfers into a position that requires uniforms shall be processed in the same manner as a new employee using the Uniform Services Requisition, form PA3703. The Contractor must then pick up the employees uniforms and cease charging for rental and cleaning of such uniforms. The Contractor will invoice the Port Authority for any unreturned items.

Locker Transfers

When an employee transfers to another unit without a change in uniform issue, the Port Authority Facility or Unit Representative will inform the Contractor of the change by completing the Transfer information section of form PA 3703.

The Port Authority shall assign the Change-O-Matic locker. The Contractor is to add the employee location change to the MASTER ROSTER of employees participating in the Rental Program. The Contractor shall furnish and prepare Identification labels with the new location and affix labels to all uniform items.

Change of Uniform Transfers

Any employee who transfers into a position that requires a different uniform allotment shall be processed in the same manner as a new employees using the Uniform Services Requisition, form PA3703.

In addition, the employee will be required to surrender all uniform items used in his or her previous position. The Contractor shall, upon request, furnish a report that details changes, transfers and returned uniforms.

Terminated Employees

Unit or Facility Representatives will notify the Contractor in writing upon the termination of an employee that is on the Master Roster. The Contractor must then pick up the terminated employee's uniforms and cease charging for rental and cleaning of such uniforms. The Contractor will invoice the Port Authority for any unreturned items.

The loss charge cost for all unreturned uniform items or uniform items destroyed beyond repair through the fault of the Port Authority employee will be based on the price of that item as listed on the Direct Purchase Price Sheets, for the year the garment was issued

and will depreciate in value no less than 15% for each year the garment is or has been in service.

12. Pick-Up and Drop off Procedure

The Contractor shall have persons to perform the pick-up and deliver soiled uniforms ("Route Service Driver") in the manner described herein.

The Route Service Driver shall:

Record all activity on Contractor's own form to ensure all rental uniforms picked up and delivered are accounted for ("Manifest"). This stroke count is to be recorded by garment type, location, bank and locker (no bulk counts to be accepted except for linen, sheets, pillow cases and towels). A copy of the form is to be left with the Facility or Unit Representative after each pick-up and delivery. Clean delivery or new uniforms are to be delivered to the employee's Change-O-Matic lockers or office of specified location. The Contractor must provide the Manifests to the Port Authority for the relevant billing cycle with its invoices.

13. Contractor Staffing and Service Specifications

There is to be dedicated phone and fax numbers assigned directly to service of the Port Authority. These lines are to be operated by trained, dedicated staff members in customer service and account managers. These phone and fax lines are to be available during Port Authority service hours. Phone service hours being Monday thru Friday from 7:00 AM to 5:00 PM Eastern Standard Time. Fax service and on line ordering service be available 24 hours a day. These assigned service staff members are to have email access so that the Port Authority rotating shift managers can communicate thru email during off hours. This staff is to be trained on the extended detail and specifications of this Contract.

The Contractor may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. 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.

It is the responsibility of the Route Service Driver to pick-up and deliver garments. Recruiting assistance of Port Authority staff is prohibited. The Port Authority Unit or Field Representative shall review, monitor and oversee the Service Drivers' activities, collect the stroke count pick-up and delivery sheets and sign any needed invoices after confirmation of delivery. If the Service Drivers need assistance with deliveries it is to be arranged by the Contractor to provide assistance to their drivers.

Designated delivery vehicles must also be assigned to this Contract. The Port Authority will require documentation relating to such designated vehicles to be on file with the Uniform Service Contract Administrator. The Uniform Service Contract Administrator will then provide the Contractor with a Port Authority Contractor Signs which must be housed in clear sight on these vehicles. All vehicles should be locked and sealed when drivers are in the various field locations. An open vehicle becomes a safety and security issue. Vehicles can and will be inspected randomly by Port Authority Police Personnel.

The Contractor's Managers shall visit locations bi-monthly to review their operation procedures and driver activities. Upon arrival, they should meet with the Unit or Field Representatives and/or Manager and confirm that all is going according to the terms and conditions of the Contract. This schedule should be shared with the Uniform Service Contract Administrator so that he/she can inform the Facility's management of the Contractor's visits. The Uniform Service Contract Administrator may be present at these visits.

Port Authority items shall be maintained by Contractor in a secure location, including uniforms, patches and emblems. Many items, if mishandled can become of a safety and security issue.

The Uniform Service Contract Administrator will also be making scheduled visits to the Contractor's production plant to review and inspect the operation, processing procedures and random review of processed and/or to be processed orders.

B. Direct Purchase - Scope of Work

The Contractor shall provide, Direct Purchase service for the purchase and distribution of factory new, first quality, unused (no seconds) work and dress uniforms and accessories such as outerwear, ties, belts, sweaters and Tee shirts as requested on the PA3703 form. The Direct Purchase program will service employees which will include, PATH, Port Authority Operations, Aviation staff, Toll Collectors and Security Guards located at all Port Authority facilities. These staff members do not require regular laundering or dry cleaning. The Direct Purchase program may also provide Tee shirts, belts and other accessories to all those participating in the Rental Program. See Attachment "A" for "Uniform Specifications".

All work uniforms are to be folded and delivered to the designated location. All dress uniforms are to be delivered on hangers and poly wrapped and delivered to same.

All deliveries are to be invoiced individually by employee, employee number and stop. These invoices are to be proofed against the delivery being made at the Central Warehouse. An authorized Port Authority Representative will then sign and date these individual invoices which must accompany the monthly billing reports. A copy is to be kept on file by the Contractor. This information can and will be required at times for employee or unit/facility purchase history.

1. Garment Alterations and Customization

The Contractor shall be responsible and prepare the uniforms making alterations to pants hems, affixing heat seal patches and emblems, badge tabs, custom safety striping, direct embroidery and silk screening as needed. The Port Authority will supply Contractor with all heat seal patches and emblems.

2. Service Cycle

Delivery for Port Authority employees participating in the Direct Purchase Program (and pick ups, if necessary), require once a week service. The week shall begin on Monday and end on Friday. All service shall take place during normal business hours (7:00 AM – 3:00 PM). No "Off-Hour" service will be accepted. The Contractor is to be aware that due to emergency and/or hazardous situations that can occur the Contractor will be contacted to deliver on off day schedules.

Fax Ordering

The Contractor shall provide and maintain a dedicated fax number and machine to receive and process requests for Work or Dress uniforms. All uniforms requests made via fax must be submitted on a completed "Uniform Services Request for Uniforms Requisition", form PA 3703. The employee requesting uniforms will be responsible for providing accurate sizing information.

The Facility or Unit Representative must fax the completed PA3703 form to the Contractor for processing and delivery.

The form PA3703 will indicate the following:

- The employee's name and employee number
- Stop Number, locker bank number and locker number
- Uniform item description, color, size and quantity
- Facility Representative's name and authorized Signature
- Appropriate charge code for that individual order

Upon receipt of the PA3703 the Contractor shall prepare the uniforms making alterations to pants hems, affixing heat seal patches and emblems, badge tabs, custom safety striping, embroidery and silk screening as needed for delivery to the employees location.

The Contractor shall confirm the validity of any order received from a Unit or Field Representative with the Uniform Services Contract Administrator.

All Direct Purchase orders are to be delivered complete.

There are approximately 350 uniform delivery stops for purposes of this Contract. The Port Authority reserves the right to increase or decrease the number of delivery points

within the Port District without cost upon written notice to the Contractor. Such change shall be effective five (5) calendar days after notification. All alterations, delivery and handling costs shall be incorporated into the unit prices.

All deliveries are to be made by designated Route Service Driver on Monday through Friday, between the hours of 7 AM and 3 PM.

No UPS/Fedex deliveries will be accepted.

5. Returns

Incorrect deliveries— The Contractor shall accept returns for all incorrect deliveries due to Contractor's error and adjust its records and invoices where applicable to reflect any such transaction. Said garments shall be returned at the Contractor's expense.

6. Expedited Delivery

The Contractor shall guarantee shipment of uniform items within 7-10 business days and special request orders within 60 business days after receipt of order.

C. Invoicing

Invoicing to Field and Unit Representatives

Invoicing shall be done by specific Unit and Facility and invoices shall be submitted by the 5th day of each month to the Port Authority specified Unit or Facility Representatives and must include the following, specific to that Unit or Facility:

- Name of each employee receiving rental service, Port Authority employee number, item number, locker number, item description, size (where applicable), quantity in possession of employee, quantity of each item cleaned under this Contract during the period covered by the invoice, unit price by item, total price by item and the date the employee was issued the specified items;
- Total number of employees in the Unit or Facility who receive rental service with total cost.
- Rental cost of all miscellaneous/ accessory items assigned to the Unit or Facility and not an individual (tablecloths, aprons, sheets, pillow cases etc.).
- Extra work charges, if any
- Item description, quantity, unit and total cost of Direct Purchase Uniform purchases. Only uniform items acknowledged by the Port Authority by an authorized signature to be received at the Central Warehouse are to be invoiced.

Invoice payments will be made net 30 days after verification of invoice(s) by the Unit/Facility Representative and/or Uniform Contract Services Administrator.

All invoices are to be sent to the Facility and Unit Representatives designated by the Port Authority.

Invoice Summary Report to Port Authority Uniform Services Contract Administrator

Monthly reporting regarding invoicing shall be submitted by the 5th day of each month. The Invoice Summary Report shall include the following:

Number of employees who are active in Rental Program

Total cost for monthly Rental Program

Total cost for monthly Extra Work Charges

Total cost for monthly NOG Cleaning Charges

Total cost for monthly Direct Purchase Program

Total cost for monthly Patch Affix Charges

Total cost for monthly Badge Tag Affixing Charges

Driver Manifests for the relevant period

The current Master Employee Roster

All Uniform Service Contract Administrator invoices are to be sent to:

The Port Authority of New York & New Jersey

Materials Management Division

Uniforms Services Administrator

777 Jersey Avenue

Jersey City, NJ 07310

D. Reports

1. Monthly Reports

The Contractor will be required to provide several reports as indicated below. All reports are to be in Microsoft Excel Format and transferred as such to CD. A hard copy of each report will also be required.

