FOI #16331

Olivencia, Mildred

From: yuberquis@campbellesq.net
Sent: Wednesday, September 16, 2015 1:06 PM
To: Olivencia, Mildred
Cc: Torres-Rojas, Genara; Van Duyne, Sheree; Ng, Danny
Subject: Freedom of Information Online Request Form

Information:

First Name: Yuberquis
Last Name: Perez
Company: Law Office of Brian P. Ca
Mailing Address 1: 352 Hillview Terrace
Mailing Address 2: P.O. Box 588
City: Franklin Lakes
State: NJ
Zip Code: 07417
Email Address: yuberquis@campbellesq.net
Phone: 201-866-6200
Required copies of the records: Yes

List of specific record(s):
Any and all invoices, records, memos, and written correspondence relative to the ownership, maintenance company , andor any party responsible for cleaning,and snowice removal of 1170 McLester Street Express Port Plaza in Elizabeth, NJ 07201

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

October 21, 2015

Ms. Yuberquis Perez
Law Office of Brian P. Campbell
352 Hillview Terrace, P.O. Box 588
Franklin Lakes, NJ 07417

Re: Freedom of Information Reference No. 16331

Dear Ms. Perez:

This is in response to your September 16, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of any and all invoices, records, memos, and written correspondence relative to the ownership, maintenance company , and/or any party responsible for cleaning, and snowice removal of 1170 McLester Street Express Port Plaza in Elizabeth, NJ 07201.

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/16331-C.pdf. Paper copies of the available records are available upon request.

Pursuant to the Code, certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, privacy and security.

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

Very truly yours,

Danny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 7348 F: 212 435 7555

VIA MAIL AND FAX (973-684-1355)

April 10, 2014

Mr. Alfonso Daloisio, Jr., President
Railroad Construction Company, Inc.
75-77 Grove Street
Paterson, NJ 07503

RE: EMERGENCY RAILROAD REPAIR SERVICES AT VARIOUS PORT AUTHORITY OF NEW YORK AND NEW JERSEY FACILITIES: BID NUMBER 36796; CONTRACT NUMBER 4600009899; PURCHASE ORDER NUMBER 4500064968

Dear Mr. Daloisio, Jr.:

Your bid, including addenda 1 and 2, addressing the above referenced Contract has been accepted. The term of this Contract shall be for three (3) years effective April 11, 2014 through April 10, 2017, subject to earlier termination or extension as provided for in the Contract.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, you shall submit an original Certificate of Insurance to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th floor, New York, New York 10003. This Certificate must also be annotated with CITS tracking number 10692.

Your facility contact is Mr. Mike Pillarella who can be reached on 973-578-2170. If you have any questions concerning the award of this Contract, you can contact Mr. Richard Grehl at (201) 395-3441.

For invoicing and correspondence purposes, Purchase Order #4500064968 has been assigned to this Contract.

Very truly yours,

Selene Ortega
Operations Manager
Commodities and Services Division
Procurement Department

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: 2/19/2014

TITLE: EMERGENCY RAILROAD REPAIR SERVICES AT VARIOUS PORT AUTHORITY OF NEW YORK AND NEW JERSEY FACILITIES

BID NO.: 36796

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

FACILITY INSPECTION:	**MARCH 4, 2014**	**TIME: 9:00 AM**
QUESTIONS DUE:	**MARCH 5, 2014**	**TIME: 10:00 AM**
BID DUE DATE:	**MARCH 11, 2014**	**TIME: 11:00 AM**

BUYER NAME: RICHARD A. GREHL **PHONE NO.: (201) 395-3441**
EMAIL: rgrehl@panynj.gov

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

RAILROAD CONSTRUCTION COMPANY, INC.
(NAME OF BIDDING ENTITY)

75-77 Grove Street
(ADDRESS)

Paterson, New Jersey 07503
(CITY, STATE AND ZIP CODE)

Alfonso Daloisio, Jr., President — (973) 684-0362
(REPRESENTATIVE TO CONTACT-NAME & TITLE) — (TELEPHONE)

(973) 684-1355
(FEDERAL TAX I.D. NO.) — (FAX NO.)

✓ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

2014 MAR 13 AM 11:15
PROCUREMENT

Rev. 09/07/2010

INVITATION FOR BID

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

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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder's name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid title, the Bid Collective Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery. If your bid is to be hand-delivered by messenger or you are planning to attend the formal bid opening, please note that only individuals with valid photo identification will be permitted access to the Port Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. Vendor Profile

To ensure maximum opportunities, it is vitally important that Bidders keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Bidders may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at https://panynjprocure.com/VenLogon.asp.

4. Acknowledgment of Addenda

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

If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html and download any addenda that might have been issued in connection with this solicitation.

5. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THE CONTRACT DOCUMENTS WILL RESULT IN REJECTION OF THE BID.

6. Acceptance or Rejection of Bids

The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the

public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a

Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to the Bidder's qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire may include, but may not be limited to, the following:

a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

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

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

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

Where the statements submitted pursuant to subparagraphs (i), (ii) or (iii) are dated prior to forty-five (45) days before the bid opening, then the Bidder shall submit a statement in writing, signed by an executive officer of the Bidder or their designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

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

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

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

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

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

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

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

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

13. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

14. Available Documents - General

Certain documents, listed in Part II hereof, will be made available for reference and examination by Bidders either at the Facility Inspection, or during regular business hours. Arrangements to review these documents at a time other than the Facility Inspection may be made by contacting the person listed in Part II as the contact for the Facility Inspection.

These documents were not prepared for the purpose of providing information for Bidders upon this Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the inferences or conclusions to be drawn there from.

15. Pre-award Meeting

The lowest qualified Bidder may be called for a pre-award meeting prior to award of the Contract.

16. Price Preference

A price preference may be available for Minority/Women Business Enterprises (M/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

17. M/WBE Subcontracting Provisions

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Bidder will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

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

(a) 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.

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

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

1) Dividing the services and materials to be procured into small portions where feasible;
2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
4) Ensuring that provision is made for timely progress payments to the M/WBEs and;
5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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

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

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

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Please go to www.panynj.gov/supplierdiversity to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Bidders shall include their M/WBE Participation Plan with their Bids, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at www.panynj.gov/supplierdiversity. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to certhelp@panynj.gov . Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

18. Certification of Recycled Materials

Bidders are requested to submit, with their bid, a written certification entitled "Certified Environmentally Preferable Products / Practices" attached hereto as "Attachment I-A", attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

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

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

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

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

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

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

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

19. City Payroll Tax

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

a) City of Newark, New Jersey for services performed in Newark, New Jersey;

b) City of New York, New York for services performed in New York, New York; and

c) City of Yonkers, New York for services performed in Yonkers, New York.

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

20. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: Railroad Construction Company, Inc. Date: March 13, 2014

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

1. Packaging

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

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

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

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

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

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

If yes, a description of the practices being followed should be include with the submission.

2. Business Practices / Operations / Manufacturing

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

____ Recycles materials in the warehouse or other operations

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

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

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

____ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

____ ISO 14000 or adopted some other equivalent environmental management system

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

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

If yes, Bidders should attach copies of the certificates obtained.

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

Alfonso Daloisio, Jr., President Name March 13, 2014 Date

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. **Service(s) Required**

Emergency Railroad Repair Services at (1) Port Newark Marine Terminal and at (2) the following facilities (which are operated by New York New Jersey Rail, LLC ("NYNJR")): Greenville Yards and NYNJR's Port Jersey Rail Division in Jersey City, New Jersey (including yards, tracks, switches, and liftbridges); Bush Terminal Rail Yard (also known as the 51st Street Yard), 65th Street Rail Yard, South Brooklyn Marine Terminal, 1st Avenue Street Track, and other related trackage (including yards, tracks, switches and liftbridges) in Brooklyn, NY; and Car Floats #16 and #278, when moored at any one of the above-named facilities. The Port Authority of New York and New Jersey (PA) owns all membership interests in NYNJR, LLC.

2. **Location(s) Services Required**

Port Newark Marine Terminal and at (2) the following facilities (which are operated by New York New Jersey Rail, LLC ("NYNJR")): Greenville Yards and NYNJR's Port Jersey Rail Division in Jersey City, New Jersey (including yards, tracks, switches, and liftbridges); Bush Terminal Rail Yard (also known as the 51st Street Yard), 65th Street Rail Yard, South Brooklyn Marine Terminal, 1st Avenue Street Track, and other related trackage (including yards, tracks, switches and liftbridges) in Brooklyn, NY; and Car Floats #16 and #278, when moored at any one of the above-named facilities. The Port Authority of New York and New Jersey (PA) owns all membership interests in NYNJR, LLC , as more fully described in the definition of "Facility" in the Specifications.[

3. **Expected Date of Commencement of Contract**

On or about March 15, 2014

4. **Contract Type**

Unit Price

5. **Duration of Contract**

Three (3) year contract, expiring on or about March 14, 2017

6. **Price Adjustment during Base Term (Index Based)**

None

7. **Option Period(s)**

None

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

Not applicable

9. **Extension Period**

120 day Applicable

10. **Facility Inspection**

Date and Time: March 4, 2014 at 9:00 am.

Location: 260 Kellogg Street, Newark NJ 07114. For navigation purposes, use intersections of Kellogg St and Corbin St, Newark NJ 07114.

Meeting first at 260 Kellogg Street, then travel accommodations will be provided by Port Authority to inspect Port Newark, NYNJR, Greenville and Brooklyn facilities.

Contact Mike Pillarella at 973-578-2170 to confirm attendance and/or receive travel directions.

One form of photo ID will be required to attend the Facility Inspection.

11. **Specific Bidder's Prerequisites**

a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of emergency railroad repair services and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

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

c. The Bidder shall have earned in its last fiscal year, or in the last complete calendar year immediately preceding the opening of its bid, a minimum of $500,000 annual gross income from the type of service required under this Contract.

d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b), above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint

venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

Proof that the above prerequisites are met should be submitted with the bid.

12. Available Documents

The following documents will be made available for reference and examination at the Facility Inspection:

Previous Contract #4600008336 will be made available at the facility inspection.

These documents were not prepared for the purpose of providing information for bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Authority makes no representation or guarantee as to and shall not be responsible for their accuracy, completeness or pertinence and, in addition, shall not be responsible for conclusions drawn therefrom. They are made available to the bidders merely for the purpose of providing them with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

13. Transportation Worker Identification Credential (For Services Performed at the Port Authority Marine Terminals)

Pursuant to the Maritime Transportation Security Act of 2006 (MTSA), Congress established the Transportation Worker Identification Credential (TWIC) Program, which is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and to all credentialed merchant mariners. Prior to the start of Work, the TWIC credentials will be required in order to gain unescorted access to restricted areas at the Port Authority Marine Terminals. Therefore, the Contractor shall be responsible to ensure that the Contractor and its employees, at any of the Port Authority Marine Terminals, obtain posses and display a valid TWIC photo identification card at all times. To obtain a TWIC, an employee must provide biographic and biometric information, such as fingerprints, sit for a digital photograph, successfully pass a security threat assessment conducted by TSA and undergo a background screening, which includes a criminal history record check, an immigration status confirmation and a terrorist watch list review. Additional information is available on the TSA website at http://www.tsa.gov/twic. Any employee who is unable to obtain and posses a valid TWIC photo identification card

will be denied access to the Port Authority Marine Terminals. All costs associated with the TWIC credential shall be borne by the Contractor.

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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 ("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 as fully set forth in Part V, ("Specifications,") at the location(s) listed in Part II and fully set forth in the Specifications, and to 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 ("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 ("Commencement Date") and, unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof ("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) ("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 ("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 will 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 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 Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

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

b) The Contractor shall submit to the Manager by the fifth day of 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 Manager 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 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.

"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. Price Adjustment

NONE.

5. 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 perform any requested repair as set forth on the Pricing Sheets then the payment due the Contractor shall be reduced by the product obtained by multiplying the unit price for that/those item(s) entered by the Contractor on the Pricing Sheets by two hundred percent (200%).

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

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

6. Insurance

1. INSURANCE PROCURED BY THE AUTHORITY

In order to reduce the cost of this Contract, the Authority will procure and will maintain in force and pay the premiums on:

A. A policy of primary public liability (Comprehensive - Commercial General Liability, including Contractual) insurance on which the Contractor and the subcontractors will be insureds issued by an insurance company satisfactory to the Authority, with current coverage limits of $50 million per occurrence combined single limit for bodily injury and property damage liability.

B. A policy of workers' compensation and employer's liability insurance fulfilling the Contractor's and the subcontractor's obligations under the applicable State Workers' Compensation Law for those employees of the Contractor and the subcontractors employed pursuant to this Contract in operations conducted at the site of the Work hereunder. Coverage under this policy may, as appropriate, include one or more of the following endorsements:

Longshoremen and Harbor Workers' Compensation Act Coverage Endorsement. (Applies when performing work on or around navigable waters).

Maritime Coverage Endorsement (Applies to masters or members of the crews of vessels, if vessels are used).

Federal Employer's Liability Act Coverage Endorsement. (May apply to railroad related Work).

Determination in any instance as to the appropriateness of the included coverage described in B.1, 2 and 3 above will be made based upon information to be provided by the Contractor relating to the mode of performance of work to be done under the Contract.

The policy described in B above will not provide coverage for any workers' compensation for the Contractor and/or subcontractors who perform any asbestos Work. In such cases, the Contractor or subcontractors shall procure and maintain, at their own expense, the workers' compensation insurance in accordance with the requirements of law in the state(s) where the work will take place, along with employer's liability insurance (in limits of not less than $1million per occurrence)

Should the Contractor and/or subcontractors be required to procure the workers' compensation insurance, within ten days after the acceptance of its Proposal the Contractor shall deliver to the General Manager, Risk Financing, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review), an original certificate, stating the Contract number, from the insurer. A duplicate certificate evidencing the above insurance shall also be delivered to the Engineer. With regard to insurance required to be procured by a subcontractor, the Contractor shall deliver the certificate described above at least ten days before the subcontractor commences Work.

The requirements for insurance procured by the Contractor or subcontractors shall not in any way be construed as a limitation on the nature or extent of the obligations of the Contractor or subcontractors.

C. A policy of builder's risk insurance, covering the improvements or other Work to be effectuated by the Contractor and the subcontractors, with coverage limits of $50 million per occurrence for all locations combined (subject to a $50 million annual aggregate for flood and earthquake damage and a limit of $10 million per occurrence for damage to off-site storage and property in-transit). The deductible is $10,000 per occurrence for all losses except those caused by flood and earthquake, where a $50,000 deductible per occurrence with respect to flood, and a $25,000 deductible per occurrence with respect to earthquake are in effect. The policy form contains various exclusions, including but not limited to the following property exclusions: automobiles; aircraft; and Contractors' and subcontractors' machinery, tools, and equipment and property of a similar nature, including forms, shoring, scaffolding, temporary structures, rental property/equipment and similar property, not intended to become a permanent part of a building or structure. The Contractor and the subcontractors must refer to the policy form to determine all properties and perils included and excluded and to determine their rights and responsibilities as insureds under the policy form. The Contractor and the subcontractors are responsible for payment for all losses within the deductibles and losses not covered by the builder's risk policies.

The current policies described in A through C of this numbered clause are on file and available for examination by appointment in the office of the General Manager, Risk Financing, The Port Authority of NY & NJ, Treasury Department, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003. The policies under A and B above are subject to certain liability coverage exclusions, which include, but are not limited to, exclusions from liability from claims arising from pollution and exposure to asbestos.
The Contractor and subcontractors shall comply with all obligations of the insured under or in connection with all of the policies described in A through C above.

The Authority shall have the right at any time and from time to time at its option to procure insurance substituting in whole or in part for any or all of the policies described in A through C above or to require that the Contractor and the subcontractors themselves obtain insurance substituting in whole or part for that above referred to, provided always, however, that the Contractor and the subcontractors shall be afforded coverage as stipulated by the Authority and the Authority shall either pay the premiums on such substitute insurance or reimburse the Contractor and the subcontractors therefor.
Neither the procurement of the above insurance or any substitute insurance nor the extent of the coverage or the limits of liability thereunder shall be construed to be a limitation on the nature or extent of the Contractor's obligations, or to relieve the Contractor of any such obligations, and the procurement of the above insurance is only for the purpose of

reducing the cost of the Contract without constituting any representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on the Contractor by law (except the applicable State Workers' Compensation Law) or by this or any other Contract.

Notwithstanding any provision of this clause, however, no subcontractor shall be or have the right to be covered under the policies of insurance above referred to until the subcontractor has been expressly approved in writing by the Engineer, as required under this Contract, and such approval may be withheld, among other reasons, until execution by the subcontractor of agreements affirming its obligations provided in this clause with respect to the above insurance.

The provisions of this numbered clause are not intended to create any rights for the Contractor other than rights which may be available to the Contractor under said policies themselves, whatever such rights may be. Moreover, the Authority makes no representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of The Authority is authorized to make any such representation or guaranty, either by the provisions of this numbered clause or otherwise, as to the effect of or the coverage under said policies, and no employee or agent of The Authority is authorized to make any such representation or guaranty or to offer any interpretation of or information on said policies. The Contractor warrants and represents that it has examined and is familiar with the above stated coverages and that in submitting its Proposal it has relied solely on its own interpretation thereof and not on any representations or statements, oral or written, of the Authority, its Commissioners, officers, agents, employees, consultants or contractors.

All negotiations and adjustments with any insurer concerning payment for any loss, the risk of which is borne by the Contractor under this Contract, shall be the responsibility of and shall be conducted by the Contractor unless the applicable policy provides otherwise. The Contractor shall, however, inform the Engineer of the progress of all such negotiations and notify the Engineer sufficiently in advance of all meetings thereon so that the Engineer or designated representatives may attend said negotiations if they so desire.

The Authority shall be entitled to all returned premiums, dividends and credits which may become payable at any time for any reason whatsoever in connection with the aforementioned insurance. The Contractor hereby assigns to the Authority all such returned premiums, dividends and credits and the subcontractors shall be deemed to have assigned to The Authority all such returned premiums, dividends and credits by becoming subcontractors under this Contract. The Contractor shall execute and cause the subcontractors to execute any instrument necessary or convenient to evidence the Authority's right to such returned premiums, dividends and credits.

Notwithstanding any payment by the Authority of any insurance premiums, the Authority shall not be deemed the employer of any employees hired by the Contractor or any

subcontractor covered by such insurance nor shall it be liable for any of the obligations of such employer.
The Contractor and the subcontractors shall cooperate to the fullest extent with the Authority in all matters relating to the aforementioned insurance and shall comply with all requirements of all insurance policies procured by the Authority. They shall also at their own expense furnish the Engineer or a duly authorized representative with copies of all payrolls, correspondence, papers, records and other things necessary or convenient for dealing with or defending against any claims and for procuring or administering the aforementioned insurance including furnishing the name of any of their employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance.

2. INSURANCE PROCURED BY CONTRACTOR

The Contractor, and all subcontractors, shall maintain and pay the premiums on the policy or policies of insurance for coverage(s) as hereinafter described, which shall cover its operations hereunder, shall be effective throughout the effective period of this contract, and shall afford coverage(s) in not less than the amounts set forth below:

A. Commercial Automobile Liability Insurance covering "any" vehicles on the broadest commercially available form:

1) Combined single limit for bodily injury and property damage liability – $3 Million per each accident.

In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured. The liability policy (ies) and certificate of insurance shall contain separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period. 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.

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 deliver certified copies of the policy(ies) described above or certificate(s) of insurance evidencing the existence thereof to the Engineer at the location where the work will be performed, within ten (10) days after the acceptance of its Proposal. Such policy(ies) or certificate(s) shall state the contract number and shall contain a valid provision or endorsement that the policy(ies) may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Authority.
Certified copies of all renewal policies or certificates evidencing their existence shall be delivered to the Engineer at the location where the work will be performed at least ten (10) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall be or become unsatisfactory to the Authority as to form or substance, or if the carrier issuing any such certificate or policy shall be or become unsatisfactory to the Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy. Upon request of the General Manager, Risk Financing, the Contractor shall furnish the Authority with a certified copy of each policy stated above.

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.

7. **Increase and Decrease in Areas or Frequencies**

   The Manager shall have the right, at any time and from time to time in his or her 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 and/or to remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice delivered not less than twenty-four (24) hours in advance, 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 Manager shall have the right to negotiate the Contractor's compensation to reflect such change, whether an increase or decrease in areas or in frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

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.

8. Extra Work

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

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

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their 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 Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manger may require, executed, acknowledged and delivered, assuring to the Manager 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 Manager shall have the authority to decide all questions in connection with the Extra Work. 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.

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

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

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager 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 constitute 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 Manager within seven (7) days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty-four (24) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

Extra Work associated with Port Newark, shall be billed to the Port Authority, attention Mike Pillarella, 260 Kellogg Street, Newark, NJ 07114, on a separate invoice on a monthly basis.

Extra Work associated with NYNJR facilities shall be billed to New York New Jersey Rail, LLC (NYNJR, LLC), attention Don Hutton, Managing Director, 26 Colony Road, Jersey City, NJ 07305, with a copy to the Port Authority, attention Matt Masters, General Manager, Port Rail Projects, 225 Park Avenue South, 11th Floor, New York, NY 10003, on a separate invoice on a monthly basis.

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

1. SIGNATURE SHEET

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

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

Bidding Entity **Railroad Construction Company, Inc.**

Bidder's Address 75-77 Grove Street

City, State, Zip Paterson, New Jersey 07503

Telephone No. (973) 684-0362 FAX (973) 684-1355

Email Bidgroup@rccmail.net EIN# _____

SIGNATURE _____ Date March 13, 2014

Print Name and Title Alfonso Daloisio, Jr., President

ACKNOWLEDGEMENT:

STATE OF: NEW JERSEY

COUNTY OF: PASSAIC

On this 13th day *of* March, 2014, personally came before me, Alfonso Daloisio, Jr., who, duly sworn by me, did depose that (s)he has knowledge of the matters herein stated, that they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Notary Public

LUZ Y. CARRILLO-SARMIENTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 31, 2018

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).

2014 MAR 13 AM 11: 15

PROCUREMENT

RAILROAD CONSTRUCTION COMPANY, INC.

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

SEE ATTACHED

PROCUREMENT
2004 MAR 13 AM 11:14

Railroad Construction Company, Inc.

Contractors - Engineers

75-77 Grove Street • Paterson, NJ 07503

Est. 1926

Phone 973-684-0362 • Fax 973-684-1355

NAME AND RESIDENCE OF PRINCIPALS

Alfonso Daloisio, Jr.
President -

Eugene A. Sullivan, Jr.
Vice-President -

Joseph Vaccaro
Vice-President -

Lauren A. Elsaesser
Vice-President/Treasurer -

Peter Fleming
Vice-President -

Gregory Fallon
Vice-President -

Mary Speck
Secretary -

PROCUREMENT
2004 MAY 13 AM 11:14

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. All Bidders are asked to 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). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

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

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

RAILROAD CONSTRUCTION COMPANY, INC.

RAILROAD CONSTRUCTION COMPANY, INC.

PRICE SHEETS

EXHIBIT A – PORT NEWARK MARINE TERMINAL

UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY & INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT. WORK HOURS SHALL BE MONDAY to FRIDAY from 7:00 AM TO 5:00 PM

ITEM #	Three (3)YEAR ESTIMATE	Description of Item	UNIT PRICES	ESTIMATED CONTRACT
1	400 LF	Install Port Authority (PA) furnished 100# RA relay rail	22-	8,800-
2	200 LF	Supply & install 100# RA relay rail	45-	9,000-
3	150 each	Standard Ties (6")	100-	15,000-
4	5 each	Switch timbers 13' to 16'	375-	1,875-
5	30 each	Switch timbers 9' to 12'	330-	9,900-
6	5 each	Install PA furnished switch stands	750-	3,750-
7	4 each	Switch connecting rods	200-	800-
8	4 each	Switch points, 100# RA relay, 9' to 12'	750-	3,000-
9	2 each	Switch points, 115# RE relay, 9' to 12'	1,000-	2,000-
10	2 each	Switch points, 115# RE relay, 13' +	1,250-	2,500-
11	2 each	Switch points, 136# RE relay, 9' to 12'	1,250-	2,500-
12	4 each	Switch points, 136# RE relay, 13' +	2,000-	8,000-
13	1 each	Relay frog for # 8 turnout, 100# RA	1,000-	1,000-
14	1 each	Relay frog for # 6 turnout, 100# RA	1,000-	1,000-
15	1 each	Relay frog for # 8 turnout, 115# RE	3,000-	3,000-
16	1 each	Relay frog for # 6 turnout, 115# RE	1,500-	1,500-
17	1 each	Relay frog for # 8 turnout, 136# RE	4,000-	4,000-
18	1 each	Relay frog for # 6 turnout, 136# RE	2,000-	2,000-
19	150 tons	Track ballast, per ton	40-	6,000-
20	25 each	Mobilization per workorder	750-	18,750-
21	40 lf	Guard Rail, 100# RA	40-	1,600-
22	1,000 ft	Raise track at 2" intervals	6-	6,000-
23	500 ft	Raise turnouts at 2" intervals	12-	6,000-
24	1,500 ft	Surface and align track	6-	9,000-
25	400 ft	Surface and align turnouts	10-	4,000-
26	700 ft	Excavate and dispose soil to top/tie, 5' from center line	25-	17,500-
27	10 each	Clean, oil & adjust switch	325-	3,250-
28	7 each	Weld switch points, per switch	250-	1750-
29	1,000 ft	Excavate asphalt to top/tie, 5' from center line	50-	50,000-
30	250 tons	Install asphalt, per ton	150-	37,500-
31	800 ft	Regauge track, Exclusive of rail replacement	7-	5,600-
32	30 each	Furnish & install single jaw gauge rods	60-	1,800-
33	30 each	Furnish & install double jaw gauge rods	100-	3,000-
34	75 each	Relay tie plates, 100# RA, single shoulder	10-	750-
35	100 each	Relay tie plates, 115# RE, single shoulder	12-	1,200-
36	4 pair	Compromise joints, relay, 100# RA/115# RE	625-	2500-

RAILROAD CONSTRUCTION COMPANY, INC.

37	6 pair	Compromise joints, relay, 115# RE/136# RE	625-	3,750-
38	16 pair	Joint bars, 100# RA relay including nuts & bolts	50-	800-
39	6 pair	Joint bars, 115# RE relay including nuts & bolts	60-	360-
40	30 pair	Joint bars, 136# RE relay including nuts & bolts	60-	1,800-
41	400 lf	115# RE relay rail	45-	18,000-
42	800 each	136# RE relay double shoulder tie plates	12-	9,600-
43	800 each	Pandrol clips & caps	15-	12,000-
44	800 each	Pandrol relay tie plates for 136# RE rail	20-	16,000-
45	1000 lf	136# RE relay rail	48-	48,000-
46	350 each	Furnish & install 7" grade ties	145-	50,750-
47	5 each	Furnish & install backsaver switch stand	1,250-	6,250-
48	1 each	Install PA furnished connecting rods	50-	50-
49	500 each	Install PA furnished 100# RA single shoulder tie plates	5-	2,500-
50	75 each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	12-	900-
51	40 pair	Install PA furnished 100# RA joint bars	35-	1,400-
52	1 each	Install PA furnished switch points 100# RA relay, 11'	200-	200-
53	8 each	Furnish & install 100# RA relay brace plates	200-	1,600-
54	12 each	Track bolts, 1" X 5"	5-	60-
55	120 each	Track bolts, 1" X 5.5"	5-	600-
56	6 each	Track bolts, 1" X 6"	5-	30-
57	10 each	Guard rail bolts, 1" X 8"	5-	50-
58	2 each	Frog/guard rail bolts, 1" X 9"	10-	20-
59	20 each	Frog/guard rail bolts, 1" X 10"	10-	200-
60	2 each	Frog bolts, 1" X 13"	15-	30-
61	4 each	Western-Cullen-Hayes (FM) switch point protector	1,500-	6,000-
62	50 lb	Welding Rods, per pound	5-	250-
63	225 each	Track spikes	1-	225-
64	50 each	Web bonds	28-	1,400-
65	3 bundles	Tie plugs	78-	234-
66	6 each	Switch stand latches	84-	504-
67	1 each	Switch stand targets	157-	157-
	Labor:			
68	60 hours	Supervisor	125-	7,500-
69	150 hours	Foremen	95-	14,250-
70	80 hours	Drivers	92-	7,360-
71	80 hours	Welders	92-	7,360-
72	275 hours	Laborers	90-	24,750-
73	15 hours	Machine Operators (A)	130-	1950-
74	10 hours	Machine Operators (B)	120-	1,200-
	Equipment:			
75	150 hours	Tool truck	20-	3,000-
76	100 hours	Welding truck	30-	3,000-
77	200 hours	Pickup truck	12-	2,400-
78	120 hours	Air compressor	15-	1,800-
79	30 hours	Backhoe	50-	1,500-
		EXHIBIT A TOTAL ESTIMATE OF ITEMS 1 THROUGH 79	=	515,615-

RAILROAD CONSTRUCTION COMPANY, INC.

PRICE SHEETS

EXHIBIT B– PORT NEWARK MARINE TERMINAL

UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY AND INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT.
WORK HOURS SHALL BE MONDAY – FRIDAY HOURS OF: 5:00 PM - 7:00 AM,
ALL SATURDAY AND SUNDAY TO MONDAY 7:00 AM AND ALL HOLIDAY HOURS.

ITEM #	Three (3)YEAR ESTIMATE	Description of Item	UNIT PRICES	ESTIMATED CONTRACT PRICE
1	100 LF	Install Port Authority (PA) furnished 100# RA relay rail	28-	2,800-
2	100 LF	Supply & Install 100# RA relay rail	46-	4,600-
3	100 each	Standard Ties (6")	125-	12,500-
4	1 each	Switch timbers 13' to 16'	448-	448-
5	5 each	Switch timbers 9' to 12'	366-	1,830-
6	1 each	Install PA furnished switch stands	1,011-	1,011-
7	1 each	Switch connecting rods	200-	200-
8	1 each	Switch points, 100# RA relay, 9' to 12'	800-	800-
9	1 each	Switch points, 115# RE relay, 9' to 12'	1,100-	1,100-
10	1 each	Switch points, 115# RE relay, 13' +	1,350-	1,350-
11	1 each	Switch points, 136# RE relay, 9' to 12'	1,350-	1,350-
12	1 each	Switch points, 136# RE relay, 13' +	2,100-	2,100-
13	1 each	Relay frog for # 8 turnout, 100# RA	1,100-	1,100-
14	1 each	Relay frog for # 6 turnout, 100# RA	1,100-	1,100-
15	1 each	Relay frog for # 8 turnout, 115# RE	3,100-	3,100-
16	1 each	Relay frog for # 6 turnout, 115# RE	2,000-	2,000-
17	1 each	Relay frog for # 8 turnout, 136# RE	4,100-	4,100-
18	1 each	Relay frog for # 6 turnout, 136# RE	2,100-	2,100-
19	50 tons	Track ballast, per ton	42-	2,100-
20	10 each	Mobilization per workorder	800-	8,000-
21	20 lf	Guard Rail, 100# RA	41-	820-
22	500 ft	Raise track at 2" intervals	7-	3,500-
23	500 ft	Raise turnouts at 2" intervals	13-	6,500-
24	1,000 ft	Surface and align track	6.50	6,500-
25	100 ft	Surface and align turnouts	12-	1,200-
26	300 ft	Excavate and dispose soil to top/tie, 5' from center line	28-	8,400-
27	5 each	Clean, oil & adjust switch	335-	1,675-
28	3 each	Weld switch points, per switch	275-	825-
29	500 ft	Excavate asphalt to top/tie, 5' from center line	52-	26,000-
30	100 tons	Install asphalt, per ton	175-	17,500-
31	200 ft	Regauge track, Exclusive of rail replacement	8-	1,600-
32	20 each	Furnish & Install single jaw gauge rods	65-	1,300-
33	20 each	Furnish & Install double jaw gauge rods	110-	2,200-
34	25 each	Relay tie plates, 100# RA, single shoulder	11-	275-
35	50 each	Relay tie plates, 115# RE, single shoulder	13-	650-
36	2 pair	Compromise joints, relay, 100# RA/115# RE	650-	1,300

RAILROAD CONSTRUCTION COMPANY, INC.

37	4 pair	Compromise joints, relay, 115# RE/136# RE	1650-	2600-
38	4 pair	Joint bars, 100# RA relay including nuts & bolts	55-	220-
39	4 pair	Joint bars, 115# RE relay including nuts & bolts	65-	260-
40	20 pair	Joint bars, 136# RE relay including nuts & bolts	65-	1300-
41	200 lf	115# RE relay rail	47-	9,400-
42	400 each	136# RE relay double shoulder tie plates	14-	5,600-
43	400 each	Pandrol clips & caps	16-	6,400-
44	400 each	Pandrol relay tie plates for 136# RE rail	21-	8,400-
45	300 lf	136# RE relay rail	50-	15,000-
46	200 each	Furnish & install 7" grade ties	156-	31,200-
47	1 each	Furnish & install backsaver switch stand	1,350-	1,350-
48	1 each	Install PA furnished connecting rods	60-	60-
49	200 each	Install PA furnished 100# RA single shoulder tie plates	6-	1,200-
50	25 each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	14-	350-
51	10 pair	Install PA furnished 100# RA joint bars	37-	370-
52	1 each	Install PA furnished switch points 100# RA relay, 11'	225-	225-
53	4 each	Furnish & install 100# RA relay brace plates	210-	840-
54	4 each	Track bolts, 1" X 5"	5.50	22-
55	40 each	Track bolts, 1" X 5.5"	5.50	220-
56	4 each	Track bolts, 1" X 6"	5.50	22-
57	5 each	Guard rail bolts, 1" X 8"	5.50	27.50
58	2 each	Frog/guard rail bolts, 1" X 9"	11-	22-
59	5 each	Frog/guard rail bolts, 1" X 10"	11-	55-
60	1 each	Frog bolts, 1" X 13"	16-	16-
61	1 each	Western-Cullen-Hayes (FM) switch point protector	1,550-	1,550-
62	25 lb	Welding Rods, per pound	5-	125-
63	75 each	Track spikes	1-	75-
64	35 each	Web bonds	28-	980-
65	1 bundles	Tie plugs	78-	78-
66	4 each	Switch stand latches	84-	336-
67	1 each	Switch stand targets	157-	157-
	Labor:			
68	25 hours	Supervisor	164-	4,100-
69	75 hours	Foremen	126-	9450-
70	30 hours	Drivers	122-	3,6660-
71	40 hours	Welders	122-	4,880-
72	100 hours	Laborers	120-	12,000-
73	5 hours	Machine Operators (A)	175-	875-
74	5 hours	Machine Operators (B)	170-	850-
	Equipment:			
75	75 hours	Tool truck	20-	1,500-
76	70 hours	Welding truck	30-	2,100-
77	100 hours	Pickup truck	12-	1,200-
78	70 hours	Air compressor	15-	1,050-
79	10 hours	Backhoe	50	500-
		EXHIBIT B TOTAL ESTIMATE OF ITEMS 1 THROUGH 79	=	264,559.50

RAILROAD CONSTRUCTION COMPANY, INC.