The Contractor's failure to provide any report within the time indicated may result in the application of Liquidated damages.

All reports are to be sent to:

The Port Authority of New York & New Jersey

Materials Management Division

Uniforms Services Administrator

777 Jersey Avenue

Jersey City, NJ 07310

Rental Service Reports

Detailed:

The Contractor will be required to provide a copy of the Master Roster Report with the monthly invoicing listing all employees by Stop location who receive Rental Service with detailed information to include employee issue and employee activity for the month.

Summary:

The same information as the detailed report except this report shall summarize the detailed totals by locations, amount of active employees at each location (by charge code) and total pick-up and delivery of piece count for that such location and total dollar amount for that stop location for month being invoiced.

Direct Purchase Service Report

Detailed Report:

Each monthly invoice shall be accompanied by a Direct Purchase Detail report of all garments purchased during the previous month. The report shall include all direct purchases delivered and signed for. These signed copies are to accompany the monthly reports and totals are to match the total billed for that month. Signed invoices should be sorted by location and date and attached to the direct purchase detailed report. Only garments that have been ordered by an authorized Port Authority representative, delivered and acknowledged to have been delivered by an authorized Port Authority representative are to be invoiced. The report should include in detail the stop location, account name, charge code, employee name, item description, price, quantity and total price for that item. The total at end of report must coincide with the signed copies. The report should be sorted by stop location and charge code.

Summary Report:

Each monthly invoice shall be accompanied by a Direct Purchase Summary Report. This report is to include the stop location, account name, charge code and total sales for that location and code for the month. This total must equal the Direct Purchase Detail Report.

Charge Back of Direct Purchase and Rental Program

The Contractor will provide on the 5th day of each month a computer generated chargeback report. These reports will consist of a compilation of all cost and charge codes used on the previous months orders and Uniform Services requisitions (PA3703). All charge codes will consist of up to 21 characters. The Charge Back report must be created as a Microsoft Excel Spreadsheet and transferred as such to a CD to be utilized by the Port Authority Accounting Department. The report will detail the following:

1. Alphabetically and numerically list all like codes with the total dollars charged against each code along with the total number of On-Line/Faxed order requests and requisitions using that code.
2. Provide a subtotal of all codes
3. Provide a grand total of dollars spent against all codes as well as the total number of On-Line/Faxed orders and requisitions processed.

Prior to entering the costs from any requisition, the Contractor must insure that each line item is properly charged and the totals are correct. Errors found by the Uniform Services Administrator will result in delayed processing of payment to the Contractor. These errors will need to be corrected by the Contractor and new reports must be submitted and reviewed prior to processing for payment.

Patch Affixing Report

Detail Report:

Each monthly reporting is to include a Patch Affixing Detail Report. This report is to include the stop location, account name, charge code, employee name, patch affix price, quantity and total charge for that line item.

Summary Report:

Each monthly reporting is to include a Patch Affixing Summary Report. This report is to summarize the above detail report by stop location, account name, charge code and total for that stop location.

Badge Tab Affixing Report

Detailed Report:

Each monthly reporting is to include a Badge Tab Affixing Detailed Report. This report is to include the stop location, account name, charge-code, employee name, item description it was applied to, price, quantity and total charge for the line item.

Summary Report:

Each monthly reporting is to include a Badge Tab Affixing Summary Report. This report is to include a summary of the detail report by stop location, account name, charge code and total for that stop location.

NOG Cleaning Report

Detailed Report:

Each monthly report is to include a NOG Cleaning Detail Report. This is for items laundered or dry cleaned that are not part of the Rental Program. These items require pre-authorization from the Uniform Services Contract Administrator prior to service. This report is to include the stop location, account name, charge code, employee name, item description, price, quantity and line item total for that such employee.

Each monthly reporting is to include a NOG Summary Report. This report is to summarize the above detail report by stop location, account name, charge code and total for that stop location.

Loss Report

Detailed Report:

Each monthly reporting is to include a Loss Detail Report. This report is to include the stop location, account name, charge code, employee name, item description of garments being charged for, price, quantity and total charges for that line.

Summary Report:

Each monthly reporting is to include a Loss Summary Report. This report is to summarize the detailed report by stop location, account name, charge code and total for that stop location.

Extra Work Report

All extra work is to be authorized and costs agreed upon by the Uniform Services Administrator. These charges are for any billing fees that do not fall under the provided contract guidelines as they are written.

Detailed Report:

Each monthly reporting is to include an Extra Work Detailed Report. This report is to include the stop location, account name, charge code, employee name if applies, description of work, quantity if applies and a total charge for that line.

Summary Report:

Each monthly reporting is to include an Extra Work Summary Report. This report is to summarize the detailed report by stop location, account name, cost center and a total for that stop location.

Totals Page Report

Each monthly reporting is to include a totals page. This page is to include a summary of totals for each individual reports. It should include the monthly charges in the rental, direct purchase, NOG cleaning, loss, patch affix, badge tab affix charges and extra work totals. This total must equal the invoice billed to the Port Authority for that month being processed.

Master Roster

The Port Authority shall provide contractor with the Initial Master Roster. Contractor shall establish and maintain an active Master Roster with each employee name and the employee number of employees receiving services under this Contract, sorted by each Unit and Facility, showing the number of changes furnished weekly to each employee, including size and color. The Contractor shall be responsible for maintaining and updating the Master Roster with all changes pertaining to employees participating in the Rental Uniform Program. The Contractor must record the employee, facility, stop, Change-O-Matic locker and other related information on the Master Roster. The

Contractor shall provide the Contractor Administrator with an updated copy of the Master Roster monthly.

Delivery Tickets

Contractor shall provide, upon request, delivery tickets for all garments delivered and picked-up. Each delivery and pick-up shall be verified and signed for by an authorized Port Authority Field or Unit Representative.

2. Quarterly Reporting

On the 5th day of each calendar year quarter the Contractor must provide a detailed and summary report for that such recent quarter. These reports are to be processed as the monthly reports except the detail and summary reports should summarize the three month totals instead of the one month totals. They are to include the rental, direct Purchase, loss, patch affix, NOG cleaning, extra work, badge tab affix and totals page report.

3. End of Contract Reporting

At the end of the Contract, the Contractor must provide a summary report for the duration of the Contract. This report is to include a summary of totals for the Contract period and be processed as the monthly summary reports except totals should be calculated for the duration of the Contract. This is to include the rental, direct purchase, loss patch affix, extra work, NOG cleaning, badge tab affix charges, totals page report and an updated Master Roster.

4. Miscellaneous Reports

These reports are to be available upon request from the Uniform Service Administrator or field location supervisors for their review.

Alpha Listing Report

At any such requested time, the Port Authority Uniform Service Administrator can request an updated alpha listing for those who participate in the Rental Program.

This listing should be available by stop locations in alphabetical order and also by alphabetical order of all who participate within the Port Authority. The stop location Alpha Listing Report can and will be requested from the stop location service representatives to review their active lists of employees and their locker assignments.

Employee History Report

This report is to include all requested employee history by name and employee number in the rental and direct purchase program. This shall include a complete list of activity for

that employee, including the date the employee was added to the program, number of cleaning cycles by item, last size change, and last replacement.

Additional reports or amendments to the existing reports may be requested during the term of the contract.

5. Product Control

The Port Authority reserves the right, at its convenience, to perform random checks of product quality at either the Contractor's place of business or at the point of delivery.

Items not meeting industry and/or Port Authority requirements are subject to return and shall be replaced with the correct product within 48 hours at no additional cost to the Port Authority. The Contractor shall give full credit for any invoiced shipments of returned items. If payment has been made for the items returned, the Contractor shall give full credit for all items returned within 30 calendar days.

5. ATTACHMENT A: Uniform Specifications

The items listed below are the individual components of the work and dress uniforms required. The list includes all items in both the Rental Program and the Direct Purchase Program.

All uniform items listed below are to be first quality, no seconds, and shall be available in the listed fabrics, colors, sizes and styles.

All garments are to have a manufacturer label indicating the garments size, style number, fabric type and laundering instructions.

All patches and emblems required will be supplied by the Port Authority. All other specifications such as reflective tape, badge tabs, embroidery and silk screening will be provided by the Contractor.

6. RENTAL PROGRAM UNIFORM SPECIFICATIONS

Item 1: Work Shirts – (long sleeve)

Fabric: 65% Dacron polyester / 35 % combed cotton

Weight: 4.25 oz./ sq. yd but not more than 4.5 oz. per sq. yd.

Colors: Spruce Green, Navy, Charcoal and white.

Sizes: Small thru 6 XL in regular and long lengths

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies

Emblems: B/W PA logo heat sealed above pocket for all spruce green, white and charcoal shirts

Navy: Police; Police patch sewn on 1" in down from shoulder seam on left side, police memorial patch sewn on 1" down from shoulder seam on right side

Navy: B/W PA logo heat sealed above pocket for all requests other than police

Item 2: Work Shirts – (short sleeve)

Fabric: 65% Dacron polyester / 35 % combed cotton

Weight: 4.25 oz./ sq. yd but not more than 4.5 oz. per sq. yd.

Color: Navy

Sizes: Small thru 6 XL in regular and long lengths

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Emblems: B/W PA logo heat sealed above pocket for all spruce green, white and charcoal shirts

Navy: Police; Police patch sewn on 1" in down from shoulder seam on left side, police memorial patch sewn on 1" down from shoulder seam on right side

Navy: B/W PA logo heat sealed above pocket for all requests other than police

Item 3: Work Shirts – (long sleeve)

Fabric: 100% cotton.

Weight: 4.25 oz./ sq. yd but not more than 4.5 oz. per sq. yd.

Colors: Spruce Green, Navy, Charcoal and white.

Sizes: Small thru 6 XL in regular and long lengths

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Emblems: B/W PA logo heat sealed above pocket for all spruce green, white, navy and charcoal shirts

Item 4: Work Shirt with badge tabs and emblems on sleeves (long sleeve)

Fabric: 65% polyester/35 % cotton

Color: Charcoal

Sizes: Men's Small thru 4 XL in regular and long

As manufactured by Garment Corporation of America #2563.

Emblems and Badge Tabs:

Badge Tab: Holes to be 1 ¾ inches on center with lower hole 1 ¼ inches above center of left breast pocket.

Emblems: One (1) "First Responder" emblem to be sewn onto right shoulder 1 inch below shoulder seam and one (1) "Tunnel and Bridge Agent" emblem to be sewn onto the left shoulder 1 inch below shoulder seam.

Item 5: Male Dress Shirt (long sleeve)

Fabric: 65% poly/35%combed cotton
Color: white or blue
Sizes: Men 14 x 31 thru 20 x 35 in regular and tall sizes
As manufactured by Elbeco # CA99,CA23, TCA99, TCA23

Item 6: Female Blouse (long sleeve)

Fabric: 65% poly/35%combed cotton
Color: white or blue
Sizes: Women 28 thru 50
As manufactured by Elbeco # CA15, CA13

Item 7: Male Dress Shirt (short sleeve)

Fabric: 65% poly/35%combed cotton
Color: white or blue
Sizes: Men 14 thru 20 in regular and tall sizes
As Manufactured by Elbeco # CA66, CA03, TCA66,TCA03

Item 8: Female Blouse (short sleeve)

Fabric: 65% poly/35%combed cotton
Color: white or blue
Sizes: Women 28 thru 50
As Manufactured by Elbeco # CA55, CA33

Item 9: Work Pants

Fabric: 65% Dacron polyester / 35 % combed cotton
Weight: 7 oz./ sq. yd but not more than 8 oz. per sq. yd.
Colors: Spruce Green, Navy, Charcoal, White and black.
Sizes: Waist 28 thru 60
As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Item 10: Work Pants

Fabric: 100% cotton
Weight: 7 oz./ sq. yd but not more than 8 oz. per sq. yd.
Colors: Spruce Green, Navy, Charcoal and White.
Sizes: Waist 28 thru 60
As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Item 11: Painters Pants

Fabric: 100% cotton

Weight: 11.5 oz. painters drill
Color: White
Size: 28 thru 50
As manufactured by Dickies or Red Kap

Item 12: Male flat front Pants
Fabric: 55% poly/45 % wool
Color: navy
Sizes: 28 thru 54
As Manufactured by Edward's # 2780-07

Item 13: Male flat front Pants
Fabric: 70% poly/30 % worsted wool
Color: light grey
Sizes: 28 thru 54
As Manufactured by Edwards style# 2720-06

Item 14: Male pleated Pants
Fabric: 55% poly/45 % wool
Color: black
Sizes: 28 thru 54
As Manufactured by Edward's # 2680-10

Item 15: Male pleated Pants
Fabric: 55% poly/45 % wool
Color: charcoal
Sizes: 28 thru 54
As Manufactured by Edward's # 2680-19

Item 16: Female pleated Slacks
Fabric: 55% poly/45 % wool
Color: navy
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 8689-07

Item 17: Female pleated Slacks
Fabric: 55% poly/45 % wool
Color: charcoal
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 8689-19

Item 18: Female pleated Slacks
Fabric: 55% poly/45 % wool
Color: black
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 8689-10

Item 19: Female Skirt

Fabric: 55% poly/45 % wool
Color: navy
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 9789-07

Item 20: Female Skirt

Fabric: 55% poly/45 % wool
Color: black
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 9789-10

Item 21: Female Skirt

Fabric: 55% poly/45 % wool
Color: charcoal/oxford
Sizes 4 thru 20
As Manufactured by Edward's # 9789-19

Item 22: Male Blazer

Fabric: 55% poly/45% wool
Color: Navy
Sizes: 35 thru 54 regular, 37 thru 54 long
As Manufactured by Edwards style # 3680-07
Emblems: various emblems to be sewn on applied upon request to left chest

Item 23: Male Blazer

Fabric: 55% poly/45% wool
Color: Charcoal
Sizes: 35 thru 54 regular, 37 thru 54 long
As Manufactured by Edwards style # 3680-19
Emblems: various emblems to be sewn on applied upon request to left chest

Item 24: Female Blazer

Fabric: 55% poly/45% wool
Color: Navy
Size: 4 thru 28
As Manufactured by Edwards style # 6680-07
Emblems: various emblems to be sewn on applied upon request to left chest

Item 25: Female Blazer

Fabric: 55% poly/45% wool
Color: Charcoal
Size: 4 thru 28
As Manufactured by Edwards style # 6680-19
Emblems: various emblems to be sewn on applied upon request to left chest

Item 26: Fisher cloth coverall

Fabric: 100% cotton

Color: Fisher herringbone

Weight: 10 OZ. per square yard

Method of cleaning: Machine wash or dry cleaning

Sizes: 36 thru 58 (regular)

40 thru 54 (long)

As manufactured by: Eagle Work Clothes # COCO-FC, Red Kap # CC16HB, Garment Corporation Of America # 1108B

Emblems: B/W PA emblem to be heat sealed to left chest above pocket

Item 27: Unlined coverall with badge tab and Tunnel and Bridge Agent emblems

Fabric: 65% polyester / 35% cotton

Color: Charcoal

Weight: 7.5 OZ. per square yard

Method of cleaning: Machine wash or dry cleaning

Sizes: 34 thru 62 (regular)

38 thru 58 (long)

Emblems and Badge tabs:

Badge Tab: holes to be 1 ¼ inches on center with the lower hole 1 ¼ inches above center of left breast pocket.

Emblems: The Emergency Services First Responder emblem is to be sewn on the right sleeve 1 inch below the shoulder and the Port Authority Tunnel and Bridge Agent emblem is to be sewn onto left sleeve 1 inch below shoulder seam.

As manufactured by: Red Kap # CT10CH, Garment Corporation of America # 2163 .

Item 28: Fire Rated coveralls

Fabric: INDURA ULTRA SOFT, 88% COTTON / 12% HIGH TENACITY NYLON

Weight: 9 OZ. per square yard

Color: Navy

Flame resistance: Indura Ammonia Cure Process. Coveralls must meet all NFPA 70E standard regulations.

Arc Rating: 11.1 Arc Thermal Performance Value (ATPV)

Method of cleaning: machine washable or dry clean.

Sizes: 34 thru 58 Regular

38 thru 54 Long

As manufactured by Tyndale # TS46, Topps # C011-3805, Big Bill 402US9, Bulwark CLB6NV

Emblems: B/W PA emblem to be heat sealed above pocket left chest

Item 29: Smock ¾ sleeve with 2 lower pockets

Fabric: poly/cotton

Color: Royal Blue

Sizes: XS-5XL

As manufactured by Red Kap # TP31RB
Emblems: Mail Room: Mail Room Patch to be sewn on left chest

Item 30: Lab Coat with button front, left chest pocket and 2 lower pockets

Fabric: poly/cotton
Color: white
Sizes: XS-5XL
As manufactured by Red Kap # KP 14WH (men's)

Item 31: Lab Coat with button front, left chest pocket and 2 lower pockets

Fabric: poly/cotton
Color: white
Sizes: XS-5XL
As manufactured by Red Kap # KP13WH (women's)

Item 32: Chef Coat, long sleeve with 8 pearl button front

Fabric: poly/cotton twill
Color: white
Sizes: XS-5xl
As manufactured by Red Kap #0400WH

Item 33: Shop Coat

Fabric: 65/35 poly/cotton
Color: Post Blue
Sizes: 36-56
As manufactured by Red Kap KT30PB
Emblems: B/W PA emblem to be heat sealed on the left chest

Item 34: Sheets, Flat

Fabric: cotton
Color: white
Size: 66X104
As manufactured by Medline MDT219065

Item 35: Pillowcase

Fabric: cotton
Color: white
Size: 42X34
As manufactured by Medline MDT219069

Item 36: Fire Rated Button Front Work Shirt

Fabric: Excel/FR Comfort Touch Flame Resistant
88% cotton/12 % nylon
Weight: 7 oz
Color: Lt. Blue
Sizes: Small-6xl Regular and long lengths
Protection: ARC Rating 8.6 calories/cm2
As manufactured by Bulwark SLW2LB

Emblems: B/W PA emblem to be heat sealed to left chest

Item 37: Fire Rated Work Pant

Fabric: Excel/FR Comfort Touch Flame Resistant
88% cotton/12 % nylon

Weight: 9 oz

Color: Navy

Sizes: Waist 28-60

Protection: ARC Rating ATPV 12.2 Calories/cm²

As manufactured by Bulwark PLW2NV

Item 38: Zip in zip out Jacket w/ custom FR reflective tape and Nomex Thread

Fabric: Excel FR Flame Resistant 100% cotton

Weight: 9 oz

Color: Navy

Sizes: small-5xl regular and tall

Protection: To be worn with LML2GY ensemble ARC Rating is ATPV61.3 calories/cm²

As manufactured by Bulwark JEW2NV.

Custom FR Reflective tape- Scotchlite FIRE Rated color yellow-2" tape applied with NOMEX thread across the front chest and across the back shoulder to shoulder seam. A 1" Scotchlite FIRE Rated color yellow- 1" tape applied with NOMEX thread across the bottom sweep of the jacket.