PRICE SHEETS
EXHIBIT C – NEW YORK NEW JERSEY RAIL, LLC
UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY
& INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT.
New Jersey - WORK HOURS SHALL BE MONDAY TO FRIDAY FROM 7:00AM to 5:00PM

Item #	3-Year Estimated QUANTITY	Unit	Description of Item	Unit Prices	ESTIMATED CONTRACT PRICE
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	$ 22-	$ 220.-
2	10	LF	Supply & Install 80# relay	35-	350-
3	25	LF	Supply & install 100# RA relay rail	45-	1,125-
4	15	each	Standard Ties (6")	100-	1,500-
5	1	each	Switch timbers 13' to 16'	375-	375-
6	2	each	Switch timbers 9' to 12'	330-	660-
7	1	each	Install PA-furnished switch stands	750-	750-
8	1	each	Switch connecting rods	200-	200-
9	1	each	Switch Point - 80# relay, 9' to 12'	350-	350-
10	1	each	Switch Point - 80# relay, 13'+	350-	350-
11	1	each	Switch points, 100# relay 9' to 12'	750-	750-
12	1	each	Switch points, 100# relay 13'+	850-	850-
13	1	each	Switch points, 115# relay, 9' to 12'	1,000-	1,000-
14	1	each	Switch points, 115# relay, 13' +	1,250-	1,250-
15	1	each	Switch points, 130# relay 9' to 12'	1,250-	1,250-
16	1	each	Switch points, 130# relay, 13' +	2,000-	2,000-
17	1	each	Switch points, 136# relay 9' to 12'	1,250-	1,250-
18	1	each	Switch points, 136# relay, 13' +	2,000-	2,000-
19	1	each	Relay frog for #8 turnout, 80#	400-	400-
20	1	each	Relay frog for #8 turnout, 100#	1,000-	1,000-
21	1	each	Relay frog for #6 turnout, 100#	1,000-	1,000-
22	1	each	Relay frog for #8 turnout, 115#	3,000-	3,000-
23	1	each	Relay frog for #6 turnout, 115#	1,500-	1,500-
24	1	each	Relay frog for #8 turnout, 136#	4,000-	4,000-
25	1	each	Relay frog for #6 turnout, 136#	2,000-	2,000-
26	15	tons	Track ballast, per ton	40-	600-
27	5	each	Mobilization per workorder	750-	3,750-
28	5	LF	Guard Rail, 100#	40-	200-
29	5	LF	Guard Rail, 115#	42-	210-
30	50	LF	Raise track at 2" intervals	6-	300-
31	25	LF	Raise turnouts at 2" intervals	12-	300-
32	100	LF	Surface and align track	6-	600-
33	15	LF	Surface and align turnouts	10-	150-
34	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline	25-	625-

RAILROAD CONSTRUCTION COMPANY, INC.

35	2	LF	Clean, oil, & adjust switch	325-	650-
36	3	LF	Weld switch points, per switch	250-	750-
37	15	LF	Excavate asphalt to top/tie, 5' from center line	50-	750-
38	5	tons	Install asphalt, per ton	150-	750-
39	50	LF	Regauge track, Exclusive of rail replacement	7-	350-
40	5	each	Furnish & install single jaw gauge rods	60-	300-
41	2	each	Furnish & install double jaw gauge rods	100-	200-
42	7	each	Relay tie plates, 100# RA, single shoulder	10-	70-
43	7	each	Relay tie plates, 115# RE, single shoulder	12-	84-
44	2	pair	Compromise joints, relay, 100# RA/115# RE	625-	1,250-
45	1	pair	Compromise joints, relay, 115# RE/136# RE	625-	625-
46	5	pair	Joint bars, 100# RA relay including nuts & bolts	50-	250-
47	5	pair	Joint bars, 115# RE relay including nuts & bolts	60-	300-
48	2	pair	Joint bars, 136# RE relay including nuts & bolts	60-	120-
49	25	LF	Furnish and install 115# relay rail	45-	1,125-
50	25	LF	Furnish and Install 130# relay rail	45-	1,125-
51	50	each	136# relay double shoulder tie plates	12-	600-
52	4	each	Pandrol clips & caps	12-	48-
53	3	each	Pandrol tie plates - 100#	20-	60-
54	50	each	Pandrol relay tie plates for 136# RE rail	20-	1,000-
55	25	LF	136# RE relay rail	48-	1,200-
56	15	each	Furnish & install 7" grade ties	145-	2,175-
57	1	each	Furnish & install backsaver switch stand	1,250-	1,250-
58	1	each	Install PA-furnished connecting rods	50-	50-
59	7	each	Furnish & install 100# single shoulder tie plates	10-	70-
60	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	12-	60-
61	3	pair	Install PA-furnished 100# RA joint bars	35-	105-
62	1	each	Install PA-furnished switch points 100# RA relay, 11'	200-	200-
63	2	each	Furnish & install 100# RA relay brace plates	200-	400-
64	12	each	Track bolts, 1" x 5"	5-	60-
65	60	each	Track bolts, 1" x 5.5"	5-	300-
66	8	each	Track bolts, 1" x 6"	5-	40-
67	12	each	Guard rail bolts, 1" x 8"	5-	60-
68	4	each	Frog/guard rail bolts, 1" x 9"	10-	40-
69	12	each	Frog/guard rail bolts, 1" x 10"	10-	120-
70	4	each	Frog bolts, 1" x 13"	15-	60-
71	1	each	Western-Cullen-Hayes (FM) switch point protector	1,500-	1,500-
72	10	pounds (lb)	Welding Rods, per pound	5-	50-
73	100	each	Track spikes	1-	100-
74	3	each	Web bonds	28-	84-
75	1	bundles	Tie plugs	78-	78-
76	1	each	Switch stand latches	84-	84-
77	1	each	Switch stand targets	157-	157-

RAILROAD CONSTRUCTION COMPANY, INC.

79	2	each	Hook Plates - 23"	33-	66-
80	1	each	Heel Plates - Relay	35-	35-
81	2	each	Brace Plates - Relay	112-	224-
82	16	each	Guard rail bolts, 1" x 8"	5-	80-
83	4	each	Frog/Guardrail Bolts 1"x9"	10-	40-
84	1	each	#1 switch rods	235-	235-
85	1	each	Heel Blocks, 100# Relay	480	480-
86	15	each	Carfloat Track Rail Clips	290-	4,350-
87	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding	280-	1,120-
88	5	LF	Seam Welding - Carfloat	120-	600-
		Labor:			
89	10	hours	Supervisor	125-	1,250-
90	20	hours	Foremen	95-	1,900-
91	10	hours	Drivers	92-	920-
92	10	hours	Welders	92-	920-
93	15	hours	Laborers	90-	1,350-
94	8	hours	Machine Operators (A)	130-	1,040-
95	4	hours	Machine Operators (B)	120-	480-
		Equipment:			
96	20	hours	Tool truck	20-	400-
97	6	hours	Welding truck	30-	180-
98	12	hours	Pickup truck	12-	144-
99	7	hours	Air compressor	15-	105-
100	3	hours	Backhoe	50-	150-
101	4	hours	Prentice Loader	110-	440-
102	2	hours	Komatchi WA 420 or equivalent	80-	160-
103	4	hours	Welding Machine	10-	40-
104	2	hours	Pettybone Crane	65-	130-
105	2	hours	Hydraulic Rail Stretcher	6-	12-
106	4	hours	Material Tie Exchanger (MTX)	75-	300-
			EXHIBIT C TOTAL ESTIMATE OF ITEMS 1 THROUGH 106	=	$ 71,666-

RAILROAD CONSTRUCTION COMPANY, INC.

PRICE SHEETS

EXHIBIT D– – NEW YORK NEW JERSEY RAIL, LLC

NEW JERSEY - UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY AND INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT. WORK HOURS SHALL BE MONDAY – FRIDAY HOURS OF: 5:00 PM - 7:00 AM, ALL SATURDAY AND SUNDAY TO MONDAY 7:00 AM AND ALL HOLIDAY HOURS.

Item #	3 Yr. Estimated Quantity	Unit	Description of Item	Unit Prices	Estimated Contract Price
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	$ 28-	$ 280-
2	10	LF	Install 80# relay	$ 36-	$ 360-
3	25	LF	Supply & install 100# RA relay rail	$ 46-	$ 1,150-
4	15	each	Standard Ties (6")	$ 125-	$ 1,875-
5	1	each	Switch timbers 13' to 16'	$ 448-	$ 448-
6	2	each	Switch timbers 9' to 12'	$ 366-	$ 732-
7	1	each	Install PA-furnished switch stands	$ 1,011-	$ 1,011-
8	1	each	Switch connecting rods	$ 200-	$ 200-
9	1	each	Switch points, 115# relay, 9' to 12'	$ 1,100-	$ 1,100-
10	1	each	Switch points, 115# relay, 13' +	$ 1,350-	$ 1,350-
11	1	each	Switch points, 136# relay 9' to 12'	$ 1,350-	$ 1,350-
12	1	each	Switch points, 136# relay, 13' +	$ 2,100-	$ 2,100-
13	1	each	Relay frog for #8 turnout, 100#	$ 1,100-	$ 1,100-
14	1	each	Relay frog for #8 turnout, 115#	$ 3,100-	$ 3,100-
15	1	each	Relay frog for #8 turnout, 136#	$ 4,100-	$ 4,100-
16	15	tons	Track ballast, per ton	$ 42-	$ 630-
17	5	each	Mobilization per workorder	$ 800-	$ 4,000-
18	5	LF	Guard Rail, 100#	$ 41-	$ 205-
19	5	LF	Guard Rail, 115#	$ 45-	$ 225-
20	50	LF	Raise track at 2" intervals	$ 7-	$ 350-
21	25	LF	Raise turnouts at 2" intervals	$ 13-	$ 325-
22	100	LF	Surface and align track	$ 6.50	$ 650-
23	15	LF	Surface and align turnouts	$ 12-	$ 180-
24	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline	$ 28-	$ 700-
25	2	LF	Clean, oil, & adjust switch	$ 335-	$ 670-
26	2	LF	Weld switch points, per switch	$ 275-	$ 550-
27	15	LF	Excavate asphalt to top/tie, 5' from center line	$ 52-	$ 780-
28	5	tons	Install asphalt, per ton	$ 175-	$ 875-
29	50	LF	Regauge track, Exclusive of rail replacement	$ 8-	$ 400-
30	5	each	Furnish & install single jaw gauge rods	$ 65-	$ 325-
31	2	each	Furnish & install double jaw gauge rods	$ 110-	$ 220-
32	7	each	Relay tie plates, 100# RA, single shoulder	$ 11-	$ 77-
33	7	each	Relay tie plates, 115# RE, single shoulder	$ 13-	$ 91-

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34	1	pair	Compromise joints, relay, 100# RA/115# RE	$ 650-	$ 650-
35	1	pair	Compromise joints, relay, 115# RE/136# RE	$ 650-	$ 650-
36	5	pair	Joint bars, 100# RA relay including nuts & bolts	$ 55-	$ 275-
37	5	pair	Joint bars, 115# RE relay including nuts & bolts	$ 65-	$ 325-
38	2	pair	Joint bars, 136# RE relay including nuts & bolts	$ 65-	$ 130-
39	15	LF	Furnish and install 115# relay rail	$ 47-	$ 705-
40	15	LF	Furnish and Install 130# relay rail	$ 47-	$ 705-
41	50	each	136# relay double shoulder tie plates	$ 14-	$ 700-
42	4	each	Pandrol clips & caps	$ 16-	$ 64-
43	3	each	Pandrol tie plates - 100#	$ 21-	$ 63-
44	50	each	Pandrol relay tie plates for 136# RE rail	$ 21-	$ 1,050-
45	15	LF	136# RE relay rail	$ 50-	$ 750-
46	10	each	Furnish & install 7" grade ties	$ 156-	$ 1,560-
47	1	each	Furnish & install backsaver switch stand	$ 600-	$ 600-
48	1	each	Install PA-furnished connecting rods	$ 60-	$ 60-
49	7	each	Furnish & install 100# single shoulder tie plates	$ 11-	$ 77-
50	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	$ 13-	$ 65-
51	3	pair	Install PA-furnished 100# RA joint bars	$ 37-	$ 111-
52	1	each	Install PA-furnished switch points 100# RA relay, 11'	$ 400-	$ 400
53	2	each	Furnish & install 100# RA relay brace plates	$ 210-	$ 420-
54	12	each	Track bolts, 1" x 5"	$ 5-	$ 60-
55	60	each	Track bolts, 1" x 5.5"	$ 5-	$ 300-
56	8	each	Track bolts, 1" x 6"	$ 5-	$ 40-
57	12	each	Guard rail bolts, 1" x 8"	$ 5-	$ 60-
58	4	each	Frog/guard rail bolts, 1" x 9"	$ 10-	$ 40-
59	12	each	Frog/guard rail bolts, 1" x 10"	$ 10-	$ 120-
60	4	each	Frog bolts, 1" x 13"	$ 15-	$ 60-
61	1	each	Western-Cullen-Hayes (FM) switch point protector	$ 1,500-	$ 1,500-
62	10	pounds (lb)	Welding Rods, per pound	$ 5-	$ 50-
63	100	each	Track spikes	$ 1-	$ 100-
64	3	each	Web bonds	$ 28-	$ 84-
65	1	bundles	Tie plugs	$ 78-	$ 78-
66	1	each	Switch stand latches	$ 84-	$ 84-
67	1	each	Switch stand targets	$ 157-	$ 157-
68	2	each	Hook Plates - 23"	$ 37-	$ 74-
69	1	each	Heel Plates - Relay	$ 39-	$ 39-
70	2	each	Brace Plates - Relay	$ 116-	$ 232-
71	16	each	Guard rail bolts, 1" x 8"	$ 5-	$ 80-
72	4	each	Frog/Guardrail Bolts 1"x9"	$ 10-	$ 40-
73	1	each	#1 switch rods	$ 271-	$ 271-
74	1	each	Heel Blocks, 100# Relay	$ 550-	$ 550-
75	15	each	Carfloat Track Rail Clips	$ 375	$ 5,625-

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76	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding	$ 350-	$ 1,400-
77	5	LF	Seam Welding - Carfloat	$ 165-	$ 825-
		Labor:			
78	10	hours	Supervisor	$ 164-	$ 1,640-
79	20	hours	Foremen	$ 126-	$ 2,520-
80	10	hours	Drivers	$ 122-	$ 1,220-
81	10	hours	Welders	$ 122-	$ 1,220-
82	15	hours	Laborers	$ 120-	$ 1,800-
83	8	hours	Machine Operators (A)	$ 175-	$ 1,400-
84	4	hours	Machine Operators (B)	$ 170-	$ 680-
		Equipment:			
85	20	hours	Tool truck	$ 20-	$ 400-
86	6	hours	Welding truck	$ 30-	$ 180-
87	12	hours	Pickup truck	$ 12-	$ 144-
88	7	hours	Air compressor	$ 15-	$ 105-
89	3	hours	Backhoe	$ 50-	$ 150-
90	4	hours	Prentice Loader	$ 110-	$ 440-
91	2	hours	Komatchi WA 420 or equivalent	$ 80-	$ 160-
92	4	hours	Welding Machine	$ 10-	$ 40-
93	2	hours	Pettybone Crane	$ 65-	$ 130-
94	2	hours	Hydraulic Rail Stretcher	$ 6-	$ 12-
95	4	hours	Material Tie Exchanger (MTX)	$ 75-	$ 300-

EXHIBIT D TOTAL ESTIMATE OF ITEMS 1 THROUGH 95 = $ 64,739-

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PRICE SHEETS
EXHIBIT E – NEW YORK NEW JERSEY RAIL, LLC
UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY &
INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT.
NEW YORK - WORK HOURS SHALL BE MONDAY TO FRIDAY FROM 7:00AM to 5:00PM

Item #	3-Year Estimated QUANTITY	Unit	Description of Item	Unit Prices	Estimated Contract Price
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	$ 24 -	$ 240 -
2	10	LF	Install 80# relay	$ 46 -	$ 460 -
3	25	LF	Supply & install 100# RA relay rail	$ 49 -	$ 1,225 -
4	15	each	Standard Ties (6")	$ 132 -	$ 1,980 -
5	1	each	Switch timbers 13' to 16'	$ 410 -	$ 410 -
6	2	each	Switch timbers 9' to 12'	$ 375 -	$ 750 -
7	1	each	Install PA-furnished switch stands	$ 825 -	$ 825 -
8	1	each	Switch connecting rods	$ 220 -	$ 220 -
9	1	each	Switch Point - 80# relay, 9' to 12'	$ 1,030 -	$ 1,030 -
10	1	each	Switch Point - 80# relay, 13'+	$ 1,030 -	$ 1,030 -
11	1	each	Switch points, 100# relay 9' to 12'	$ 1,030 -	$ 1,030 -
12	1	each	Switch points, 100# relay 13'+	$ 1,130 -	$ 1,130 -
13	1	each	Switch points, 115# relay, 9' to 12'	$ 1,280 -	$ 1,280 -
14	1	each	Switch points, 115# relay, 13' +	$ 1,530 -	$ 1,530 -
15	1	each	Switch points, 130# relay 9' to 12'	$ 400 -	$ 400 -
16	1	each	Switch points, 130# relay, 13' +	$ 400 -	$ 400 -
17	1	each	Switch points, 136# relay 9' to 12'	$ 350 -	$ 350 -
18	1	each	Switch points, 136# relay, 13' +	$ 350 -	$ 350 -
19	1	each	Relay frog for #8 turnout, 80#	$ 1,100 -	$ 1,100 -
20	1	each	Relay frog for #8 turnout, 100#	$ 1,700 -	$ 1,700 -
21	1	each	Relay frog for #6 turnout, 100#	$ 1,700 -	$ 1,700 -
22	1	each	Relay frog for #8 turnout, 115#	$ 3,700 -	$ 3,700 -
23	1	each	Relay frog for #6 turnout, 115#	$ 2,200 -	$ 2,200 -
24	1	each	Relay frog for #8 turnout, 136#	$ 375 -	$ 375 -
25	1	each	Relay frog for #6 turnout, 136#	$ 375 -	$ 375 -
26	15	tons	Track ballast, per ton	$ 55 -	$ 825 -
27	5	each	Mobilization per workorder	$ 1,000 -	$ 5,000 -
28	5	LF	Guard Rail, 100#	$ 40 -	$ 200 -
29	5	LF	Guard Rail, 115#	$ 40 -	$ 200 -
30	50	LF	Raise track at 2" intervals	$ 7 -	$ 350 -
31	25	LF	Raise turnouts at 2" intervals	$ 13 -	$ 325 -
32	100	LF	Surface and align track	$ 7 -	$ 700 -
33	15	LF	Surface and align turnouts	$ 12 -	$ 180 -

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34	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline	$ 27 -	$ 675 -
35	2	LF	Clean, oil, & adjust switch	$ 360 -	$ 720 -
36	3	LF	Weld switch points, per switch	$ 300 -	$ 900 -
37	15	LF	Excavate asphalt to top/tie, 5' from center line	$ 55 -	$ 825 -
38	5	tons	Install asphalt, per ton	$ 175 -	$ 875 -
39	50	LF	Regauge track, Exclusive of rail replacement	$ 8 -	$ 400 -
40	5	each	Furnish & install single jaw gauge rods	$ 65 -	$ 325 -
41	2	each	Furnish & install double jaw gauge rods	$ 110 -	$ 220
42	7	each	Relay tie plates, 100# RA, single shoulder	$ 12 -	$ 84 -
43	7	each	Relay tie plates, 115# RE, single shoulder	$ 14 -	$ 98 -
44	2		Compromise joints, relay, 80# RA/100# RE	$ 633 -	$ 1,266 -
45	1	pair	Compromise joints, relay, 100# RA/115# RE	$ 633 -	$ 633 -
46	1	pair	Compromise joints, relay, 115# RE/136# RE	$ 633 -	$ 633 -
47	5	pair	Joint bars, 100# RA relay including nuts & bolts	$ 55 -	$ 275 -
48	5	pair	Joint bars, 115# RE relay including nuts & bolts	$ 65 -	$ 325 -
49	2	pair	Joint bars, 136# RE relay including nuts & bolts	$ 20 -	$ 40 -
50	25	LF	Furnish and install 115# relay rail	$ 49 -	$ 1,225 -
51	25	LF	Furnish and Install 130# relay rail	$ 20 -	$ 500 -
52	50	each	136# relay double shoulder tie plates	$ 8 -	$ 400 -
53	4	each	Pandrol clips & caps	$ 17 -	$ 68 -
54	3	each	Pandrol tie plates - 100#	$ 23 -	$ 69 -
55	50	each	Pandrol relay tie plates for 136# RE rail	$ 8 -	$ 400 -
56	25	LF	136# RE relay rail	$ 38 -	$ 950 -
57	15	each	Furnish & install 7" grade ties	$ 155 -	$ 2,325 -
58	1	each	Furnish & install backsaver switch stand	$ 1,350 -	$ 1,350 -
59	1	each	Install PA-furnished connecting rods	$ 55 -	$ 55 -
60	7	each	Furnish & install 100# single shoulder tie plates	$ 13 -	$ 91 -
61	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	$ 13 -	$ 65 -
62	3	pair	Install PA-furnished 100# RA joint bars	$ 38 -	$ 114 -
63	1	each	Install PA-furnished switch points 100# RA relay, 11'	$ 220 -	$ 220 -
64	2	each	Furnish & install 100# RA relay brace	$ 220 -	$ 440 -

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			plates		
65	12	each	Track bolts, 1" x 5"	$ 5.50 -	$ 66 -
66	60	each	Track bolts, 1" x 5.5"	$ 5.50	$ 330 -
67	8	each	Track bolts, 1" x 6"	$ 5.50	$ 44 -
68	12	each	Guard rail bolts, 1" x 8"	$ 5.50	$ 66 -
69	4	each	Frog/guard rail bolts, 1" x 9"	$ 11 -	$ 44 -
70	12	each	Frog/guard rail bolts, 1" x 10"	$ 11 -	$ 132 -
71	4	each	Frog bolts, 1" x 13"	$ 16 -	$ 64 -
72	1	each	Western-Cullen-Hayes (FM) switch point protector	$ 1,600 -	$ 1,600 -
73	10	pounds (lb)	Welding Rods, per pound	$ 6 -	$ 60 -
74	100	each	Track spikes	$ 1 -	$ 100 -
75	3	each	Web bonds	$ 31 -	$ 93 -
76	1	bundles	Tie plugs	$ 86 -	$ 86 -
77	1	each	Switch stand latches	$ 92 -	$ 92 -
78	1	each	Switch stand targets	$ 173 -	$ 173 -
79	1	each	Install PA/NYNJR supplied Manual Switch Model # Contec CSV 34 with handle and earth box	$ 1,750 -	$ 1,750 -
80	2	each	Hook Plates - 23"	$ 37 -	$ 74 -
81	1	each	Heel Plates - Relay	$ 39 -	$ 39 -
82	2	each	Brace Plates - Relay	$ 116 -	$ 232 -
83	16	each	Guard rail bolts, 1" x 8"	$ 5.50	$ 88 -
84	4	each	Frog/Guardrail Bolts 1"x9"	$ 11 -	$ 44 -
85	1	each	#1 switch rods	$ 270 -	$ 270 -
86	1	each	Heel Blocks, 100# Relay	$ 555 -	$ 555 -
87	15	each	Carfloat Track Rail Clips	$ 127 -	$ 1,905 -
88	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding	$ 400 -	$ 1,600 -
89	5	LF	Seam Welding - Carfloat	$ 212 -	$ 1,060 -
90	2	Each	Furnish and Install Treated Bridge Terminals 9"x9"	$ 750 -	$ 1,500 -
91	2	Each	Furnish and Install Treated Bridge Terminals 9"x12"	$ 800 -	$ 1,600 -
92	2	Each	Furnish and Install Treated Bridge Terminals 9"x14"	$ 817 -	$ 1,634 -
93	2	Each	Furnish and Install Treated Bridge Terminals 9"x16"	$ 834 -	$ 1,668 -
		Labor:			
94	10	hours	Supervisor	$ 142 -	$ 1,420 -
95	20	hours	Foremen	$ 115 -	$ 2,300 -
96	10	hours	Drivers	$ 101 -	$ 1,010 -
97	10	hours	Welders	$ 101 -	$ 1,010 -
98	15	hours	Laborers	$ 100 -	$ 1,500 -
99	8	hours	Machine Operators (A)	$ 150 -	$ 1,200 -

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100	4	hours	Machine Operators (B)	$ 140 -	$ 560 -
		Equipment:			
101	20	hours	Tool truck	$ 20 -	$ 400 -
102	6	hours	Welding truck	$ 30 -	$ 180 -
103	12	hours	Pickup truck	$ 12 -	$ 144 -
104	7	hours	Air compressor	$ 15 -	$ 105 -
105	3	hours	Backhoe	$ 50 -	$ 150 -
106	4	hours	Prentice Loader	$ 110 -	$ 440 -
107	2	hours	Komatchi WA 420 or equivalent	$ 80 -	$ 160 -
108	4	hours	Welding Machine	$ 10 -	$ 40 -
109	2	hours	Pettybone Crane	$ 65 -	$ 130 -
110	2	hours	Hydraulic Rail Stretcher	$ 6 -	$ 12 -
111	4	hours	Material Tie Exchanger (MTX)	$ 75 -	$ 300 -

EXHIBIT E TOTAL ESTIMATE OF ITEMS 1 THROUGH 111 = $ 78,166.00

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PRICE SHEETS

EXHIBIT F– – NEW YORK NEW JERSEY RAIL, LLC
NEW YORK - UNIT PRICES QUOTED SHALL INCLUDE FURNISHING, DELIVERY AND INSTALLATION OF EACH ITEM LISTED IN THIS EXHIBIT. WORK HOURS SHALL BE MONDAY – FRIDAY HOURS OF: 5:00 PM - 7:00 AM, ALL SATURDAY AND SUNDAY TO MONDAY 7:00 AM AND ALL HOLIDAY HOURS.

Item #	3-Year Estimate Quantity	Unit	Description of Item	Unit Prices	Estimated Contract Price
1	10	Linear Feet (LF)	Install Port Authority (PA) furnished 100# RA relay rail	$ 30-	$ 300-
2	10	LF	Install 80# relay	$ 48-	$ 480-
3	25	LF	Supply & install 100# RA relay rail	$ 51-	$ 1,275-
4	15	each	Standard Ties (6")	$ 155-	$ 2,325-
5	1	each	Switch timbers 13' to 16'	$ 460-	$ 460-
6	2	each	Switch timbers 9' to 12'	$ 403-	$ 806-
7	1	each	Install PA-furnished switch stands	$ 875-	$ 875-
8	1	each	Switch connecting rods	$ 220-	$ 220-
13	1	each	Switch points, 115# relay, 9' to 12'	$ 1,590-	$ 1,590-
14	1	each	Switch points, 115# relay, 13' +	$ 1,840-	$ 1,840-
17	1	each	Switch points, 136# relay 9' to 12'	$ 350-	$ 350-
18	1	each	Switch points, 136# relay, 13' +	$ 350-	$ 350-
22	1	each	Relay frog for #8 turnout, 115#	$ 2,100-	$ 2,100-
26	15	tons	Track ballast, per ton	$ 58-	$ 870-
27	5	each	Mobilization per workorder	$ 1,200-	$ 61000-
28	5	LF	Guard Rail, 100#	$ 42-	$ 210-
29	5	LF	Guard Rail, 115#	$ 42-	$ 210-
30	50	LF	Raise track at 2" intervals	$ 8-	$ 400-
31	25	LF	Raise turnouts at 2" intervals	$ 15-	$ 375-
32	100	LF	Surface and align track	$ 8-	$ 800-
33	15	LF	Surface and align turnouts	$ 14-	$ 210-
34	25	LF	Excavate and dispose of soil to top/tie, 5' from centerline	$ 29-	$ 725-
35	2	LF	Clean, oil, & adjust switch	$ 375-	$ 750-
36	3	LF	Weld switch points, per switch	$ 350-	$ 1,050-
37	15	LF	Excavate asphalt to top/tie, 5' from center line	$ 60-	$ 900-
38	5	tons	Install asphalt, per ton	$ 201-	$ 1005-
39	50	LF	Regauge track, Exclusive of rail replacement	$ 9-	$ 450-
40	5	each	Furnish & install single jaw gauge rods	$ 70-	$ 350-
41	2	each	Furnish & install double jaw gauge rods	$ 115-	$ 230-
42	7	each	Relay tie plates, 100# RA, single shoulder	$ 14-	$ 98-
43	7	each	Relay tie plates, 115# RE, single shoulder	$ 16-	$ 112-
44	2	pair	Compromise joints, relay, 80# RA/100# RE	$ 645-	$ 1,290-

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45		pair	Compromise joints, relay, 100# RA/115# RE	$ 645-	$ Ø
46	1	pair	Compromise joints, relay, 115# RE/136# RE	$ 645-	$ 645-
47	5	pair	Joint bars, 100# RA relay including nuts & bolts	$ 60-	$ 300-
48	5	pair	Joint bars, 115# RE relay including nuts & bolts	$ 70-	$ 350-
49	2	pair	Joint bars, 136# RE relay including nuts & bolts	$ 20-	$ 40-
50	25	LF	Furnish and install 115# relay rail	$ 51-	$ 1,275-
51	25	LF	Furnish and Install 130# relay rail	$ 20-	$ 500-
52	50	each	136# relay double shoulder tie plates	$ 6-	$ 300-
53	4	each	Pandrol clips & caps	$ 19-	$ 76-
54	3	each	Pandrol tie plates - 100#	$ 24-	$ 72-
55	50	each	Pandrol relay tie plates for 136# RE rail	$ 8-	$ 400-
56	25	LF	136# RE relay rail	$ 38-	$ 950-
57	15	each	Furnish & install 7" grade ties	$ 167-	$ 2,505-
58	1	each	Furnish & install backsaver switch stand	$ 1,400-	$ 1,400-
59	1	each	Install PA-furnished connecting rods	$ 60-	$ 60-
60	7	each	Furnish & install 100# single shoulder tie plates	$ 16-	$ 112-
61	5	each	Furnish & install 115# RE relay double shoulder, single shoulder tie plates	$ 16-	$ 80-
62	3	pair	Install PA-furnished 100# RA joint bars	$ 39-	$ 117-
63	1	each	Install PA-furnished switch points 100# RA relay, 11'	$ 240-	$ 240-
64	2	each	Furnish & install 100# RA relay brace plates	$ 240-	$ 480-
65	12	each	Track bolts, 1" x 5"	$ 6-	$ 72-
66	60	each	Track bolts, 1" x 5.5"	$ 6-	$ 360-
67	8	each	Track bolts, 1" x 6"	$ 6-	$ 48-
68	12	each	Guard rail bolts, 1" x 8"	$ 6-	$ 72-
69	4	each	Frog/guard rail bolts, 1" x 9"	$ 12-	$ 48-
70	12	each	Frog/guard rail bolts, 1" x 10"	$ 12-	$ 144-
71	4	each	Frog bolts, 1" x 13"	$ 18-	$ 72-
72	1	each	Western-Cullen-Hayes (FM) switch point protector	$ 1,700-	$ 1,700-
73	10	pounds (lb)	Welding Rods, per pound	$ 6-	$ 60-
74	100	each	Track spikes	$ 1-	$ 100-
75	3	each	Web bonds	$ 31-	$ 93-
76	1	bundles	Tie plugs	$ 86-	$ 86-
77	1	each	Switch stand latches	$ 92-	$ 92-
78	1	each	Switch stand targets	$ 173-	$ 173
79	1	each	Install PA/NYNJR supplied Manual Switch Model # Contec CSV 34 with handle and earth box	$ 2,290-	$ 2,290-
80	2	each	Hook Plates - 23"	$ 41-	$ 82-
81	1	each	Heel Plates - Relay	$ 43-	$ 43-

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82	2	each	Brace Plates - Relay	$ 120-	$ 240-
83	16	each	Guard rail bolts, 1" x 8"	$ 6-	$ 96-
84	4	each	Frog/Guardrail Bolts 1"x9"	$ 6-	$ 24-
85	1	each	#1 switch rods	$ 315-	$ 315-
86	1	each	Heel Blocks, 100# Relay	$ 642-	$ 642-
87	15	each	Carfloat Track Rail Clips	$ 159-	$ 2,385-
88	4	each	1'x1'1/4' Steel - Carfloat Deck Plate Welding	$ 570-	$ 2,280-
89	5	LF	Seam Welding - Carfloat	$ 263-	$ 1,315-
90	2	Each	Furnish and Install Treated Bridge Terminals 9"x9"	$ 930-	$ 1,860-
91	2	Each	Furnish and Install Treated Bridge Terminals 9"x12"	$ 980-	$ 1,9160-
92	2	Each	Furnish and Install Treated Bridge Terminals 9"x14"	$ 997-	$ 1,994-
93	2	Each	Furnish and Install Treated Bridge Terminals 9"x16"	$ 1,014-	$ 2,028-
		Labor:			
94	10	hours	Supervisor	$ 200-	$ 2,000-
95	20	hours	Foremen	$ 145-	$ 2,900-
96	10	hours	Drivers	$ 135-	$ 1,350-
97	10	hours	Welders	$ 135-	$ 1,350-
98	15	hours	Laborers	$ 130-	$ 1,950-
99	8	hours	Machine Operators (A)	$ 210-	$ 1,680-
100	4	hours	Machine Operators (B)	$ 200-	$ 800-
		Equipment:			
101	20	hours	Tool truck	$ 20-	$ 400-
102	6	hours	Welding truck	$ 30-	$ 180-
103	12	hours	Pickup truck	$ 12-	$ 144-
104	7	hours	Air compressor	$ 15-	$ 105-
105	3	hours	Backhoe	$ 50-	$ 150-
106	4	hours	Prentice Loader	$ 110-	$ 440-
107	2	hours	Komatchi WA 420 or equivalent	$ 80-	$ 160-
108	4	hours	Welding Machine	$ 10-	$ 40-
109	2	hours	Pettybone Crane	$ 65-	$ 130-
110	2	hours	Hydraulic Rail Stretcher	$ 6-	$ 12-
111	4	hours	Material Tie Exchanger (MTX)	$ 75-	$ 300-

EXHIBIT F TOTAL ESTIMATE OF ITEMS 1 THROUGH 111 = $ 73,673-

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PRICE SHEET

EXHIBIT G

PRICE SUMMARY

ITEM NO.			TOTAL ESTIMATED 3 YEAR CONTRACT PRICE
1	EXHIBIT A TOTAL ESTIMATE	=	$515,615-
2	EXHIBIT B TOTAL ESTIMATE	=	$264,559.50
3	EXHIBIT C TOTAL ESTIMATE	=	$ 71,666-
4	EXHIBIT D TOTAL ESTIMATE	=	$ 64,739-
5	EXHIBIT E TOTAL ESTIMATE	=	$ 78,166-
6	EXHIBIT F TOTAL ESTIMATE	=	$ 73,673-
TOTAL ESTIMATED 3 YEAR CONTRACT PRICE (SUM OF ITEMS 1 through 6 ABOVE)		= $ 1,068,418.50	

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PROCUREMENT

PART V – SPECIFICATIONS, TABLE OF CONTENTS

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PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" means (1) Port Newark Marine Terminals and (2) the following facilities (which are operated by New York New Jersey Rail, LLC ("NYNJR")): Greenville Yards and NYNJR's Port Jersey Rail Division in Jersey City, New Jersey (including yards, tracks, switches, and liftbridges); Bush Terminal Rail Yard (also known as the 51st Street Yard), 65th Street Rail Yard, South Brooklyn Marine Terminal, 1st Avenue Street Track, and other related trackage (including yards, tracks, switches and liftbridges) in Brooklyn, NY; and Car Floats #16 and #278, when moored at any one of the above-named facilities. The Port Authority of New York and New Jersey (PA) owns all membership interests in NYNJR, LLC.