Emblems: B/W PA Logo to be heat sealed above custom reflective tape

Item 39: Zip in zip out Liner

Fabric: Excel FR Flame Resistant Quilted Modacrylic fiber fill

Weight: 15.5oz

Color: Grey

Size: Small-6xl regular and long lengths

Protection: To be worn with JEW2NV ARC Rating is ATPV61.3 calories/cm²

As manufactured by Bulwark LML2GY

Item 40: Deluxe Insulated Coverall

Fabric: Excel-FR Comfort Touch

Outer shell-Flame Resistant, water repellent

Insulation-Flame Resistant two-layer quilted modacrylic

Weight: Outer 7oz, insulation 12 oz

Color: Navy

Size: Small-6xl regular and long lengths

Protection: ARC Rating ATPV 43.3 Calories/cm²

As manufactured by Bulwark CLC8NV

Emblem: B/W PA Logo to be heat sealed above pocket left chest

Item 41: Fire Rated Button Front Work Shirt

Fabric: Excel Flame Resistant 100% cotton

Weight: 7 oz

Color: Navy

Size: Small- 6XL regular and long lengths

Protection: ARC Rating ATPV 7.7 Calories/cm²
As manufactured by Bulwark SEW2NV
Emblem: B/W PA Logo to be heat sealed above pocket left chest

Item 42: Fire Rated Work Pant

Fabric: Excel/FR Flame Resistant 100% cotton
Weight: 9oz
Color: Navy
Size: Waist 28-60
Protection: ARC Rating ATPV 11.2 Calories/cm²
As manufactured by Bulwark PEW2NV

Item 43: Snap Front Polo

Fabric: 50/50 Poly/Cotton Griper Closer
Weight: 5/5oz
Color: Lt Blue
Size: Small-4XL
As manufactured by Red Kap SK58LB

Item 44: Apron

Fabric: 65/35 Poly/Cotton
Size: 24 X 34 with pockets
Color: Black
As manufactured by Red Kap TT30BK

Item 45: Women's Twill Shirt Short Sleeve

Fabric: 60/40 Cotton/Poly No Pocket
Weight: 4.5 oz
Color: Royal Blue
Size: XS-4XL
As manufactured by Edwards 5740-41
Emblems: Motor Vehicle Agent Patches sewn on to each sleeve 1" below shoulder seam

Item 46: Women's Twill Long Sleeve

Fabric: 60/40 Cotton/Poly No Pocket
Weight: 5790-41
Color: Royal Blue
Size: XS-4XL
As manufactured by Edwards 5790-41
Emblems: Motor Vehicle Agent Patches sewn on to each sleeve 1" below shoulder seam

Item 47: Pleated Chino Pants

Fabric: 65/35 Poly/Cotton brushed finish relaxed fit
Weight: 7.5oz
Color: Black
Size Male: Waist 28-60
Size Female: Waist 02-28
As manufactured by Edwards 2670-10 and 8679-10

Item 48: Relaxed Fit Pleated Pants

Fabric: 65/35 Poly/Combed Cotton

Weight: 8oz Twill

Color: Black, Khaki and Navy

Size Male: Waist 28-60

Size Female: Waist 4-28

As manufactured by Red Kap PT44 and PT43

Item 49: Executive Button Down Oxford Shirt Short Sleeve

Fabric: 60/40 Cotton/Poly

Weight: 4.6- 5.0 oz

Color: White and Lt Blue

Size: 14.5-22 regular and long tails

As manufactured by Red Kap SR60

Item 50: Executive Button Down Oxford Shirt Short Sleeve

Fabric: 60/40 Cotton/Poly

Weight: 4.6-5.0 oz

Color: White and Lt Blue

Size: 04-28

As manufactured by Red Kap SR61

Item 51: Executive Button Down Oxford Shirt Long Sleeve

Fabric: 60/40 Cotton/Poly

Weight: 4.6-5.0 oz

Color: White and LT Blue

Size: 14.5X32-22X37 regular and long tails

As manufactured by Red Kap SR70

Item 52: Executive Button Down Oxford Shirt Long Sleeve

Fabric: 60/40 Cotton/Poly

Weight: 4/6-5.0 oz

Color: White and Lt Blue

Size: 04-28

As manufactured by Red Kap SR71

Item 53: Performance Knit Pocket Polo shirt with Embroidery

Fabric: 100% soft hand polyester

Weight: 5.6 oz

Color: Black, Burgundy, Navy and Khaki

Size: Small-6xl

As manufactured by Red Kap SK78 and SK08

Item 54: Executive Button down Shirt Long Sleeve

Fabric: 100% Cotton

Weight: 4.3 oz

Color: White and Lt Blue

Size 14.5X33-22X37 regular and long tail
As manufactured by Edwards 1190D

Item 55: Executive Button down Shirt Short Sleeve

Fabric: 100% Cotton
Color: White and Lt Blue
Size 14.5- 22 regular and long tail
As manufactured by Edwards 1140

Item 56: Pleated front pant

Fabric: 100% Cotton Brushed Finish Relaxed Fit
Color: Black, Navy and Tan
Size 28-56
As manufactured by Edwards 2630

Item 57: Jumbo Bath Towel

Fabric: 100% Cotton
Size: 54 x 22
Color: White
As manufactured by Calderon Textiles

Item 58: Soil Lockers

Structure: Steel
As manufactured by Change-O-Matic

Item 59: VizGuard System Parka Class 3 and Jacket/Vest/Liner Class 3/Class 2

With Port Authority Screen Print on left chest on parka and inner jacket
Fabric: Nylon VizMax with sealed seams and reflective tape
Color: ANSI Yellow
Protection: ANSI 107-2010 Class 3 vest ANSI Class 2
Parka: Performance sleeves
 Pit zips for ventilation
 Waterproof, windproof, breathable drop-in hood with draw cords
Size: Small-5xl regular and tall
System Jacket/Vest/Liner: Durable knit cuff and waistband. Fleece-lined hand warmer pockets w/ zipper closures. Warm non-pill micro fleece lining.
Waterproof, breathable, windproof outer shell with sealed seams
Zip-off sleeve for different configuration for changing weather.
As manufactured by Spiewak S525V and S577V

Item 60: Eisenhower style jackets with custom safety striping

Fabric: 7 ½ oz. twill, 65% poly/35% cotton
Colors: spruce green, navy, charcoal
Sizes: Small thru 5XL
All Eisenhower jackets are to have 2" silver Scotchlite safety striping across front and back and a 1" silver Scotchlite safety striping around the bottom sweep of the jacket.
A Port Authority heat seal patch is to be affixed to the left chest of all spruce green and navy jackets.

Char Grey: Badge Tab: holes to be 1 ¼ inches on center with the lower hole 1 ¼ inches above center of left breast pocket.

Emblems: The Emergency Services First Responder emblem is to be sewn on the right sleeve 1 inch below the shoulder and the Port Authority Tunnel and Bridge Agent emblem is to be sewn onto left sleeve 1 inch below shoulder seam.

As manufactured by Eagle Work Clothes # JLIDC

Item 61: Insulated work coverall

Outer Fabric: 65% polyester / 35% cotton

Weight: 7.75 OZ. per square yard

Lining fabric: 6.0 OZ. polyester batting quilted to polyester facecloth

Color: Spruce

Sizes: Small thru 3 XL (regular)

Medium thru 2XL (Long)

As manufactured by Topps #C014-1475.

Emblems: B/W PA emblem to be sewn on to each coverall

Item 62: Nylon Parka with custom Safety Striping

Outer Lining Fabric: Nylon

Fill: 100% poly fill

Inner lining fill: 100% cotton

Color: Navy

Size: Small-5xl Regular and large-2xl long

As Manufactured by VF Style number JP70

Custom Reflective tape 2" silver Scotchlite tape across chest, back and bottom sweep of jacket and a 1" silver Scotchlite tape around the biceps and forearm.

Badge Tab: holes to be 1 ¼ inches on center with the lower hole 1 ¼ inches above center of left breast pocket.

Emblems: The Emergency Services First Responder emblem is to be sewn on the right sleeve 1 inch below the shoulder and the Port Authority Tunnel and Bridge Agent emblem is to be sewn onto left sleeve 1 inch below shoulder seam.

Item 63: 100% Cotton Parka with custom Safety Striping

Outer Lining: 100% cotton

Fill: poly

All jackets to have 2" silver Scotchlite safety striping across front and back and a 1" silver Scotchlite safety striping around the bottom sweep of the jacket.

As manufactured by Stealth Style 1129

Emblems: B/W PA emblem to be sewn on to each parka

7. DIRECT PURCHASE PROGRAM ITEM SPECIFICATIONS

Item 1: Work Shirts – (long sleeve)

Fabric: 65% Dacron polyester / 35 % combed cotton

Weight: 4.25 oz./ sq. yd but not more than 4.5 oz. per sq. yd.

Colors: Spruce Green, Navy, Charcoal and white.

Sizes: Small thru 6 XL in regular and long lengths

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies

Emblems: All PATH orders to have PATH emblem heat sealed above pocket

All others to have B/W PA emblem heat sealed unless otherwise specify on request

Item 2: Work Shirts – (short sleeve)

Fabric: 65% Dacron polyester / 35 % combed cotton

Weight: 4.25 oz./ sq. yd but not more than 4.5 oz. per sq. yd.

Color: Navy

Sizes: Small thru 6 XL in regular and long lengths

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Emblems: All PATH orders to have PATH emblem heat sealed above pocket

All others to have B/W PA emblem heat sealed unless otherwise specify on request

Item 3: Work Shirts – (long sleeve)

Fabric: 100% cotton.

Weight: 4.25 oz./ sq. yd but not more than 4.5 oz. per sq. yd.

Colors: Spruce Green, Navy, Charcoal and white.