"Manager" means the Facility Manager. "Contract supervisor" and "Engineer" shall be synonymous with "Manager."

"Authority or Port Authority" mean the Port Authority of New York and New Jersey.

"Catalog cuts" mean all standard drawings, diagrams, illustrations, brochures, schedules, performance charts and instructions submitted by the Contractor pursuant to the requirements of the Specifications or by the Engineer to illustrate some portion of the extra Work.

The term "construction site" or words of similar import collectively mean Port Newark Marine Terminals.

"Contract" means, in addition to this Form of Contract, the Information for Bidders, the Proposal, the Authority's acceptance and the Specifications (including written addenda), all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

"Days or Calendar Days" mean consecutive calendar days, Saturdays, Sundays and Holidays included.

"Director" means 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.

"Inspector" means any representative of the Manager designated by him as Inspector and acting within the scope of the particular authority vested in him.

"Material" means temporary and consumable materials as well as permanent materials.

"Materialman" means anyone who furnishes materials, plant or equipment (including temporary or consumable materials) to the Contractor or any subcontractor for use at or about the construction site in the performance of Work.

"Month" unless otherwise specified, means a calendar month.

"Shop drawings" mean all drawings, diagrams, illustrations, and schedules, including supporting data, which are specifically prepared for this Contract and submitted by the Contractor pursuant to the requirements of the Specifications or the Manager to illustrate some portion of the Work. The terms "shop drawings" "placing drawings" and "working drawings" are used interchangeably in this Contract.

"Subcontractor" means anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) at or about the construction site, 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 or who performs work which consists only of the operation of construction equipment of which he is the lessor.

"Week" unless otherwise specified, means seven (7) consecutive calendar days, Saturdays, Sundays and Holidays.

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.

2. Work Required by the Specifications

The Contractor agrees to perform Emergency Railroad Repair services at the Port Authority of NY & NJ's New Jersey Marine Terminals, and to furnish all equipment, labor, materials, supplies, supervision and other facilities and do all other things necessary or proper therefore or incidental thereto, all in strict accordance with the provisions of the Contract documents and any further changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The Contractor acknowledges that the work will be performed on an as-needed, call-in basis pursuant to Work Orders issued by the Manager. The Port Authority makes no representation whatsoever regarding the quantities of work performed under this Contract. Contractor has 24 hours to respond to Port Authority contract supervisor.

The Contractor shall verify all conditions in the field before ordering materials or commencing work. The Contractor shall notify the Project Manager of any condition or dimension that would prevent the performance of the work as described herein.

All work performed under this contract must conform to the latest edition of the New Jersey Uniform Construction Code and NYS Building Standards and Codes, all applicable codes and all applicable ordinances and regulations. In case of a conflict, the Contractor shall comply with the code imposing the most stringent requirements.

3. Holidays

Unless ordered by the Manager, no work shall be performed on days designated by the Port Authority as holidays. Standard holidays are:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day'
10. Day after Thanksgiving
11. Christmas Day

4. Materials, Supplies and Equipment

All material purchases shall be pre-approved by the Manager prior to the ordering of such items. The Contractor may need to supply additional materials for rail repair not covered or mentioned elsewhere in the Contract. In these instances the Contractor shall: 1) obtain the Manager's permission, 2) seek three bids on all materials and supplies covered by this item, 3) notify the Manager of the result of the bids and 4) forward copies of all Bids to the Manager. Award shall be to the lowest responsive and responsible bidder as approved by the Manager.

The Contractor shall coordinate all hours of work with the Manager. At no time will the Contractor be allowed to impede the operations of any Port Authority tenant. The Contractor shall make every attempt to perform the work during normal working hours, Monday to Friday 7am to 5pm.

5. Contractor's Vehicles

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 Facility and 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. The Port Authority shall have no responsibility of any kind whatsoever including without limitation thereto for the loss, theft, destruction, or damage to said vehicle or any contents therein, in connection with the permissions granted to the Contractor to park its motor vehicles. No other rights or privileges in connection with parking of motor vehicles at the Facility are or shall be deemed to be granted to the Contractor under this Contract.

6. **Space Provided the Contractor**

The Contractor will be provided with staging space. The Authority assumes no responsibility for security of any stored materials, equipment or vehicles.

7. **Warranty**

The Contractor shall provide a warranty on the materials and labor provided for all jobs performed. This warranty shall last the duration of the Contract. In the case the Manager, in his sole discretion, determines that the materials and/or labor do not comply with the Contract Specifications, then the materials and labor must be provided again without charge.

ASPHALT
CUTTING, PATCHING AND REMOVAL

Part I - General

1.01 SUMMARY

This section specifies requirements for asphalt cutting, patching and removal of existing construction.

1.02 QUALITY ASSURANCE

Cutting, patching and removal shall be performed by workers skilled and experienced in the specific trades involved.

Part 2 - Products

2.01 MATERIALS

All materials required for patching shall be new. Patching materials shall match in every respect adjacent portions of the existing conditions.

Part 3 -Execution

3.01 EXAMINATION

Prior to cutting, patching and removal, inspect the affected areas and protect all existing and new construction (including utilities, finishes and equipment) from water, damage, weakening and other disturbance.

3.02 CUTTING, PATCHING AND REMOVAL

A. Perform all cutting, patching and removal in accordance with the approved methods using approved materials by the Manager.

B. Do not cut or remove more than is necessary to accommodate the new construction or alteration.

C. Maintain the integrity of all construction at all times.

D. Protect finished surfaces at all times and repair or replace, if damaged, to match existing construction to the satisfaction of the Manager.

E. Do not allow removed materials and debris to accumulate at the site; remove them daily. All areas adjacent to and leading to and from the site shall be kept free of removed materials and debris.

TRACKWORK

Part 1 - GENERAL

1.01 SUMMARY

This section specifies requirements for track work.

1.02 REFERENCES

The following is a listing of the publications referenced in this section:
American Railway Engineering Association (AREA)
AREA Manual - Construction and Maintenance Section
American Wood Preservers Association (AWPA)
AWPA C6 Cross Ties and Switch Ties Preservative
Treatment by Pressure Processes
Military Specifications (MIL)
MIL-R-391 Rail, Tee, Railway, Relayer

1.03 SUBMITTALS

Submit the following, when requested by the Manager, in accordance with the requirements of "Shop Drawings, Catalog Cuts, and Samples" of Division 1 - GENERAL PROVISION:

A. Detailed track layout drawings

B. Catalog cuts for all fabricated items.

C. A rail section chart for relayer rails, including original width of rail, name of steel company and rail section dimensions.

Part 2 - PRODUCTS

2.01 MANUFACTURERS

Subject to compliance with requirements of this Section, furnish and install track work components of the following manufacturers:

A. Cross Ties and Switch Ties
The Burke-Parson-Bowlby Corporation
P.O. Box 86
Goshen, Virginia 24439

B. Relayer Rails
Pohl Corporation
P.O. Box 3613
Reading, Pennsylvania 19605

C. Bumping Posts
Western-Cullen-Hayes, Inc.
Richmond, Indiana 47374

2.02 MATERIALS

A. Ballast
1 ½ inch crushed stone ballast (size 4), conforming to AREA Manual.

B. Ties
1. Mixed oak, conforming to the requirements of AREA Manual for cross-ties, sawed or hewed top and bottom, 8 feet 6 inches long, 6 inches thick by 8 inches wide on top.

2. Provide each tie with an Anti-Splitting Device, conforming to the requirements of the AREA Manual for application of Anti-Splitting Devices, driven into both ends.

3. Treat Ties with creosote in accordance with AWPA C6.

C. RAILS
1. The type of repaired rails shall be equivalent to the existing rail, as follows:
   a. new rails
   b. relayer rails
   c. Pavement Guard Rails
   d. Relayer rails as specified in 2.02 C.3 above, except that in lieu of the limitations specified therein, the only limitation shall be that the rail be sound, straight and suitable for its intended use.

D. RAIL APPURTENANCES

1. Joint Bars
AREA Manual for High Carbon Steel Joint Bars.

2. Track Bolts
AREA Manual for Heat-Treated Carbon Steel and Alloy Steel Track Bolts.

3. Spring Washers
AREA Manual for Spring Washers

4. Tie Plates and Switch Plates

AREA Manual for Low Carbon Steel Tie Plates; single shoulder type, 11-inch tie plate. Switch plates to permit spiking of each component with two spikes in each tie on each side of the rail assembly.

5. Track Spikes
5/8 inch cut spikes, 6 inches long, conforming to AREA Manual for Soft Steel Cut Track Spikes.

6. Relayer Rail Components
a. Relayer joint bars and relayer tie plates of the types specified in 2.02 D.11 and 2.02 D.4, respectively with relayer rails.
b. Bolts, ties and all other materials used with relayer rails shall be new and as specified herein.

7. Compromise Joint Bars
As required for connections to existing rail.

E. TURNOUTS

1. Tongue and mate switches shall be designed for diesel locomotive service and shall consist of the following:

A. Rail section for tongue switches, mates and frogs shall be 100 # ARA-A, or 115# RE or 136# RE as applicable.

B. Tongue Switches and mates shall be rigid and bolted rail design, 100-foot 0-inch centerline radius, 56 1/2-inch gauge. The switch tongue shall be made of forged steel. For geometry follow AREA Plan No. 980-60 entitled "Turnout and Crossover Data for Tongue Switch Construction for Use in Pavement".

C. Enclosed parallel ground throw with spring rod for attachment to bolted tongue switches and cast iron box.

D. Bolted rigid frogs conforming to ARA Plan with hook twin tie plates conforming to AREA Plan No. 241-85.

E. Guard rails 9-feet 5-inches long and tie plates for guardrails conforming to AREA Plan No. 504-71.

2. Split switches for turnouts shall be designed for diesel locomotive service and consists of the following:

a. Rail Section for split switches and frogs shall be either 100# RA , 115# RE or 136# RE as applicable.

b. Split switches at turnouts using No. 5 Frogs shall conform to AREA Plan No. 114-55 entitled "11'0" Straight Switch with Graduated Riser" and turnouts using No. 7 through No. 10 frogs shall conform to AREA Plan

No. 112-55 entitled "16'6" Straight Split Switch with Graduated Risers", both with the following exceptions:

(1) Switch points shall be single reinforced.
(2) Hell Blocks shall be omitted.
(3) In lieu of the twin plates, substitute turnout plates where regular tie plates cannot be used and elsewhere as herein specified.

For Geometry, follow AREA Plan No. 910-41 entitled "Turnout and Crossover Data for Straight Split Switches".

C. Switch stand and appurtenances for split switches shall conform to the requirements for low switch safety type stand of AREA Plan No. 251-55 entitled "Switch Stands and Appurtenances" and the following:

Height 13 inches +/-
Type Ground through, rigid with spring mechanism on connection rod
Throw Adjustable

D. Bolted rigid frogs conforming to AREA Plan No. 241-85 entitled "Details and Typical Applications of Hook Twin Tie Plates".

E. Guard rails 9-feet 5-inches long and tie plates for guardrail conforming to AREA Plan No. 540-71 entitled "Guard Rails Tee Rail Design with Planned Flares and Plates".

F. BUMPING POST
Furnish and install bumping posts that are type WD.
As manufactured by Western-Cullen-Hayes, Inc. Indiana 47374.

G. FILL
As specified in the Section entitled "EXCAVATION, BACKFILLING AND FILLING".

H. CROSSINGS
Furnish and install crossings of bolted rail type, two-rail design and conforming to the following AREA Plans:

Angle of Crossing	AREA Plan No.
90 degree to 50 degree	702
50 degree to 35 degree	704
35 degree to 25 degree	706
25 degree to 14 degree 15'	708
14 degree to 15' to 9 degree 31' 38", include.	710

PART 3 - EXECUTION

3.01 INSTALLATION

Installation of trackwork shall comply with all applicable requirements of AREA Manual, manufacturers' recommendations, and with requirements specified below;

A. BALLAST

Tamping of ballast under and around ties shall conform to AREA Manual for laying of new track.

B. TIES

1. Space cross-ties evenly using no fewer than eighteen ties for each thirty-three-foot length of rail on both straight and curved track.

2. Place ties not directly under rail ends but on either side of and equidistant from the ends, maintaining the same total spacing between ties as exists elsewhere.

3. Lengths, spacing and layout of ties for turnouts shall be in accordance with AREA Plan O.912, except that the number of ties shall be modified as necessary because of the variation in turnout and crossover elements from those shown on AREA Plan No. 912 and as required for use with a tongue switch instead of a split switch. Switch ties shall be 9 inches wide by 7 inches thick.

C. LAYING TRACK

1. Lay rails with joints staggered and approximately opposite the midpoint of the opposite length of rail.
2. Location, number and width of joints shall be as approved by the Manager.
3. Use tie plates under each rail and on each tie. Tie Plates shall have full uniform bearing on the tie.
4. Spike rails at each tie using one spike on each side of rail on tangent track and two spikes on each side of rail on curved track.
5. Where relayer rails meet switches and frogs, there shall be no more than 1/16-inch difference in height between the top of rail and the top of the adjacent portion of the switch or frog and there shall be no more than 1/16-inch difference between the side of rail and the side of the adjacent portion of the switch or frog.
6. Make sure connections to existing rail are as necessary to achieve a complete and satisfactory tie-in to existing track.

D. RELOCATION OF EXISTING TRACK WORK

1. Exercise care in removal of existing track work materials, all existing rails, ties, and other rail appurtenances, so that said materials will be suitable for reuse. Unsuitable track work materials shall become the property of the

Contractor and shall be removed from Authority property, unless otherwise requested by the Port Authority to retain track work.

2. All suitable track work materials, as determined by the Manager, shall be reused in new track work construction before new materials are employed for the same purpose.

3. Provide all materials as required to complete the track work.

4. Existing bumping posts shall be relocated. After relocation the surfaces of the bumping posts shall be given two coats of yellow acrylic enamel paint. Prior to painting, the surfaces shall be cleaned of all grease, oil, loose rust and other objectionable material.

EXCAVATION, BACKFILLING AND FILLING

Part 1 - GENERAL

1.01 SUMMARY - This section specifies requirements for excavation, backfilling and filling.

A. Definitions

1. As used herein, excavation means the removal of existing pavement, concrete foundations and all materials other than bedrock..

2. As used herein, backfilling shall mean the filling of excavations made for construction purposes and shall extend only to existing grades or design grades, whichever are lower.

3. As used herein, filling shall mean the placement of fill material in conformance with requirements of this section at or above existing grades.

1.02 REFERENCES

American Society for Testing and Materials (ASTM)
ASTM D 422 Test Method for Particle - Size Analysis of Soils
ASTM D 1556 Test Method for Density of Soil in Place by the Sand-Cone Method
ASTM D 1557 Test Methods for Moisture - Density Relations of Soils and Soil Aggregate Mixtures Using 10 Lb. (4.54-Kg) Rammer and 18-in. (457-Mm) Drop.
ASTM D 2167 Test Method for Density of Soil in Place by the Rubber Balloon Method
ASTM D 2922 Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (shallow depth)
ASTM D 3017 Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (shallow depth)
ASTM D 4318 Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils New Jersey Interagency Engineering Committee (NJIEC) Standard Soil Aggregate Gradations

1.03 JOB CONDITIONS

A. Protect Excavations as follows:

1. Prevent water from entering excavated areas and, if it does, remove it immediately to maintain a dry condition at all times.

2. Dispose of water in a manner not to cause injury to the public health or damage to public or private property.

3. If water enters excavated areas and weakens or disturbs underlying soil, remove the weakened or disturbed soil and replace it.

4. Where required for protection of adjacent utilities or structures or where required for performance of the Work, secure the sides of excavations against movement as follows:
   a. Install sheet piling or sheeting held in place by waling and bracing members. Top of sheeting shall extend at least six inches above ground.

   b. Do not excavate below the bottom of sheet piling or sheeting except as necessary to install sheeting.

   c. Fill voids behind sheeting immediately with material conforming to I-12 designation defined in 2.01 or otherwise approved by the Engineer.

   d. Comply with all other provisions of the Specifications that may impose additional or stricter requirements.

5. For excavations extending to a depth of 5 feet or more, and where sheeting is not required to conform with provisions of 1.03 A.4 above, excavate slope to a safe angle of repose, or protect trench excavation by use of a portable trench shield.

6. Restore all areas impacted by excavation to their original condition, matching pavement types and sections to meet original pavement grades.

7. Do not traverse paved areas with tracked vehicles or equipment (such as but not limited to carry-all scraper) which may damage pavement unless protected to the satisfaction of the Engineer.

8. Do not place fill or backfill on frozen subgrade.

9. Do not perform rolling or other compaction at any time when the ground water level is above a plane two feet below the surface to be compacted. When the ground water level is above such plane, lower it by approved methods and maintain it below such level prior to and during the compaction operations.

PART 2 - PRODUCTS

2.01 MATERIALS

A. FILL

1. Clean sand and gravel containing no organic matter, conforming to the following NJIEC Standard Soil Aggregate Gradations:

	Total % Passing By Weight		
NJIEC Designation	**I-7**	**I-10**	**I-12**
Sieve Size:			
4 inch		100	100
2 inch		80-100	
1 inch	100		
¾ inch		60-100	70-100
½ inch	80-100		
No. 4		40-100	
No. 8	35-100		
No. 16	25-90	20-70	
No. 50	5-50	5-40	0-75
No. 100	0-8	0-30	
No. 200	0-2	0-20	0-5

B. BACKFILL

1. Material shall conform to the requirements for I-12 designation.

2. Where the entire backfill is above the water table, material conforming to the requirements for I-10 designation may be used in lieu of I-12 designation, except under foundationsand utilities.

C. SOURCES

1. When fill and backfill material are provided by the Authority, samples of material will not be required for testing.

2. Material excavated at the construction site shall be used for fill or backfill to the extent that it conforms to required NJIEC Designations specified in reference standard 2.01 A.1.

3. If sufficient quantities of material are unavailable from sources described in 2.01 and 2 above, furnish materials from sources off site.

PART 3 -EXECUTION

3.01 PREPARATION

A. CLEARING AND GRUBBING

Remove trees, clear and grub areas to be excavated or in which construction is to be performed, as follows:

1. Remove trees, stumps, all roots larger than 2 (two) inches in diameter and all matted root systems.
2. Remove all topsoil, debris, organic matter and other objectionable material not suitable for use as backfill or fill or for support or structures or pavements.
3. Backfill all holes and other low spots resulting from clearing and grubbing with material conforming to reference standard 2.10 B before proceeding with compaction of fill, as specified in reference standard 3.03, or with other construction in the area.

3.02 EXCAVATION

A. GENERAL

1. Excavation shall consist of removal of materials as defined in reference standard 1.01 B.1.

2. Excavate to elevations for installation of permanent construction in such manner as not to disturb the subgrade below such elevations.

3. Where existing foundations or other existing construction are encountered which may cause hard spots, remove them to a minimum of two feet below subgrade for pavement or structures.

4. Should bottom of excavation be weakened or disturbed or carried below required depth:

   a. Under footings - Compact bottom as specified in 3.03 below and replace over-excavation with concrete of the same Class as that specified for the footing or foundation.

b. Elsewhere - Compact bottom as approved by the Engineer and refill with material conforming to I-12 designations defined reference standard 2.01 A.1.

5. Perform excavation around and adjacent to existing structures, pipes and conduits which are to remain in place without damage to or movement of existing construction. When excavation is to be performed under such structures, pipes and conduits, support them in a manner as approved by the Manager to ensure uninterrupted operation of the supported items.

B. DEWATERING

1. Where excavations are to extend below the water table, prior to placement of any permanent construction, fill or backfill in any excavatedarea, lower the water table in such an area to two feet below the elevation of the required subgrade and maintain this condition until the construction or pavement is placed thereon.

2. Dewater in a manner to prevent the loss of ground due to migration of soil fines into the dewatering system.

C. TRENCHING FOR UTILITIES

1. Shape bottom of trench to uniform invert section.

2. When excavating in soft soils which may be subject to lateral movement or bottom heave, conform to requirements approved by the Manager.

D. DISPOSAL OF EXCAVATED MATERIAL

All debris and all material unsuitable for or in excess of that required for backfill or fill shall be disposed of away from the construction site, except that the Engineer may direct that excess fill be disposed of at a facility fill stockpile.

E. RESTRICTIONS

1. Do not place backfill until the Engineer has inspected and approved the Work and indicated where backfill may be placed.

2. Leave all pipe joints exposed until all tests on such pipe, required by other sections of these Specifications, have been performed.

3. Remove all temporary structures, sheet piles, sheeting, bracing and forms and all organic materials and debris of every nature, taking care, upon the removal

of sheet piling, sheeting and temporary supports, not to cause movement of adjacent ground or structures or to create the danger of a slide.

3.03 PLACEMENT AND COMPACTION

A. EQUIPMENT

1. Steel vibratory rollers shall have provision for regulation of vibration frequency and shall be one of the following, or an equal approved by the Engineer prior to installation:

   a. Model CA-25 Series 2 manufactured by Dynapac Manufacturing, Inc.
   b. Model Rascal 303 manufactured by Ray Go Inc.
   c. Model SP-48 manufactured by Ingersol-Rand Company

2. Placement and spreading equipment shall be as approved by the Engineer.

3. Pneumatic-tired rollers shall have minimum weight of 20 tons and a tire pressure of between 60 and 150 psi as directed by the Engineer.

4. Mechanical tampers shall be one of the following, or equal as approved prior to use:

   a. Model AV 1300 manufactured by J.I. Case/Tenneco Co.
   b. Model BPS 2550 manufactured by Wacker Corp.
   c. Model CM 13 manufactured by Dynapac Manufacturing, Inc.

B. COMPACTION REQUIREMENTS

Subgrade, excavated surfaces, existing surfaces, backfill and fill shall be compacted to achieve a density of at least 95 percent of the maximum density as determined by Method D of ASTM D 1557.

C. SUBGRADE, EXCAVATED AND EXISTING SURFACES

1. Compact surface with a minimum of six passes of an approved vibratory steel roller operated at a speed not to exceed three miles per hour and at the optimum operating frequency recommended by the manufacturer.

2. In areas where surface consists of a fine grained soil, compact with a minimum of six (6) passes of an approved pneumatic tire roller.

3. Overlap passes of roller a minimum of six (6) inches.

4. In areas where use of a roller is impractical, compact surface in six (6) inch lifts while at or near optimum moisture content, as determined by ASTM D 1557, with mechanical tampers.

D. BACKFILL AND FILL

1. Moisture content of backfill and fill material shall be within a range of plus or minus two percent of optimum moisture content as determined by ASTM D 1557.
2. Backfill, conforming to I-12 gradation, and fill, conforming to I-7 and I-12 gradation, shall be placed in 14-inch, loose layers and compacted with a minimum of six passes of an approved vibratory roller operated at a speed not to exceed three miles per hour.
3. Overlap passes a minimum of six inches.
4. Backfill and fill, conforming to I-10 gradation, shall be placed in 12-inch loose layers and compacted with a minimum of six passes of an approved pneumatic-tired roller.
5. In areas where a 14-inch layer over existing material is not adequate to support the construction equipment, increase thickness of first lift as approved by the Engineer.
6. In areas where use of a roller is impractical, place fill in maximum 9-inch, loose layers and compact with approved mechanical tampers to specified density.
7. Compact backfill as specified in 3.0.3 D.6 above for fill. In pipe trenches, each layer of backfill shall be not more than eight inches in thickness before compaction. Backfill shall be placed on both sides of the pipe, simultaneously.
8. The surface of filled or backfilled areas which are to receive pavement or on which a structure is to be placed shall be within plus or minus 1/2 inch of elevation shown and shall be free of depressions or projections greater than 1/2 inch when tested with a 16 foot straight edge.
9. The surface of filled areas at other locations shall be within plus or minus one inch of elevations shown unless a closer tolerance is necessary to meet requirements of other Sections of the Specifications.

E. . PROOFROLLING IN PAVEMENT AREAS

1. After excavation has been performed to the elevation of pavement sub grade, proof roll the area with two (2) passes of a pneumatic-tired roller.

2. If, in the sole determination of the Manager, the proofrolling procedures result in noticeable weaving of the surface, perform excavation of unsuitable material below pavement sub grade, within the limits and to the depth as may be ordered by the Manager.

3. In no case shall the depth of such removal of unsuitable material exceed three feet below the pavement sub grade.

4. Remove all such unsuitable material and replace it with suitable backfill material in accordance with the requirements of 2.01 B.

DENSE GRADED AGGREGATE BASE COURSE

PART 1 - GENERAL

1.01 SUMMARY

This section specifies requirements for dense graded aggregate base course.

1.02 REFERENCES

The following is a listing of the publications referenced in this section.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T 90 Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils American Society for Testing and Materials (ASTM)

ASTM C 88	Test Method for Soundness of Aggregates by use of Sodium Sulfate or Magnesium Sulfate
ASTM D 1557	Test Method for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop
ASTM D 1883	Test Method for Bearing Ratio of Laboratory-Compacted Soils New Jersey Interagency Engineering Committee (NJIEC) Standard for Dense Graded Aggregate Base Course

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

A. JOB CONDITIONS

1. Do not spread dense graded aggregate unless sub grade is free of frost and standing water.
2. Do not place dense graded aggregate or perform any rolling when ground water level is above a plane two feet below the bottom of dense graded aggregate course.
3. When necessary, lower and maintain ground water below required plane by methods approved by the Manager.

B. DESIGN AND TOLERANCE

1. The compacted base course shall have a minimum California Bearing Ratio (CBR) of 60 (ASTM D 1883).

2. Surface shall be within plus or minus 1/2 inch of elevations and free of depressions or projections greater than ½ inch when tested with a 16 foot straight edge. In areas to be paved with concrete, the base course surface shall be free of depressions or projections greater than 1/4 inch when tested with a 10-foot straight edge.

3. Thickness of dense graded aggregate at any point shall not be deficient by more than 1/2 inch from the required thickness

4. The field density of the dense graded aggregate course after rolling shall be at least 95 percent of maximum density as determined by Method of ASTM D 1557.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Dense graded aggregate shall be quarry processed, quality controlled, crushed dolomite limestone, gneiss or trap rock.

B. Gradation

Sieve Size	% Passing By Weight
1 1/2"	100
3/4 "	55-90
No. 4	25-60
No. 50	5-25
No. 200	3-12

The portion passing the No. 50 sieve shall be non-plastic when tested in accordance with AASHTO T90.

C. Dense graded aggregate shall conform to all the requirements of the "New Jersey Interagency Engineering Committee Standard for Dense Graded Aggregate Base Course", with the following exceptions:

1. The provision for material passing the No. 4 sieve consisting entirely or in part of natural processed sand is deleted.
2. The use of blast furnace slag, shale, mica schist, slate or sandstone will not be permitted.

D. Loss limitation shall be not more than 10% loss by weight per ASTM C 88, using sodium sulfate for 5-cycle test period or not more than 15%, loss by weight using magnesium sulfate for 5-cycle test period.

PART 3 - EXECUTION

3.01 INSTALLATION

A. EQUIPMENT

1. Steel vibratory rollers shall have provision for regulation of vibration frequency and shall be one of the following:
   a. Model CA-25 Series 2, manufactured by Dynapac Manufacturing, Inc.
   b. Model Rascal 303, manufactured by Ray Go Inc.
   c. Model SP-48, manufactured by Ingersoll-Rand Company

2. Placing and spreading equipment shall be as approved by the Engineer and shall be capable of spreading stone without segregation of aggregate sizes.

3. Pneumatic-tired rollers shall have minimum weight of 20 tons and a tire pressure of between 60 and 150 psi, as directed by the Engineer.

4. Mechanical tampers shall be one of the following:

   a. Model AV 1300, manufactured by J.I. Case/Tenneco Co.

   b. Model BPS 2550, manufactured by Wacker Corp.

   c. Model CM 13, manufactured by Dynapac Manufacturing, Inc.

B. PREPARATION OF SUBGRADE

1. Verify that the job conditions specified in 1.03 A have been met and that there are no high points in the subgrade that would interfere with meeting the tolerance requirements specified in 1.03 B.

2. For granular subgrades, compact subgrade with a minimum of six passes of an approved vibratory steel roller operated at a speed not to exceed 3 miles per hour and at the optimum operating frequency recommended by the manufacturer.

3. For fine grained soil subgrades, compact subgrade with a minimum of six passes of an approved pneumatic-tired roller.

4. Overlap passes of roller a minimum of 6 inches.

5. In areas where use of a roller is impractical, compact subgrade while at or near optimum moisture content with mechanical tampers.

6. Provide grade control as follows:

   a. Set grade stakes on a rectangular grid not more than 25 feet on centers.

   b. After firmly driving stakes, offset mark each 6 inches above top of base course.

   c. Maintain stakes during placing of base course.

C. PLACEMENT AND COMPACTION

1. Place aggregate evenly over prepared subgrade with approved spreading equipment, to a level which will compact to required thickness.

2.. Compact immediately while at or near optimum moisture content by rolling with six (6) passes of a vibratory roller operated at a speed not to exceed 3 miles per hour and at the optimum operating frequency recommended by the manufacturer.

3. Commence rolling at sides and progress towards center with passes overlapping a minimum of 6 inches.

4. Then roll with a minimum of six (6) passes of a pneumatic-tire roller, varying the direction of the roller as necessary, until the tolerance requirements specified in 1.03 B are met.

5. In areas where use of rollers is impractical, compact aggregate with manually operated equipment while at or near optimum moisture content.

6. If, in the opinion of the Manager, the compacted base course has softened due to exposure to the elements, drain off all free-standing water and recompact the base course until density requirements are met.

D. ADJUSTMENT OF DEFICIENCES

1. Scrape, add or remove material or replace deficient material, and reroll with a ten-ton power roller to meet specified density.
2. Recompact as specified in 3.02 C above.
3. Continue until all the tolerance requirements specified in 1.03 B have been satisfied.

ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.01 SUMMARY

This section specifies plant mix macadam base course, bottom course, top course, tack coat and top course overlay of asphalt concrete paving.

1.02 REFERENCE

The following is a listing of the publications referenced in this Section:

New Jersey Inter-Agency Engineering Committee
Standard Bituminous Concrete Mixture Design Table

AASHTO T27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO T90	Determining the Plastic Limit and Plasticity Index of Soils

American Society for Testing and Materials (ASTM)

ASTM C 88	Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	Test Method for Materials Finer Than 75-micrometers (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	Test Method for Specific Gravity and Absorption of Coarse Aggregate.
ASTM C 128	Test Method for Specific Gravity and Absorption of Fine Aggregate.
ASTM C 131	Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
ASTM C 136	Method for Sieve Analysis of Fine and Coarse Aggregates.
ASTM D 75	Standard Practice for Sampling Aggregates.
ASTM D 242	Mineral Filler For Bituminous Paving Mixtures
ASTM D 692	Coarse Aggregate for Bituminous Paving Mixtures
ASTM D 979	Methods for Sampling Bituminous Paving Mixtures
ASTM D 995	Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
ASTM D 1073	Fine Aggregate for Bituminous Paving Mixtures
ASTM D 1559	Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
ASTM D 2041	Test Method for Theoretical Maximum Specific Gravity of Bituminous Paving Mixtures
ASTM D 2172	Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2726	Test Method for Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface-Dry Specimens

ASTM D 3203	Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3381	Viscosity - Graded Asphalt Cement for Use in Pavement Construction
ASTM D 3549	Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens
ASTM D 3665	Practice for Random Sampling of Construction Materials

Dept. Of Transportation - Federal Aviation Administration (FAA)

Eastern Region Laboratory Procedures Manual (ERLPM) March, 1984

1.03 DESIGN AND PERFORMANCE REQUIREMENTS

A. JOB CONDITIONS

1. Apply tack coat only when the base surface is dry, the ambient temperature in shade is 35 degrees F or above and the temperature has not been below 32 degrees F for 12 hours immediately prior to application, unless otherwise approved by the Engineer.

2. Asphalt Concrete Mixture lay down temperatures shall be within the limits shown in the following table:

TABLE OF ASHPALT CONCRETE MINIMUM LAYDOWN TEMPERATURE (IN DEGREES F)

Base Temp in Deg. F	Course Thickness in Inches 1/2	3/4	1	1 1/2	2	3 & Greater
20-30	---	---	---	---	---	285
31-40	---	---	---	305	295	280
41-50	---	---	310	300	285	275
51-60	---	310	300	295	280	270
61-70	310	300	290	285	275	265
71-80	300	290	285	280	270	265
81-90	290	280	275	270	265	260
91 & over	280	275	270	265	260	255

3. In case of sudden rain, the Engineer may permit placing of mixture then in transit from the plant, provided the surface is free from pools of water and lay down temperatures conform to the above tabulation. Such permission, however, shall not be interpreted as a waiver of any of the quality requirements.

B. ASPHALT CONCRETE DESIGN

1. Design asphalt concrete job mix formula based on the "New Jersey Inter-Agency Engineering Committee Standard Bituminous Concrete mixture Design Table" specified in 2.03A.

2. Design the Marshall Stability to a value of sufficient magnitude to allow for plant production variations such that the stability listed below is obtained in at least 90 percent of the test plugs at 75 blows.

3. In the bottom courses the percent air voids will be determined by comparing bulk specific gravity (S.G.) computed as follows: S.G. = Weight, dry specimen (grams) divided by 12.87 times d, the measured diameter (in.) time h, the measured height (in.) with that determined in accordance with ASTM D 2041.

4. Design the asphalt concrete to the following criteria:

Design Properties	Asphalt Concrete Mixture		
	1-1	1-2	1-3
Marshall stability, lbs. @ 75 Blows (ASTM D 1559)	1000	1200	1200
Flow Value, 0.01 inches (ASTM D 1559)	6-16	8-16	
Air Void, Percent (ASTM D 3203)		3.5-7.5	
Percent Voids Filled with Bitumen			60-70
VMA, Minimum %	14	14	

Design Properties	Asphalt Concrete Mixture		
	1-4	1-5	1-6
Marshall stability, lbs. @ 75 Blows (ASTM D 1559)	1800	1200	1000
Flow Value, 0.01 inches (ASTM D 1559)	8-16	8-16	8-16
Air Void, Percent (ASTM D 3203)	3.0-5.0	3.0-5.0	3.0-6.0
Percent Voids Filled with Bitumen	74-84	74-84	
VMA, Minimum %	15	18	20

5. The design job mix formula shall indicate definite percentage passing for each sieve fraction of aggregate and bituminous cement content.

6. Plant mix macadam base course (I-1) shall be mixture within the gradation limits indicated.

7. Design new job mix formula for each asphalt plant used, whenever there is a change in material or when field conditions dictate a need for redesign.

8. Determine the index of retained stability of specimens of the composite paving mixture by procedures specified in FAA ERLPM, Appendix E, entitled "Measurement of Reduction in Marshall Stability of Bituminous Pavements Caused by immersion in Water". Copies may be obtained from the Engineer. The value shall be not less than 75.

C. IN-PLANT PAVEMENT REQUIREMENTS

Courses after rolling shall conform to the following, as applicable:

1. Final surface shall be smooth and free from roller marks and irregularities greater than 1/4 inch when tested with a 15-foot straight edge furnished by the Contractor.