Sizes: Small thru 6 XL in regular and long lengths

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Emblems: All PATH orders to have PATH emblem heat sealed above pocket

All others to have B/W PA emblem heat sealed unless otherwise specify on request

Item 4: Male Dress Shirt (long sleeve)

Fabric: 65% poly/35%combed cotton

Color: white or blue

Sizes: Men 14 x 31 thru 20 x 35 in regular and tall sizes

As manufactured by Elbeco # CA99,CA23, TCA99, TCA23

Item 5: Female Blouse (long sleeve)

Fabric: 65% poly/35%combed cotton

Color: white or blue

Sizes: Women 28 thru 50

As manufactured by Elbeco # CA15, CA13

Item 6: Male Dress Shirt (short sleeve)

Fabric: 65% poly/35%combed cotton

Color: white or blue

Sizes: Men 14 thru 20 in regular and tall sizes

As Manufactured by Elbeco # CA66, CA03, TCA66,TCA03

Item 7: Female Blouse (short sleeve)

Fabric: 65% poly/35%combed cotton

Color: white or blue

Sizes: Women 28 thru 50

As Manufactured by Elbeco # CASS, CA33

Item 8: TBA Dress Shirt (long sleeve)

Fabric: 65% poly/35 cotton permanent press finish wrinkle resistant

Color: Nickel Grey

Sizes: Small-5xl regular and med/long - 3xl/long

As manufactured by LAW PRO Style # S31-221

Epaulettes are to be 2 inches at the sleeve and taper to 1 ½ inches.

Badge Tab: Holes to be 1 ¾ inches on center with lower hole 1 ¼ inches above center of left breast pocket.

Emblems: One (1) "Emergency Services First Responder" emblem to be sewn onto right shoulder 1 inch below shoulder seam and one (1) "Tunnel and Bridge Agent" patch to be sewn onto the left shoulder 1 inch below shoulder seam.

Item 9: TBA Dress Shirt (short sleeve)

Fabric: 65% poly/35 cotton permanent press finish wrinkle resistant

Color: Nickel Grey

Sizes: Small-5xl regular and med/long - 3xl/long

As manufactured by LAW PRO Style # S31-121

Epaulettes are to be 2 inches at the sleeve and taper to 1 ½ inches.

Badge Tab: Holes to be 1 ¾ inches on center with lower hole 1 ¼ inches above center of left breast pocket.

Emblems: One (1) "Emergency Services First Responder" emblem to be sewn onto right shoulder 1 inch below shoulder seam and one (1) "Tunnel and Bridge Agent" patch to be sewn onto the left shoulder 1 inch below shoulder seam.

Item 10: Work Pants

Fabric: 65% Dacron polyester / 35 % combed cotton

Weight: 7 oz./ sq. yd but not more than 8 oz. per sq. yd.

Colors: Spruce Green, Navy, Charcoal, White and black.

Sizes: Waist 28 thru 60

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Item 11: Work Pants

Fabric: 100% cotton

Weight: 7 oz./ sq. yd but not more than 8 oz. per sq. yd.

Colors: Spruce Green, Navy, Charcoal and White.

Sizes: Waist 28 thru 60

As manufactured by Eagle Work Clothes, Garment Corporation of America, Red Kap or Dickies.

Item 12: Painters Pants

Fabric: 100% cotton

Weight: 11.5 oz. painters drill

Color: White

Size: 28 thru 50

As manufactured by Dickies or Red Kap

Item 13: Male flat front Pants

Fabric: 55% poly/45 % wool

Color: navy

Sizes: 28 thru 54

As Manufactured by Edward's # 2780-07

Item 14: Male flat front Pants

Fabric: 70% poly/30 % worsted wool

Color: light grey

Sizes: 28 thru 54

As Manufactured by Edwards style# 2720-06

Item 15: Male pleated Pants

Fabric: 55% poly/45 % wool

Color: black

Sizes: 28 thru 54

As Manufactured by Edward's # 2680-10

Item 16: Male pleated Pants

Fabric: 55% poly/45 % wool

Color: charcoal

Sizes: 28 thru 54

As Manufactured by Edward's # 2680-19

Item 17: Female pleated Slacks

Fabric: 55% poly/45 % wool

Color: navy

Sizes: 0-18, 16W-28W

As Manufactured by Edward's # 8689-07

Item 18: Female pleated Slacks

Fabric: 55% poly/45 % wool

Color: charcoal

Sizes: 0-18, 16W-28W

As Manufactured by Edward's # 8689-19

PART V - SPECIFICATIONS

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

Item 19: Female pleated Slacks
Fabric: 55% poly/45 % wool
Color: black
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 8689-10

Item 20: Female Skirt
Fabric: 55% poly/45 % wool
Color: navy
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 9789-07

Item 21: Female Skirt
Fabric: 55% poly/45 % wool
Color: black
Sizes: 0-18, 16W-28W
As Manufactured by Edward's # 9789-10

Item 22: Female Skirt
Fabric: 55% poly/45 % wool
Color: charcoal/oxford
Sizes 4 thru 20
As Manufactured by Edward's # 9789-19

Item 23: Male Blazer
Fabric: 55% poly/45% wool
Color: Navy
Sizes: 35 thru 54 regular, 37 thru 54 long
As Manufactured by Edwards style # 3680-07
Emblems: various patches to be specified on orders to be sewn on left chest

Item 24: Male Blazer
Fabric: 55% poly/45% wool
Color: Charcoal
Sizes: 35 thru 54 regular, 37 thru 54 long
As Manufactured by Edwards style # 3680-19
Emblems: various patches to be specified on orders to be sewn on left chest

Item 25: Female Blazer
Fabric: 55% poly/45% wool
Color: Navy
Size: 4 thru 28
As Manufactured by Edwards style # 6680-07
Emblems: various patches to be specified on orders to be sewn on left chest

Item 26: Female Blazer
Fabric: 55% poly/45% wool
Color: Charcoal

Size: 4 thru 28

As Manufactured by Edwards style # 6680-19

Emblems: various patches to be specified on orders to be sewn on left chest

Item 27: Vest Tunic - Female

Fabric: 100% Poly

Color: Black

Size: XS thru 3XL

As manufactured by Edwards # 7270-10

Item 28: Vest Tunic Female

Fabric: 100% Poly

Color: Navy

Size: XS thru 3XL

As manufactured by Edwards # 7270-07

Item 29: Eisenhower style jackets with custom safety striping

Fabric: 7 ½ oz. twill, 65% poly/35% cotton

Colors: spruce green, navy, charcoal

Sizes: Small thru 5XL

All Eisenhower jackets are to have 2" silver Scotchlite safety striping across front and back and a 1" silver Scotchlite safety striping around the bottom sweep of the jacket.

A Port Authority heat seal patch is to be affixed to the left chest of all spruce green and navy jackets.

Char Grey: Badge Tab: holes to be 1 ¼ inches on center with the lower hole 1 ¼ inches above center of left breast pocket. Emblems: The Emergency Services First Responder emblem is to be sewn on the right sleeve 1 inch below the shoulder and the Port Authority Tunnel and Bridge Agent emblem is to be sewn onto left sleeve 1 inch below shoulder seam.

Green: All green Eisenhower jackets to have B/W emblem heat sealed on left chest

Navy: All PATH requests to have PATH emblem heat sealed on left chest

Any orders besides PATH are to have B/W emblems sewn on left chest unless other specifications are requested on order.

As manufactured by Eagle Work Clothes # JLIDC

Item 30: Fisher cloth coverall

Fabric: 100% cotton

Color: Fisher herringbone

Weight: 10 OZ. per square yard

Method of cleaning: Machine wash or dry cleaning

Sizes: 36 thru 58 (regular)

40 thru 54 (long)

As manufactured by: Eagle Work Clothes # COCO-FC, Red Kap # CC16HB, Garment Corporation Of America # 1108B

Emblems: All fisher cloth coveralls to have B/W PA logo heat sealed above pocket on the left chest.

Item 31: Insulated work coverall

Outer Fabric: 65% polyester / 35% cotton

Weight: 7.75 OZ. per square yard

Lining fabric: 6.0 OZ. polyester batting quilted to polyester facecloth

Color: Spruce

Sizes: Small thru 3 XL (regular)

Medium thru 2XL (Long)

As manufactured by Topps #C014-1475.

Emblems: All PATH orders to have PATH emblem sewn on left chest

All other orders to have B/W emblem sewn on left chest unless other specifications requested on order.

Item 32: Fire Rated coveralls

Fabric: INDURA ULTRA SOFT, 88% COTTON / 12% HIGH TENACITY NYLON

Weight: 9 OZ. per square yard

Color: Navy

Flame resistance: Indura Ammonia Cure Process. Coveralls must meet all NFPA 70E standard regulations.

Arc Rating: 11.1 Arc Thermal Performance Value (ATPV)

Method of cleaning: machine washable or dry clean.

Sizes: 34 thru 58 Regular

38 thru 54 Long

As manufactured by Tyndale # TS46, Topps # C011-3805, Big Bill 402US9, Bulwark CLB6NV

Emblems: All PATH orders to have PATH emblem heat sealed on left chest

All other orders to have B/W emblems sewn on left chest unless other specifications requested on order.