2. Plant mix macadam base course shall have stone thoroughly interlocked, interstices reduced to a minimum and creeping of mixture no longer visible and with no further increase in density achievable by additional rolling.

3. Top and overlay pavement courses shall have average in-place density of 97 percent and a minimum air void content of 3 percent. In no case shall any one of tested sublots be less than 95.7 percent of the laboratory compacted job mix formula density.

4. Pavement courses shall conform to thicknesses shown within the following tolerances:

Course or Combination of Courses	Tolerance (in inches) Plus or Minus
Thickness of top course	1/4
Total thickness of top course and bottom course	1/4
Total thickness of plant mix macadam base course, bottom course, and top course	1/4
Overlay thickness shall be measured by the tolerance in 1.03 C.2.	---

* All Measurements for this purpose shall be to the nearest 1/8th inch.

1.04 QUALITY ASSURANCE

A. LABORATORY

1. Establish and maintain a laboratory, at the mixing plant, with all laboratory equipment required for checking compliance with applicable job mix formula and production control requirements.

2. Provide a laboratory technician qualified to perform all tests required for compliance with 1.04 A.1 above and additional tests the Engineer may require, without additional compensation. If, in the opinion of the Engineer, the technician is not qualified to perform all such tests, the Contractor shall replace him with a technician satisfactory to the Engineer. The laboratory technician provided shall hold a current certificate issued by the New Jersey Society of Asphalt Technologists, Inc. (NJSAT) Information regarding the certification procedure can be obtained by contacting NJSAT. (Submit a copy of the Certificate to the Engineer).

B. SOURCE OF AGGREGATE AND SAMPLING

1. Sources of aggregates shall be selected well in advance of the time the materials are required for the construction. When the aggregates are obtained from a previously approved source, random hot bin samples shall be submitted fourteen (14) days prior to the start of production and if from a source not previously approved, random hot bin samples shall be submitted forty five (45) days prior to the start of production. Sampling of the hot bin materials for job mix formulation will be observed by the Engineer and identical samples will be obtained for verification of the job mix formulation by the Authority's Materials Laboratory. Where previously used or concurrent job mix formulations are to be used, hot bin samples may be waived by the Engineer.

2. When more than one asphalt plant is to be used to supply asphalt concrete to the construction site, each asphalt plant shall use the same material and a similar job mix formula.

3. Locations and timing of random sampling shall be determined in accordance with ASTM D 3665.

C. QUALITY CONTROL PLAN

1. The Contractor shall develop and maintain a quality control plan to ensure that all materials and completed construction conform to the Contract requirements, whether manufactured or processed by the Contractor or procured from subcontractors or vendors. The Engineer shall be afforded access to the Contractor's plant and equipment at all times for the checking of compliance with Contractor's approved quality control plan.

2. The quality control plan shall include at a minimum:

   a. The assignment of quality control responsibility to specifically named individuals;

   b. Performance of regularly scheduled inspection procedures;

   c. Provisions for the prompt implementation of control and corrective measures;

   d. Provisions for liaison with the Engineer at all times.

D. CONTRACTOR'S QUALITY CONTROL TESTS

1. Perform all quality control tests necessary to control the production and construction processes. The testing program shall include, but shall not necessarily be limited to, tests for the control of bitumen content, aggregate gradation, Marshall properties and temperatures.

   Obtain samples at the direction of the Manager for the purpose of quality control testing. Random sampling procedures specified in ASTM D 3665 shall be used for determining the selection of samples as follows:

   a. Take four (4) samples of freshly mixed material per each lot (one sample from each sublot) for top, bottom, overlay and plant mix macadam base courses. A sublot is one quarter of the lot. Take samples in accordance with ASTM D 979 from material at the mixing plant. When conditions cause production to be terminated before the completion of a full lot the following procedures shall be used to adjust the lot size and the number of test for the lot. Where three (3) sublots are produced they shall be used to adjust the lot size and number of tests for the lot. Where three (3) sublots are produced they shall constitute a lot and the last batch produced shall be sampled and its properties shall be considered as representative of the particular sublot from which it was taken. When one (1) or two (2) sublots are produced, they shall be incorporated into the previous lot and the total number of sublots shall be used in the calculation of quantity subject to determination of deductions from Contract Compensation for deficiencies, as found in Part 4 of this Section.

   b. Test samples in accordance with ASTM D 2172 to determine asphalt cement content. Test recovered aggregate to determine gradation in accordance with ASTM C 136. When automated recording plants are used for production, the average of ten consecutive printouts may be used for asphalt cement content determination.

c. Prepare three plugs from each sample and test them in accordance with ASTM D 1559 using automatic compaction procedures. Air voids and voids filled with bitumen will be determined in accordance with ASTM D 3203. VMA will be estimated by adding percentage of bitumen (by volume) to the percent air voids.

d. Take hot bin or feeder belt composite samples of top, bottom, overlay and plant mix macadam aggregates at least twice daily and check gradation in accordance with ASTM C 136, including washing material passing No. 8 sieve in accordance with ASTM C 117.

Obtain samples at the direction of the Manager for the purpose of quality control testing. Random sampling procedures specified in ASTM D 3665 shall be used for determining the selection of samples as follows:

a. Take four (4) samples of freshly mixed material per each (one sample form each sublot) for top, bottom, overlay and plant mix macadam base courses. A sublot is one quarter of the lot. Take samples in accordance with ASTM D 979 from material at the mixing plant. When conditions cause production to be terminated before the completion of a full lot the following procedures shall be used to adjust the lot size and the number of tests for the lot. Where three (3) sublots are produced they shall be used to adjust the lot size and number of tests for the lot. Where three (3) sublots are produced they shall constitute a lot and the last batch produced shall be sampled and its properties shall be considered as representative of the particular sublot from which it was taken. When one (1) or two (2) sublots are produced, they shall be incorporated into the previous lot and the total number of sublots shall be used in the calculation of the quantity, subject to determination of deductions from Contract Compensation for deficiencies, as found in Part 4 of this Section.

b. Test samples in accordance with ASTM D 2172 to determine asphalt cement content. Test recovered aggregate to determine gradation in accordance with ASTM C 136. When automated recording plants are used for production, the average of ten consecutive printouts may be used for asphalt cement content determination.

c. Prepare three (3) plugs from each sample and test them in accordance with ASTM D 1559, using automatic compaction procedures. Air voids and voids filled with bitumen will be determined in accordance with ASTM D 3202. VMA will be estimated by adding percentage of bitumen (by volume) to the percent air voids.

d. Take hot bin or feeder belt composite samples of top, bottom, overlay and plant mix macadam aggregates at least twice daily and check gradation in accordance with ASTM C 136, including washing material passing No. 8 sieve in accordance with ASTM C 117.

e. At least six (6) times daily, check and record temperatures at necessary locations to determine the temperatures of:

(1) Aggregates and asphalt cement immediately before introduction to the pug mill or dryer drum;

(2) The mixture immediately after discharge from the pug mill or dryer drum;

(3) The mixture at the spreader on the construction site.

f. Perform the additional testing as required to ensure that mixtures produced meet the requirements of this Section.

2. Control charts shall be maintained on the 1/2 inch, No. 8, No. 50 and No. 200 sieves, and on the asphalt content of the mix. Each individual test shall be plotted. The charts shall be posted and shall be accessible to the Manager at all times.

3. Take prompt action to correct any errors, equipment malfunction, and process changes, or other causes which have resulted or could result in submission of materials and completed construction which do not conform to the requirements of this Section. The values for each sublot, tested in accordance with 1.04 D.1.A., shall conform to the parameters specified in 1.03 B. If two consecutive sublot values do not fall within the specified job mix formula tolerance ranges specified in 3.02 B, the Contractor shall cease production until remedial action is taken which shall bring production within the permitted tolerance.

4. Document quality control efforts using copies of the sample forms contained in the FAA ERLPM, Appendix C, in its entirety, or Port Authority forms PA 620 and "Asphaltic Concrete Test Data".

5. If a storage silo is used:

a. Check the silo to see that it can properly store the asphalt concrete for the time involved.

b. Take samples of asphalt concrete as it is unloaded from the silo and check them for conformance to this Section.

c. Silo storage time shall be as approved by the DOT of the state in which the Work is to be performed, but shall in no case exceed 24 hours.

6. From the first day's production of each type course, select an area to be called a control strip. Each control strip shall be 100 feet long and 2 spreader widths wide and shall be constructed to meet the requirements of this Section and in the same manner as the remainder of the course it represents. The control strip shall become part of the completed pavement if, in fact, it does meet the requirements of this Section. The purpose of the control strip is to have the Contractor demonstrate that he can construct a pavement using his proposed equipment and methods of operation and satisfy all quality requirements prior to the start of full production. A new control strip shall be constructed whenever a change is made in equipment, methods of operation, the type or source of material or whenever there is a change in the job mix formula.

7. Include, as part of the quality control plan, the use of a nuclear density device to aid in meeting the specified target densities. Such device shall be calibrated with the control strip cores.

E. ENGINEER OF MATERIAL'S SAMPLING AND TESTING

1. Asphalt concrete shall be received only from approved automated plants equipped with interlocks and printouts meeting the requirements for ASTM D 995 and subject to the following:

   a. Plant interlocks and printouts shall be in operation during production and copies of all printouts shall be furnished to the Engineer daily.

   b. Scales shall be certified by an approved agency at least every 90 days and copies of certification shall be submitted to the Engineer on request.

2. Provide labor and equipment to take samples, except cores, to check thickness and density in checking grades and surface smoothness.

3. Take field samples in accordance with ASTM D 979 from the mat (material placed by the spreader but prior to compaction). These samples shall be from the sublots that were sampled in 1.04 D.1.a. The Engineer may prepare three plugs from each sample and test them in accordance with ASTM D 1559 using automatic compaction procedures. Air voids and voids filled with bitumen will be determined in accordance with ASTM D 3203. The average test values obtained from each lot of top, bottom and test values obtained from each lot of top, bottom and overlay courses shall conform to the

parameters specified in 1.03 B. If two (2) consecutive sublot values fail to comply with the specified ranges, cease production until remedial action is taken, which shall bring production within the permitted tolerances.

4. For thickness determination, exclusive of overlay pavement, each course will be divided into area lots consisting of the area covered by the lot sampled as specified in 1.04 D.1.a. and each lot will be further subdivided into four equal sublots. The Engineer will take two 4-inch cores randomly in each sublot to check thickness of the top and bottom courses. The thickness of each sublot will be determined by averaging the two core thicknesses. One fourth of all such cores will continue through the plant mix macadam base course. Thickness will be determined in accordance with ASTM D 3549.

5. A joint survey shall be performed by personnel of the Contractor and the Engineer of Materials for the purpose of checking compliance to required surface grade tolerances. Joint surveys shall be taken within 28 days of placement of top course or overlay.

6. Pavement Density
The Engineer may determine the density of the pavement by using a nuclear density device. Should the Engineer require further testing, he will determine the in-place density by taking cores at random locations. Should this be required, then the value of in-place density will be used to determine the density and the nuclear density results will be disregarded. The procedure will be as follows:

   a. The Engineer of Materials will determine the in-place density of the pavement by taking and averaging cores taken at random. The values of the in-place density shall conform to 1.03 C.4.

   b. Cores taken from the top course or overlay will be tested for bulk specific gravity in accordance with ASTM D 2726.

   c. The average in-place density determination, taken from the area covered by the lot sampled as specified in 1.04 D.1.a, shall be as specified in 1.03 C.4. The average in-place density will be determined by summing up the sublot in-place density readings obtained from all the sublots, divided by the number of sublots. The in-place density for each sublot will be obtained from the average of two core readings taken from each sublot on a random basis divided by the maximum specific gravity (ASTM D 2041) taken for that sublot. In overlay areas, any core with a thickness less than twice the maximum size of the coarse aggregate will be discarded and additional random cores will be taken as required to ensure representative readings.

d. The procedure specified in (a) through (c) above will be repeated when a change is made in the type or source of material or whenever a new job mix formula is approved for material from the same source.

7. The Contractor shall patch all areas where samples are taken with an approved asphalt concrete or Portland cement concrete properly tamped to fill all voids and struck off flush with the surface.

8. The Engineer of Materials may at any time, notwithstanding previous plant approval, reject and require the Contractor to dispose of any batch of bituminous mixture which is rendered unfit for use due to contamination, segregation or incomplete coating of aggregate. Such rejection may be based on only visual inspection. In the event of such rejection, the Contractor may take a representative sample of the rejected material in the presence of the Engineer and, if he can demonstrate in the laboratory, in the presence and to the satisfaction of the Engineer, that such material was erroneously rejected, such rejected material will be deemed Extra Work.

9. The Engineer of Materials may determine the Marshall Stability, flow and air voids of random samples taken from each sublot of asphalt concrete produced. Where there is not sufficient asphalt concrete required to comprise 4 sublots, the asphalt concrete will be divided into as many 150-ton sublots as possible. The samples for the above testing will be taken in accordance with ASTM D 979 from material placed by the spreader but prior to compaction or at the asphalt plant from loaded trucks. Marshall Stability and flow will be tested in accordance with ASTM D 1559 and the air voids will be determined in accordance with ASTM D 3203.

F. For work performed in the State of New Jersey after January 1, 1993, the Contractor shall have a representative present during all paving operations who shall be certified by the Society of Asphalt Technologists of New Jersey, Inc., as an Asphalt Paving Construction Technologist.

1.05 DELIVERY, STORAGE AND HANDLING

A. Use vehicles with clean, metal bottoms free from kerosene and other solvents.

B. Protect asphalt concrete in transit from weather and loss of heat with adequate covers.

C. Deliver asphalt concrete to the construction site in sufficient quantities to ensure continuous paving before preceding batch or batches have cooled.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

Manufacturers of asphalt cement shall be located within 25 miles of Port Newark.

2.02 MATERIALS

A. AGGREGATES

1. If the index of retained stability of the specimens of composite mixture, specified in 1.03 B.8, is less than 75, the aggregates will be rejected unless the Contractor treats the asphalt cement with an approved anti-stripping agent. The amount shall be sufficient to produce an index of retained stability of not less than 75.

2. Coarse Aggregate

   a. Except for use in a roadway-wearing course, coarse aggregate shall conform to ASTM D 692, except as follows: Use broken stone or crushed gravel having not less than 75% by weight of pieces with two or more fractured faces, with a maximum of 8% of flat or elongated pieces, with maximum percentage of wear (ASTM C 131) of 40% and with a magnesium sulfate loss (ASTM C 88) of not more than 12% for a five-cycle test period.

   b. Where the asphalt concrete is to be used as a roadway wearing course, coarse aggregate shall conform to ASTM D 692 except as follows: Use broken stone, which shall be trap rock or gneiss of uniform quality obtained from a source approved by the New York State Department of Transportation or the New Jersey Department of Transportation for use in asphalt concrete. The aggregate shall have not less than75% by weight of elongated pieces, with maximum percentage of wear (ASTM C 131) of 30% and with a magnesium sulfate loss (ASTM C 88) of not more than 12% for a five-cycle test period.

   c. A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.

3. Fine aggregate shall be a blend of stone sand and stone screenings conforming to ASTM D 692, with maximum percentage of wear (ASTM C 131) of 30% and with a magnesium sulfate loss (ASTM C 88) of not more than 18% for a five-cycle test period. Natural sand and slag shall not be used.

1. Mineral filler shall conform to ASTM D 242.

B. ASPHALT CEMENT

Asphalt cement shall conform to ASTM D 3381, Viscosity Grade AC20, except that the penetration of the asphalt cement at 77 degrees F, 100g, five seconds, shall be not less than 60 and not more than 100.

C. TACK COAT

Asphalt cement as specified in 2.02 above.

2.03 MIXES

A. NEW JERSEY INTER-AGENCY ENGINEERING COMMITTEE STANDARD BITUMINOUS CONCRETE MIXTURE DESIGN TABLE

Mix Designation and Nominal Maximum Size of Aggregate

	Base Course		Bottom Course	Top Course		
	I-1	I-2	I-3	I-4	1-5	1-6
	1"	1 1/2"	1"	1/2"	3/8"	
No.4						

Grading of total aggregate (coarse plus fine, plus filler if required).
Amounts finer than each laboratory sieve (Sq. Opening) weight Percent

Sieve Size:						
2"	---	100	---	---	---	---
1 1/2"	100	90-100	100	---	---	---
1"	90-100	80-100	90-100	100	---	---
3/4"	60-80	65-95	75-90	95-100	---	---
1/2"	---	50-85	60-80	75-95	---	---
3/8"	15-40	40-75	50-70	65-85	80-100	100
No.4	0-10	25-60	25-60	35-65	55-75	80-100
No.8	---	20-50	15-45	25-50	30-60	65-100
No. 16	---	---	---	18-40	20-45	40-80
No. 30	---	---	---	12-30	15-35	20-65
No. 50	---	8-30	3-18	10-23	10-30	7-40
No. 100	---	---	---	---	---	5-20
No. 200	---	4-12	1-7	4-10	4-10	4-10

Asphalt Cement, Weight by Percent of Total Mixture

	2.5-3.1	3.5-8	4-8.5	4.5-9.5	5.-10	7-12

Note No. 1 Material passing the No. 200 sieve may consist of fine particles of the aggregate of mineral filler, or both. Material passing the No. 30 sieve shall be non-plastic

when tested in accordance with the requirements of AASHTO T90.
Note No. 2 : The maximum size of coarse aggregate shall be no more than 1/2 of the proposed pavements lift thickness.
Note No. 3 If the aggregate does not satisfy index of retained stability requirements, add an approved anti-stripping agent. (See 2.02 A.1).
Note No. 4 Job Mix Formula shall follow a smooth curve within the specified limits for all sieve sizes of the Mixture Design Table. The Job Mix Formula value for individual sieve sizes shall fall in the middle of the specified band.