Item 33: Smock ¾ sleeve with 2 lower pockets

Fabric: poly/cotton

Color: Royal Blue

Sizes: XS-5XL

As manufactured by Red Kap # TP31RB

Emblems: Mail Room Patch sewn on left chest

Item 34: Lab Coat with button front, left chest pocket and 2 lower pockets

Fabric: poly/cotton

Color: white

Sizes: XS-5XL

As manufactured by Red Kap # KP 14WH (mens)

Item 35: Lab Coat with button front, left chest pocket and 2 lower pockets

Fabric: poly/cotton

Color: white

Sizes: XS-5XL

As manufactured by Red Kap # KP13WH (womens)

Item 36: Chef Coat, long sleeve with 8 pearl button front

Fabric: poly/cotton twill

Color: white

Sizes: XS-5xl

As manufactured by Red Kap #0400WH

Item 37: Shop Coat

Fabric: 65/35 poly/cotton

Color: Post Blue

Sizes: 36-56

As manufactured by Red Kap KT30PB

Emblems: B/W PA emblem heat sealed on left chest

Item 38: Sheets, Flat

Fabric: cotton

Color: white

Size: 66X104

As manufactured by Medline MDT219065

Item 39: Pillowcase

Fabric: cotton

Color: white

Size: 42X34

As manufactured by Medline MDT219069

Item 40: Tablecloth

Fabric: poly/visa

Size: 144x60

Color: white

As manufactured by the Tablecloth Company

Item 41: Male Blazer w/ Aviation Direct Embroidery

Fabric: poly/ wool

Color: Charcoal Grey

Sizes: 36 thru 54 in regular and long

As manufactured by Edwards 3680-19

Item 42: Female Single Breasted Blazer w/ Aviation Direct embroidery

Fabric: poly/ wool

Color: Charcoal Grey

Sizes: 36 thru 54 in regular and long

As manufactured by Edwards 6680-19

Item 43-47: Pocket Tee Shirts w/ Port Authority Silkscreen Logo or PATH silkscreen

Logo

Fabric: 100% pre-shrunk cotton with pocket

Weight: 6.1 oz

Colors: Green, Navy, white

Sizes: Small thru 5XL
As Manufactured by Port and Company Style # PC61P

Item 48: Long Sleeve Pocket Tee Shirt w/Port Authority Silkscreen Logo or PATH silkscreen Logo

Fabric: 100% pre-shrunk cotton with pocket
Weight:
Color: Navy
Sizes: Small-5xl
As manufactured by Port and Company Style #PC61PLS

Item 49: Tee Shirt Hi-Viz Ansi Class II w/reflective tape and Port Authority Silkscreen Logo

Fabric: 100% poly
Color: Yellow
Sizes: Small-5xl
As manufactured by Dickies Style # VS200

Item 50: Long Sleeve Polo Shirts w/ PATH Embroidery

Fabric: 100% ring spun combed cotton
Weight: 6.8 oz
Color: Grey, Black, Navy, Royal Blue and Red
Sizes: small-5xl
As manufactured by Hartwell Style # 3012

Item 51: Short Sleeve Polo Shirts w/PATH Embroidery

Fabric: 100% ring spun combed cotton
Weight: 6.8 oz
Color: Grey, Black, Navy, Royal Blue and Red
Sizes: small-5xl
As manufactured by Harwell Style # 3010

Item 52: Chino Style Work Pants Male Pleated

Fabric: 65poly/35 cotton brushed finish
Weight: 7.5oz
Color: Black
Sizes: 28-56
As manufactured by Edwards 2670-10

Item 53: Chino Style Work Pants Female Pleated

Fabric: 65 poly/35 cotton brushed finish
Weight: 7.5 oz
Color: Black
Sizes: 4-30
As manufactured by Edwards 8679-10

Item 54: 3 in 1 Parka System (inner and outer jackets) with Port Authority Logo or PATH Logo embroidery and reflective safety striping.

Outer jacket Shell Fabric: 100% nylon

Outer jacket Lining: 4 Oz. fiber fill

Inner jacket shell fabric: 100% nylon

Inner jacket lining: polyester tricot

Colors: Royal Blue, Teal or Red

Sizes: Small thru 6XL regular and tall

As manufactured by Wear Guard # 1308

Embroidery of the Port Authority logo, Airport Logo or Path logo is to be on the left breast of both the inner and outer jacket.

Safety Striping material must be 3M reflective fabric 8910, Bright Silver in (one) 1 inch widths.

Outer Jacket: Sleeves- one (1) stripe around each sleeve seven (7) inches from bottom of sleeve and one (1) stripe around each sleeve fifteen (15) inches from bottom of sleeve.

Back: One (1) stripe across the back one (1) inch from bottom and one (1) stripe five (5) inches from the collar (shoulder to shoulder).

Front: One (1) stripe across full length of each pocket flap

Inner Jacket: Sleeves- one (1) stripe around each sleeve seven (7) inches from bottom of sleeve and one (1) stripe around each sleeve fifteen (15) inches from bottom of sleeve.

Back: One (1) stripe around jacket from zipper to zipper three (3) inches from bottom of jacket. One (1) stripe five (5) inches from the collar (shoulder to shoulder).

Item 55: All Weather Duty jacket w/ 3M reflective striping and zip-out insulated liner.

Fabric: Coated nylon oxford cloth with anti static finish

Color: Navy

As manufactured by Antler # JL-84 or Stealth Inc. # 504-PA

Safety Striping material must be 3M reflective fabric 8910, Bright Silver in ¼ inch widths.

Each sleeve will require two (2) safety stripes above the elbow.

Item 56: Cardigan Sweater

Fabric: 100% Acrylic

Color: Wine

As manufactured by: A PLUS # 6300, SFKM #6325

Item 57: Pullover Sweater, V-neck, Long Sleeve

Fabric: 100% Acrylic

Color: Navy

As manufactured by: A PLUS # 6500

Item 58: Pullover Sweater, V-neck, Long Sleeve

Fabric: 100% Acrylic

Color: Wine
As manufactured by SFM#6735

Item 59: Sweater vest, V-neck
Fabric: 100% Acrylic
Color: Wine
As manufactured by SFM#6725

Item 60: Men's Micro Check Pattern Tie
Color: Wine
Fabric: polyester
As manufactured by Edwards Style # MC00-63

Item 61: Female Ascot
Color: wine
Fabric: polyester
As manufactured by Edwards Style # ST60-63

Item 62: Dress Belt
Width: 1"
Color: black/ silver buckle
Fabric: Leather
Size: 24-58
As manufactured by Edwards Style # BP00-10

Item 63: Garrison Work Belt
Width: 2"
Color: Black
Fabric: Leather
Size: 24-58
As manufactured by Edward's BC00-10

Item 64: Tie, clip-on, Men's
Color: black
Fabric: polyester
As manufactured by Edwards CL22-10

Item 65: Sweater, Commando
Color: Black
Fabric: 100% wool
Size: Small-5xl
As manufactured by: BLAUER #200
Badge Tab: Holes to be 1 ¼ inches on center with lower hole 1 ¼ inches above center of left breast.
Emblems: One (1) "Emergency Services First Responder" emblem to be sewn onto right shoulder 1 inch below shoulder seam and one (1) "Tunnel and Bridge Agent" patch to be sewn onto the left shoulder 1 inch below shoulder seam.

Item 66: Knit hats

Colors: Black, Navy

Fabric: Acrylic

As manufactured by SANMAR CP90

Item 67: Baseball style caps

Colors: Black, spruce, navy

Fabric: Mesh back, cotton twill front

Size: adjustable

As manufactured by Daystone 24600

Item 68: Sweatshirt Hooded Thermal Lined Zip Jacket w/ Port Authority Silkscreen Logo

Fabric: 65% poly/35% cotton

Color: Navy

Sizes: small-5xl regular and longs

As manufactured by Dickies # TW6303

Epaulettes are to be 2 inches at the sleeve and taper to 1 ½ inches.

Badge Tab: Holes to be 1 ¾ inches on center with lower hole 1 ¼ inches above center of left breast pocket.

Emblems: One (1) "Emergency Services First Responder" emblem to be sewn onto right shoulder 1 inch below shoulder seam and one (1) "Tunnel and Bridge Agent" patch to be sewn onto the left shoulder 1 inch below shoulder seam.

Item 69: Hi-Visibility ANSI Class 3 Fleece Hooded Jacket w/3M Reflective Tape and Port Authority Silkscreen Logo

Fabric: Polyester

Color: Yellow

Size: small-5xl

As manufactured by Dickies VW303

Item 70: 100% Cotton Parka w/custom Safety Striping

Outer Lining: 100% cotton

Fill: poly

All jackets to have 2" silver Scotchlite safety striping across front and back and a 1" silver Scotchlite safety striping around the bottom sweep of the jacket.

As manufactured by Stealth Style 1129

Item 71: VizGuard System Parka Class 3 and Jacket/Vest/Linder Class 3/Class 2 w/Port Authority Screen Print Logo

Fabric: Nylon VizMax with sealed seams and reflective tape

Color: ANSI Yellow

Protection: ANSI 107-2010 Class 3 vest ANSI Class 2

Parka: Performance sleeves

Pit zips for ventilation

Waterproof, windproof, breathable drop-in hood with draw cords

Size: Small-5xl regular and tall
System Jacket/Vest/Liner: Durable knit cuff and waistband
Fleece-lined hand warmer pockets w/ zipper closures
Warm non-pill micro fleece lining
Waterproof, breathable, windproof outer shell with sealed seams
Zip-off sleeve for different configuration for changing weather
As manufactured by Spiewak S525V and S577V

Item 72: Pocket Polo Shirt short sleeve w/Port Authority Embroidery

Fabric: 100% soft hand polyester

Weight: 5.6 oz

Size: small-5xl

Color: Black, Navy, Burgundy and Khaki

As manufactured by Red Kap Style # SK78 and SK08

Item 73: Coverall Cotton Duck Insulated Bib Coverall

Fabric: 100% cotton

Weight: 10 oz

Color: Black

Size: Small-5xl regular and longs

As manufactured by Dickies TB839

Item 74: Coverall Cotton Duck Insulated Coverall

Fabric: 100% cotton

Weight: 10oz

Color: Black

Size: Small-5xl regular and longs

As manufactured by Dickies TV239

Badge Tab: Holes to be 1 ¼ inches on center with lower hole 1 ¼ inches above center of left breast pocket.

Emblems: One (1) "Emergency Services First Responder" emblem to be sewn onto right shoulder 1 inch below shoulder seam and one (1) "Tunnel and Bridge Agent" patch to be sewn onto the left shoulder 1 inch below shoulder seam.

Item 75: Carhartt Fire Rated Duck Traditional Coat w/custom FR Reflective Tape

Fabric: 100% cotton duck w/quilted liner

Weight: 13oz

Color: Brown

Protection: Flame Resistant Fire Rated - NFPA 70E Compliant/HRC 4 Rated

Size: Small-4xl Regular and large/long-3xl/long

As Manufactured by Carhartt Style FRC066

Custom 3M 2" Fire Rated Scotchlite yellow reflective tape: across front chest and across the back shoulder to shoulder seam, 2" tape around cuff of each sleeve and a 1" tape along the bottom sweep of jacket. (tape to be applied with Nomex thread)

Item 76: Universal Fire Rated Hood

Fabric: 100% cotton duck w/ quilted liner

Weight: 13oz

Color: Brown

Protection: Flame Resistant Fire Rated-NFPA 70E Complaint/HRC 4 Rated
Size: Universal
As manufactured by Carhartt Style FRA265

Item 77: Pants Double Pleated Male

Fabric: 70 poly/30 wool
Weight: 6.5 oz
Color: Navy
Size: 28-56
As manufactured by Red Kap Style PW16NV

Item 78: Men's Meridian Performance Twill Shirt (long sleeve) w/ Toll Collector Embroidery

Fabric: 65 poly/35 cotton
Weight: 5 oz
Color: Burgundy
Size: Small-5xl regular and longs
As manufactured by Lee -Red Kap 1T12BU

Item 79: Male Everyday Pants

Fabric: 65 poly/ 35 cotton
Weight: 8 oz
Color: Navy
Sizes: 28-56
As manufactured by Red Kap PT38NV

Item 80: Men's Meridian Performance Twill Shirt (short sleeve) w/ Toll Collector Embroidery

Fabric: 65 poly/35 cotton
Weight: 5 oz
Color: Burgundy
Size: Small-5xl regular and longs
As manufactured by Lee-Red Kap 1T22BU

Item 81: Single Pleated Female Pant

Fabric: 70 poly/ 30wool
Weight: 6.5 oz
Color: Navy
Size: 4-30
As manufactured by Red Kap PW17NV

Item 82: Flat Front (no pleat) Female Pants

Fabric: 70 poly/30 wool
Weight: 6.5 oz
Color: Navy
Size: 4-30
As manufactured by Red Kap PW19NV

Item 83: Classic 26" Toll Collector Skirt

Fabric: 70 poly/30 wool

Color: Navy

Size: 4-30

As manufactured by Edwards 9725-07

Item 84: Female Meridian Performance Twill Shirt (long sleeve) w/Toll Collector Embroidery

Fabric: 65 poly/35 cotton

Color: Burgundy

Size: small-3xl

As manufactured by Lee-Red Kap IT11BU

Item 85: Female Everyday Slacks

Fabric: 65 poly/ 35 cotton

Color: Navy

Size: 4-30

As manufactured by Red Kap PT39NV

Item 86: Skirt Side Elastic

Fabric: 100% polyester

Color: Navy

Size: 4-30

As manufactured by Edwards 9270-07

Item 87: Female Meridian Performance Twill Shirt (short Sleeve) w/ Toll collector Embroidery

Fabric: 65 poly/35 cotton

Color: Burgundy

Size: small-3xl

As manufactured by Lee- Red Kap 1T21BU

Item 88: Slack Everyday w/Panel (maternity)

Fabric: 65 poly/ 35 cotton

Color: Navy

Size: 4-30

Cintas 111372-20

Item 89: Maternity Dress w/ Toll Collector Embroidery

Fabric: polyester

Color: Navy

Size: small-3xl

Cintas 111753-20

Item 90: Maternity Polo w/ Toll Collector Embroidery

Fabric: Poly/cotton

Color: Navy

Size: small-3xl

Cintas 67042-29

Item 91: Turtleneck w/ Toll Collector Embroidery

Fabric: 100% cotton

Color: Navy

Size: small-5xl

As manufactured by SANMAR K322

Item 92: Cardigan Sweater w/ Toll Collector Embroidery

Fabric: Acrylic

Color: Navy

Size: Small-5xl

As manufactured by SAI 6745

Item 93: Cardigan Sweater Vest w/ Toll Collector Embroidery

Fabric: Acrylic

Color: Navy

Size: Small-5xl

As manufactured by SAI 4928

Item 94: System Fleece w/ Toll Collector Embroidery

Fabric: 100% Poly

Weight: 13 oz

Color: Navy

Size: Small thru 5XL

As manufactured by SANMAR JP77NV

Item 95: 6 Panel Ball Cap w/ Toll Collector Embroidery

Fabric: poly/cotton

Size: universal

As manufactured by Daystone 24600

Item 96: Male Security Guard Plain Front Comfort Pants

Fabric: 65 poly/35 cotton

Weight: 7 oz

Color: Navy

As manufactured by Red Kap PT20NV

Item 97: Female Security Guard Plain Front Comfort Pants

Fabric: 65 poly/35 cotton

Weight: 7 oz

Color: Navy

As manufactured by Red Kap PT21NV

Item 98: Aviator Shirts (long sleeve) w/ Security Guard Embroidery

Fabric: 65 poly/35 cotton

Weight: 4.25 oz

Color: White

As manufactured by Edwards 1260-00

Item 99: Aviator Shirts (short sleeve) w/ Security Guard Embroidery

Fabric: 65 poly/ 35 cotton

Weight: 4.25 oz

Color: White

As manufactured by Edwards 1210-00

Item 100: Turtleneck w/ Security Guard Embroidery

Fabric: 100% cotton

Color: White

As manufactured by SANMAR K322

Item 101: System Fleece w/ Security Guard Embroidery on front and back

Fabric: 100% Poly

Weight: 13 oz

Color: Navy

Size: Small thru 5XL

As manufactured by SANMAR JP77NV

Item 102: 3 Season Jacket w/ Security Guard Embroidery on front and back

Fabric: 100 % water repellent Nylon shell 100% polyester fleece liner

Color: Navy

Size: Small-5xl regular and longs

As manufactured by Red Kap JN10NV

Item 103: 6 Panel Ball Cap w/ Security Guard Embroidery

Fabric: poly/cotton

Color: Navy

Size: Universal

As manufactured by Daystone 24600

Item 104: Nylon Parka with custom Safety Striping

Outer Lining Fabric: Nylon

Fill: 100% poly fill

Inner lining fill: 100% cotton

Color: Navy

Size: Small-5xl Regular and large-2xl long

As Manufactured by VF Style number JP70

Custom Reflective tape 2" silver Scotchlite tape across chest, back and bottom sweep of jacket and a 1" silver Scotchlite tape around the biceps and forearm.

Badge Tab: holes to be 1 ¾ inches on center with the lower hole 1 ¼ inches above center of left breast pocket.

Emblems: The Emergency Services First Responder emblem is to be sewn on the right sleeve 1 inch below the shoulder and the Port Authority Tunnel and Bridge Agent emblem is to be sewn onto left sleeve 1 inch below shoulder seam.

Item 105: Heat Seal Emblems Affixing Charges

This charge is for the various emblems that will be required to be heat sealed on many of the listed items in the rental and direct purchase program. These patches will be required on but not limited to jackets, coveralls and shirts. All emblems will be supplied by the Port Authority.

Item 106: Sew on Patches and/or Emblems Affixing Charges

This charge is for the various patches and/or emblems that will be required on many of the listed items in the rental and direct purchase program. These patches will be required on but not limited to jackets, coveralls and shirts. All emblems and patches will be supplied by the Port Authority.

Item 107: Badge Tab Purchase and Affixing Charges

This charge is for the purchase and affixing badge tabs to various shirts jackets and coveralls as requested.

8. ATTACHMENT B - Job Classifications and Uniform Allotments

WORK UNIFORMS

<u>JOB CLASSIFICATION</u>	<u>ALLOTMENT</u>
<i>Addressograph Operator- Mailroom</i>	<i>3 Shop Coat – blue</i>
<i>Automotive Mechanics/Machinist</i>	<i>Standard Work uniform</i>
<i>Automotive mechanic</i>	<i>Standard Work uniform</i>
<i>Automotive Parts Technician</i>	<i>Standard Work uniform</i>
<i>Automotive Welder</i>	<i>Uniforms that meet the NFPA 70E Standards</i>
Bldg. & Grounds Attendant	Standard Work uniform
Carpenter	Standard Work uniform
Clerk I – Mailroom Only	Standard Work uniform
Clerk I – Records management	2 shop coat- blue
Clerk III- GWB only	Standard Work uniform
Electrician	Uniforms that meet the NFPA70E Standards
E & M Tolls Equipment Specialist	Standard work uniform
Engineering Materials & Soils	Standard work uniform
Facility Maintainer	Standard work uniform
Food Service – Cook	Standard food Service + Chef Coat
Food Service – cafeteria Attendant	Standard Food Service
Garage Attendant	Automotive mechanic Standard
Gardener	Standard work uniform
General Maintainer	Standard work uniform
Helicopter Mechanic	Standard work uniform
Info Agent & Supervisor (PABT)	Standard PABT
Instrument Serviceperson	Standard work uniform
Locksmith Mechanic	Standard work uniform
Machine Mechanic	Standard work uniform
Machine Serviceperson	Standard work uniform
Maintenance Equipment Serviceperson	Standard work uniform
Maintenance Roofer	Standard work uniform
Masonry maintainer	Standard & 5 Fisher cloth coverall
Painter	Standard work uniform
Patron Aide (PABT)	Standard PABT Aide
Paving Mechanic	Standard (100% cotton) & 5 Fisher cloth coverall
Plumber	Standard & 5 Fisher cloth coverall
Police Emergency Units- Airports	Police Garage Standard
Police emergency Units- Tunnels & Bridges	Police Garage Standard
Radio Equipment Serviceperson	Uniforms that meet the NFPA70E Standards
Reproduction Personnel	Standard work uniform
Sign Mechanic	Standard & 3 Fisher cloth coverall
Sign Painter	Standard work uniform
Steam & Sprinkler Fitter	Standard work uniform
Stock keeper	Standard work uniform
Structural Maintenance Mechanic	Standard(100% cotton) & 5 coverall

Structural Maintenance Specialist
Tunnel and Bridge Agent
Tunnel System Controller
Utility System Maintainer
Watch Engineer
Welder

Standard (100% cotton) & 5 coverall
Standard Tunnel and Bridge Agents
Uniforms that meet the NFPA70E Standards
Standard work uniform
Standard work uniform
Uniforms that meet NFPA70E & FR coveralls

All uniforms issued to Summer Temps, Winter Temps or Provisional employees must be approved by the Uniform Services Administrator. When these requests have been approved these positions to be filled as standard issue as specified in that job classification.

DRESS UNIFORMS

JOB CLASSIFICATION

ALLOTMENT

Airport Operations Agent/Supervisor
Info Agent & Supervisor (PABT)
/Supervisor Operations Agent (PABT)
Patron Aide (PABT)
Operations Supervisor
Field Maintenance Supervisor

Standard Aviation Ops
Standard PABT Info Agent
Standard OPS Supv
Standard PABT Aide
Standard OPS
Standard FM

The following is a basic allotment and description of the uniforms used for each of the job classifications mentioned above.

9. UNIFORM ALLOTMENTS

The below listed allotments are standard issue allotments, some facilities are reduced or increased depending on location and job requirements.

Electrician and Welder Standard (navy and/or light blue that meet NFPA70E standards)

11 long sleeve shirts
11 pants
2 Jackets
2 coveralls
2 insulated coveralls
5 tee shirts 100% cotton
1 parka
Plus the following if requested
1 switching coat
2 navy ball caps

Standard work uniform (spruce green, navy, char-grey, postman blue, white)

11 long sleeve shirts
11 pants
2 Eisenhower Jackets
2 coveralls
5 tee shirts 100% cotton
1 winter parka
1 insulated coverall
2 ball caps

Automotive Mechanic Standard (spruce green)

11 long sleeve shirts
11 pants
2 Eisenhower Jackets
2 coveralls
5 tee shirts 100% cotton
1 winter parka
1 insulated coverall
2 spruce green ball caps

Food Service Standard

11 work pants / skirt (black)
11 polo shirts
11 chef coats (cooks only)
2 ball caps (black)

Tunnel and Bridge Agents Standard

- 11 work pants poly/cotton
- 11 long sleeve work shirts
- 11 short sleeve or long sleeve grey desk shirts
- 2 Eisenhower jackets – charcoal
- 2 unlined coveralls- charcoal
- 2 lined coveralls –black
- 1 winter parka- black

Field Maintenance Supervisor Dress Uniform (standard)

- 2 blazers (navy/ grey)
- 6 pants Poly/wool (navy, grey, black)
- 11 casual pleated (Navy, black, khaki)
- 11 executive dress shirts (blue or white, l/s or s/s)
- 5 polo shirts
- 1 3 in 1 parka system –(blue) with Port Authority Logo
- 2 sweaters (navy)

Airport Operations Agents / Supervisor (Aviation Facilities)

- 2 Blazers – charcoal
- 2 Cardigan Blazer - charcoal
- 6 pants/skirt poly/wool * -charcoal
- 6 long sleeve shirts poly/cotton * white or blue
- 6 short sleeve shirts poly/cotton * white or blue
- 2 ties
- 1 dress belt
- 1 Three in one parka system -- (teal) with Airport Logo
- 1 sweater (wine)

Path Field Supervisor (Direct Purchase)

- 5 Long sleeve polo shirt with PATH LOGO (black, gray, royal blue and navy)
- 5 short sleeve polo shirt with PATH LOGO (black, gray, navy and royal blue)
- 3 Pleated pants- black
- 1 3 in 1 parka system – (blue) with Path Logo

Path Transportation Agent (Direct Purchase)

5 Long sleeve polo shirt with PATH LOGO (red)

5 short sleeve polo shirt with PATH LOGO (red)

3 Pleated pants- black

1 3 in 1 parka system – (red) with Path Logo

Standard PATH work uniform (Direct Purchase)

6 long sleeve shirts navy

6 pants – navy

2 Eisenhower Jackets

2 coveralls

5 tee shirts 100% cotton

1 winter parka

1 insulated coverall

1 OPS jacket

PABT Info Agent/ Supervisor dress uniform

2 Blazers – single breasted - charcoal

2 Cardigan Blazers- charcoal

6 pants/skirt poly/wool * -charcoal

5 long sleeve shirts poly/cotton * white or blue

5 short sleeve shirts poly/cotton * white or blue

2 ties

1 belt

1 3 in 1 parka system (supv. only) –(blue)

1 navy winter parka (Agents only)

1 pullover sweater (wine)

PABT Patron Aid dress uniform

2 Navy Blazer

6 navy pants - poly/wool

11 dress shirts-(long or short sleeve) blue

2 Eisenhower Jackets – navy

1 winter parka- navy

Operations Supervisor dress uniform

2 blazers (navy/ grey)

6 pants / skirts Poly/cotton (navy, grey, black)

5 long sleeve shirts (blue or white)

5 short sleeve shirts (blue or white)

1 dress belt

1 3 in 1 parka system

2 sweater (navy)

Systems Controller

- 11 work pants – cotton (navy)
- 11 dress shirts – (long sleeve or short sleeve) blue or white
- 2 Eisenhower jackets – navy
- 1 work belt
- 1 winter parka- navy

* With doctor's note may be changed to 100% cotton

SILK SCREENING

Item 18: All Port Authority tee shirts are to be silk screened with either the Port Authority logo or the PATH logo as indicated below:

Color of shirt: Spruce green or navy

**Silk screen logo required: The Port Authority Of NY & NJ
(see attached artwork)
To be silk screened on left breast above pocket**

or

**PATH
(see attached artwork)
To be silk screened on left breast above pocket**

**Lettering size: 1/4 inch
Silk screen color: White**



**THE PORT AUTHORITY
OF NY & NJ**

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

HEAT SEAL PATCHES

Item 1: The Port Authority of NY & NJ (white background)



This patch is to be heat sealed on the left breast of most spruce green work shirts, Eisenhower Jackets, insulated coveralls and winter parkas. It is also to be put on fisher cloth and fire rated coveralls. The patch will also be used on certain charcoal work shirts, Eisenhower jackets and parkas.

Item 2: The Port Authority of NY & NJ (blue background)



This patch is to be heat sealed on the left breast of some navy work shirts, Eisenhower Jackets and winter parkas. The patch will also be used on certain charcoal work shirts, Eisenhower and parkas.

**CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140**

HEAT SEAL PATCHES

Item 3: Mail Center



This patch is to be heat sealed on the left breast of all navy work shirts, Eisenhower jackets, winter parkas and smocks worn by mail center staff.

Item 4: PATH (with red background)

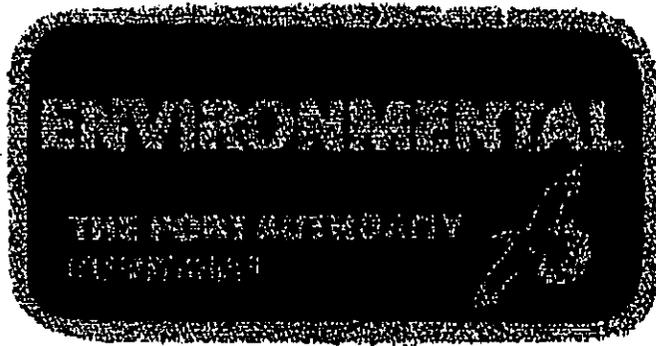


This patch is to be heat sealed on the left breast of all navy work shirts, Eisenhower jackets, insulated coveralls, fire rated coveralls, fisher cloth coveralls and winter parkas worn by PATH staff.

**CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140**

HEAT SEAL PATCHES

Item 5: Environmental (with black background)



This patch is to heat sealed on the left breast of the work shirts, Eisenhower jackets, insulated coveralls, fisher cloth coveralls and winter parkas of environmental staff members. The uniform color will be specified at the time of request.

**CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140**

SEW ON EMBLEMS

Item 6: Emergency Services First Responder



This emblem is to sewn on the right sleeve 1 inch below the shoulder seam of all charcoal gray Tunnel and Bridge Agent work shirts, dress shirts, Eisenhower jackets, winter parkas, lined coveralls and unlined coveralls.

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

SEW ON EMBLEMS

Item 7: Port Authority Tunnel and Bridge Agent



This emblem is to sewn on the left sleeve 1 inch below the shoulder seam of all charcoal gray Tunnel and Bridge Agent work shirts, dress shirts, Eisenhower jackets, winter parkas, lined coveralls and unlined coveralls.

CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140

SEW ON EMBLEMS

Item 8: Port Authority Police World Trade Center Commemorative



This emblem is to be sewn on to the right sleeve 1 inch below the shoulder seam of all navy work shirts, Eisenhower jackets, winter parkas and coveralls used by Port Authority Police garage staff.

**CLEAN RENTAL SERVICES, INC.
4352 N. AMERICAN ST.
PHILADELPHIA, PA 19140**



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
Room 120
Municipal Services Building
Philadelphia, PA 19102 - 1685
(215) 686-4750

HUGH ORTMAN
Procurement Commissioner

August 4, 2011

CLEAN RENTAL SERVICES INC
4352 NORTH AMERICAN STREET
PHILADELPHIA, PA 19140

ATTN: HENRY HAMELL

You are hereby advised that the City of Philadelphia is exercising its renewal option on the following:

Contract Number: 090165 Bid Number: S9Z54610

For Providing: Uniform Rental & Laundry Services

For Additional Period: Nine (9) month

Start Date: 10/01/2011 End Date: 06/30/2012

As provided for within the current contract, you are required to procure and maintain adequate insurance coverage's (Workers Compensation and Employers Liability, General Liability Insurance, Automobile Liability) during the entire period of the contract, including renewal periods.

Please be aware that failure to comply with this requirement of the contract may result in your firm being found in default.

Should you have any questions regarding this renewal option please contact me at (215) 686-4763.

Sincerely yours,
Ella Jackson
Contract Unit Supervisor

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

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purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

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

18. General Obligations

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

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

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

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

manner.

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

19. Assignments and Subcontracting

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

23. Accident Reports

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

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

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

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense

as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

• Issuance of Photo Identification Credential

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

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

• Access control, inspection, and monitoring by security guards

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

• Compliance with the Port Authority Information Security Handbook

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

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

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

- **Audits for Compliance with Security Requirements**

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

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

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor's Personnel

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

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required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles - Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is

uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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