B. JOB MIX FORMULA AND CHECKLIST

Develop Job Mix Formula and provide information for the following checklist:

1. General
   a. Contractor and Contract number
   b. Type of bituminous mixture
   c. Type and source of aggregates
   d. Type and source of asphalt cement

2. Aggregates
   a. Sieve analysis of each aggregate to be used in mixture in accordance with ASTM C 136 or AASHTO T27 (dry sieve only)
   b. Physical test of aggregates - soundness and wear
   c. Bulk specific gravity and absorption in accordance with ASTM C 127 for coarse aggregate and C 128 for fine aggregate. The Aggregate shall be sampled from the plant hot bins or feeder belt.
   d. Proportion used of each type aggregate.
   e. Theoretical gradation of combined proportions of aggregates

3. Bituminous Materials
   a. Type and grade
   b. Specific gravity

4. Optimum Bitumen Content Determination in accordance with ASTM D 1559
   a. Compactive effort (75 blows applied to specimen, each face)
   b. Actual specific gravity and unit weight of each specimen
   c. Percent, asphalt cement in each specimen
   d. Theoretical specific gravity of each specimen calculated
   e. Graph of stabilities vs. Asphalt cement content
   f. Graph of low values vs. Asphalt cement content
   g. Graph of voids filled vs. Asphalt cement 1/
   h. Graph of air voids vs. Asphalt cement content 1/

I. Graph of voids in mineral aggregates vs. Asphalt cement content.
J. Graph of unit weight vs. Asphalt cement content
k. Visual description of specimens at optimum bitumen, (i.e., dry, flushing, etc.)

5. Summation of Established Job Mix Formula

a. Combined gradation of aggregates

b. Optimum asphalt cement content from above graphs

c. Specified job mix tolerance range

d. Mixing temperature - to be measured at point of discharge into haul units

6. Summation of the Characteristics of the Mixture at Optimum Asphalt Cement Content

a. Stability, pounds

b. Flow valve, hundredths of an inch

c. Actual specific gravity of laboratory compacted mixture

d. Maximum specific gravity of paving mix at optimum asphalt cement content in accordance with ASTM D 2041

e. Total voids (air), percent, in laboratory compacted mixture

f. Voids filled with bitumen, percent, in laboratory compacted mixture

g. Voids in the mineral aggregate, percent, in laboratory compacted mixture

h. Actual unit weight, pound/cubic ft. of laboratory compacted mixture

I. Index of retained stability determined by procedures specified in FAA ERLPM, Appendix E entitled "Measurement of Reduction in Marshall Stability of Bituminous Pavements Caused by Immersion of Water".

7. Verification of Job Mix Formula Characteristics

Where the asphalt cement content for the proposed Job Mix formula does not coincide with the asphalt cement content used in the trial specimens, an additional set of specimens shall be prepared for the proposed Job Mix Formula asphalt cement content to verify that actual Marshall result duplicate those anticipated from the curves.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clean all underlying pavement surfaces of all loose and foreign material by sweeping with hand brooms, power sweepers or blowers as directed by the Engineer.

B. Verify that required grade and density tolerances of previous courses have been obtained before placing asphalt concrete.

C. Construct keyways for overlay pavements as shown by using longitudinal or transverse cuts into the existing pavement, and by removing the necessary amount of pavement to provide a smooth transition from the new to existing asphalt concrete surfaces.

D. Tack coat

1. Apply tack coat by brush on edges of all previously placed or existing pavement and surfaces of manholes and other structures that will be in contact with pavement course to be placed.
2. Apply tack coat by pressure distributor to existing pavement surface to receive new pavement course or where a course is not placed within 24 hours after placing the underlying course, according to the following table:

Type Asph.	Application Temp., Deg. F	Application Rate. Gal/S.y.
Asph. Cement	275-400	0.10 - 0.20

3. Protect structures, such as manhole frames and covers, joints and steel faced curbs within areas to be tack coated, prior to tack coating, by masking them with tarpaper, polyethylene film or other approved material(s).

4. Follow immediately with placement of asphalt concrete course. Take precautions necessary to maintain and protect the tack coated surface from damage until the next course is placed, including placement and removal of sand as necessary to blot up excess material.

5. All tack coated surfaces shall be paved or protected prior to opening the area to traffic.

3.02 APPLICATION

A. MIXING IN PLANT

1. Place aggregate through a dryer and heat to temperature not exceeding 350 degrees F.

2. Screen aggregate to appropriate fractions and place each fraction in a storage bin over mixer unit.

3. Use equipment conforming to ASTM D 995 for preparation of paving mixtures, except provide one bin for fine aggregate and three for coarse aggregate.

4. Introduce aggregate into mixer at between 250 and 350 degrees F and dry mix for minimum of 5 seconds before adding asphalt cement.

5. Heat asphalt cement to a temperature not exceeding 325 degrees F and introduce it into mixer at a temperature of not less than 275 degrees F.

6. Mix as long as necessary, but not less than 30 seconds after introduction of asphalt cement, to completely and uniformly coat aggregate particles.

7. Regulate temperature of mixture according to outdoor temperatures and as necessary to meet minimum laydown temperatures specified in 1.03 A.2.

8. Use of storage silos will be permitted, provided such silos are approved as specified in 1.04 d.5.

B. PLANT PRODUCTION TOLERANCE

The plant production tolerances shown in the table below shall be applied to the job mix formula to establish a job control gradation band. The plant production tolerances below shall still apply even if their application results in a job control gradation band outside the mix design table specified in 2.03 A.

PLANT PRODUCTION TOLERANCES
(Based on a Single Test)

Material	Tolerance Plus or Minus (in percent)
Aggregate passing No. 50 and larger sieves	4
Aggregate passing Nos. 100 and 200 sieves	2*
Asphalt cement (determined by ASTM D 2172)	0.3

Asphalt cement (determined by printouts)	0.05

* No. 200 sieve tolerance on a lot basis shall be +/- 1 percent

C. PLACING AND SPREADING

1. Spread evenly, screen and finish each course to tolerances and requirements specified elsewhere in this Section. No single lift shall exceed 2 inches in compacted thickness unless approved by the Engineer.

2. Use approved asphalt-spreading machines equipped with automatic electronic screen controls.

3. Perform all operations necessary to ensure that the proper thickness of courses is obtained, including providing sufficient guides for the operation of the sensor of the automatic screen control devices on the paving machines.

4. Place in minimum of 10-foot wide strips, except that the last strip may be of lesser width if necessary. The length of paving strip shall be estimated by the following guide: 10 times the ambient temperature (degrees F) plus 100 feet.

5. Begin along low sides of areas and proceed towards high side of areas with a one directional slope. Start on centerline and work both ways for crowned roadways.

6. Use hand placing and finishing methods, as approved by the Engineer, in small areas where use of power equipment is impractical.

7. Provide paving irons and heating equipment for use during paving operations and where necessary to improve the surface conditions.

8. Use lutes and rakes for hand spreading.

D. GRADE CONTROL

1. Remove grade stakes just prior to rolling of the plant mix macadam base course.

2. The Engineer will provide benchmarks and alignment controls adjacent to each area of construction, which shall be checked and maintained by the Contractor.

3. When placing overlays, the thickness of the lift to be placed shall be

marked on the pavement adjacent to each side of the paving machine, for each succeeding lift of asphalt concrete, at each location.

4. Perform surveys immediately after top course has been placed by spreader, to check grades and permit corrections while pavement is still hot enough for compaction.

5. Establish and maintain required lines and grades, including crown and cross slope, for each course during paving operations.

E. COMPACTION EQUIPMENT

1. Use power rollers weighing not less than 10 tons, having wheel loads of at least 250 lbs./lin. inch of combined static and dynamic force and equipped with adjustable scrapers to keep wheel surfaces clean and with efficient means of keeping them wet to prevent mixes from sticking.

2. Use types and quantities of equipment as necessary to meet all quality and production requirements.

3. Do not use steel rollers with pits, flat spots or grooves worked into rolling surface. Roller shall be capable of reversing without backlash.

4. Keep roller on asphalt concrete to avoid contamination of pavement with foreign material.

F. ROLLING

1. Commence as soon as material will sustain roller without undue displacement, cracking or shoving.

2. Operate each roller continuously at a speed not to exceed three miles per hour.

3. Rolling Procedures
   a. Start at low edge of asphalt strip and roll toward the upper edge.
   b. Each pass shall overlap the previous pass by one-half the roller wheel width.
   c. Each pass shall be extended beyond the previous pass in the longitudinal direction.
   d. The joint between 2 passes shall be rolled (pinched), as soon as possible and before the first pass on the low side of the freshly paced material.

4. Perform such additional rolling with types and quantity of rollers as may be necessary to satisfy the entire pavement quality requirement specified herein.

5. Do not re-roll cold in-place asphalt concrete with a steel wheel or vibratory roller to attempt to increase density. With the advance approval of the Engineer, a pneumatic tire roller may be used.

6. At the end of each day's operations or when paving is interrupted sufficiently to allow mixture to cool, make a temporary joint.

7. When resuming operations, cut back joint to expose a granular surface for full depth of course, paint exposed edge with thin coat of asphalt cement, rake fresh mixture against joint, tamp and roll.

G. FEATHER-EDGE

1. When required, the course shall be featheredged following the "feather-edge" lines.

2. The feather edging shall be accomplished by decreasing the full thickness of the top course in order to maintain the required profile until the course thickness is approximately 1/2 inch.

3. The remainder of the course shall be placed by broadcasting the mix for purpose of segregating the large aggregate, which shall be promptly removed. This shall be immediately followed by the rolling operation.

H. LONGITUDINAL WEDGE JOINT

1. Power Equipment for Wedge Joint
   a. Asphalt concrete paver shall be equipped with a sloped plate attached to the paver screen extension and an infrared joint heater.
   b. The sloped plate shall produce a wedge edge having a face slope of 3 horizontal: 1 vertical so constructed as to accommodate a compacted mat thickness from 1 1/2 to 4 inches. The bottom of the sloped plate shall be mounted 3/8 to 1/2 inches above the existing pavement.
   c. An infrared joint heater of at least 500,000 BTU/hr. total capacity shall be mounted to the side of the paver to heat the longitudinal edge of the previously pace mat to a surface temperature of 200 degrees F or higher to ensure bonding of the newly placed mat with the previously placed mat without undue breaking or fracturing of aggregate at the interface. The surface temperature shall be measured immediately behind the joint heater. The joint heater shall be equipped with automated

controls which shut off the burners when the paving machine stops and reignite them with the forward movement of the paver. The joint heater shall heat in an area of the previously placed wedge edge no less than 15 inches in width and 76 inches in length at one time. Heating shall immediately precede placement of the asphalt concrete top course.

2. The longitudinal wedge joint shall be formed between all abutting mats except that it shall be optional for paving the longitudinal joint between the lanes when paving in echelon.

3. The material being placed in the abutting lane shall be tightly crowded against the face of the previously placed lane. The paver shall be positioned so that in spreading, the material overlaps the top edge of the lane previously placed by 2 to 3 inches. The overlapped material shall be loaded back onto the un-compacted mat and left sufficiently high to allow for compaction. To ensure a true line, the paver shall closely follow the lines or markings placed along the joint for alignment purposes.
   The width and depth of the overlapped material shall be kept uniform at all times.

4. When compacting the longitudinal edge of the first placed wedge joint, the breakdown roller shall extend not more than 2 inches over the top of the sloped face of the wedge joint.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East,

Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to 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, 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 required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty

d. Ensuring 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.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars ($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) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement 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. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsiveness or 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 and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, 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 and continuing 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, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, 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. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

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

At all times, 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 the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "http://www.panynj.gov/inspector-general" for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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.

6. 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. The Director may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Director and shall become a requirement, as though fully set forth in this Contract. 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. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. 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 and/or law enforcement 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; except and until the Contract has been awarded, then it shall mean Contractor
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.

THE PORT AUTHORITY OF NY & NJ

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

2/28/2014

ADDENDUM # 1

To prospective Bidder for Bid # 36796 entitled, "Emergency Railroad Repair Services at Various Port Authority of NY & NJ Facilities:

The following revised dates are applicable:

I. FACILITY INSPECTION:
- Originally scheduled March 4, 2014 at 9:00 AM
- Revised date March 6, 2014 at 9:00 AM

II. QUESTIONS DUE:
- Originally due March 5, 2104 at 10:00 AM
- Revised date March 7, 2014 at 10:00 AM

III. BID DUE DATE:
- Originally due on 3/11/2014, no later than 11:00 AM
- Revised due date to 3/13/2014, no later than 11:00 AM

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

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

THE PORT AUTHORITY OF NY & NJ
Kathy Leslie Whelan
Assistant Director
Commodities & Services Division

BIDDER'S FIRM NAME: **RAILROAD CONSTRUCTION COMPANY, INC.**

INITIALED: _____
Alfonso Daloisio, Jr. President

DATE: March 13, 2014

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Mr. Richard A. Grehl, WHO CAN BE REACHED AT (201) 395-3441 or at rgrehl@panynj.gov.

2014 MAR 13 AM 11:14
PROCUREMENT

THE PORT AUTHORITY OF NY & NJ

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

3/10/2014

ADDENDUM # 2

To prospective Bidder for Bid # 36796 entitled, "Emergency Railroad Repair Services at Various Port Authority of NY & NJ Facilities:

- Bid currently due on 3/13/2014, no later than 11:00AM

I. See attached Attendance Sheet from Facility Inspection on 3-6-14.

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

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

THE PORT AUTHORITY OF NY & NJ
Kathy Leslie Whelan, Manager
Commodities & Services Division

BIDDER'S FIRM NAME: **RAILROAD CONSTRUCTION COMPANY, INC.**

INITIALED: _____

Alfonso Daloisio, Jr., President

DATE: March 13, 2014

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Mr. Richard A. Grehl, WHO CAN BE REACHED AT (201) 395-3441 or at rgrehl@panynj.gov.

2014 MAR 13 AM 11:14
PROCUREMENT

PS11All

ATTENDANCE SHEET

BID # 36796 – EMERGENCY RAILROAD REPAIR SERVICES AT VARIOUS PORT AUTHORITY OF NY & NJ FACILITIES

MARCH 6, 2014

NAME (PRINT)	COMPANY NAME	TELEPHONE #
MATT KLEMCHALK	RAILROAD CONSTRUCTION CO, INC.	973-684-0362
LUIS NIEVES	RAILWORKS INC.	516-902-7857
MICHAEL ESPOSITO	" "	631-617-0607
TONY GLENNON	TRAC	908-812-7864
DAVE LUVARA	Railroad Constructors, Inc	856-403-9385
RICHARD GRETH	PA - PROCUREMENT	201-395-3441
MICHAEL PILLARELLA	PA.	(973) 578-2170
NANCY KOWALESKI	PA - NJNT	973-578-2163
DONALD HUTTON	HYNES	201-433-0360

THE PORT AUTHORITY OF NY & NJ

September 18, 2015

VIA FAX: 516-767-9200

Aero Snow Removal Corp.
30 Sagamore Hill Drive
Port Washington, NY 11050
ATTN: William F. Wynperle, Jr. – Executive Vice President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016
BID #43294

[illegible] Wynperle:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: JULY 31, 2015

TITLE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016

BID NO.: 43294

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

BID DUE DATE: AUGUST 19, 2015 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (212) 435-4660
FAX NO.: (212) 435-4697
EMAIL: sortega@panynj.gov

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

Aero Snow Removal Corp.
(NAME OF BIDDING ENTITY)

30 Sagamore Hill Drive
(ADDRESS)

Port Washington, NY 11050
(CITY, STATE AND ZIP CODE)

William F. Wynperle, Jr., Executive Vice President — 516-944-3100
(REPRESENTATIVE TO CONTACT-NAME & TITLE) — (TELEPHONE)

516-767-9200
(FEDERAL TAX I.D. NO.) — (FAX NO.)

x BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME: Aero Snow Removal Corp.
ADDRESS: 30 Sagamore Hill Drive, Port Washington, NY 11050
CONTACT NAME: Fred Gonzalez
TELEPHONE #: 516-944-3100
FAX #: 516-767-9200
EMAIL ADDRESS: fgonzalez@aerosnow.com

Rates quoted are for all time frames. No additional charges or overtime.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
All facilities	10	Dump Trucks	Various	Dump	17 cy	—	No	345.00	—	—	120.00	—	—	200.00	—	—	8	-	--	JFK-EWR	
	10	Truck Plows	Various	Dump	12-17 cy	10' - 11'	Yes	410.00	—	—	110.00	—	—	215.00	—	—	8	—	—		
	6	4x4w/Plows	Various	Pick Up	6' - 8'	7'	Yes	240.00	—	—	90.00	—	—	135.00	—	—	8	.	—		
	4	4x4w/Plow/Spreader	Various	Hopper	2 cy	7' -8'	Yes	240.00	—	—	120.00	—	—	215.00	—	—	8	—	—		
	10	Payloader	Cat930 or equal		—	3 cy	No	490.00	—	—	160.00	—	—	200.00	—	—	8	—	--		
	10	Payloader	Cat 950 or equal		—	4 cy	No	565.00	—	—	160.00	—	—	245.00	—	—	8	—	—		
	10	Payloader	Cat 966 or equal		—	5 cy	No	565.00	—	—	160.00	—	—	285.00	—	—	8	—	--		
	5	Payloader	Cat 980 or equal		—	6 cy	No	670.00	—	—	185.00	—	—	350.00	—	—	8	—	—		
	3	Payloader	Cat 988 or equal		—	7 cy	No	670.00	—	—	185.00	—	—	380.00	—	—	8	—	—		
	3	Rubber Tire Dozer	Mich 280		—	20' - 30'	No	765.00	—	—	215.00	—	—	420.00	—	—	8	—	—		
	2	Rubber Tire Dozer	Trojan		—	20'	Yes	680.00	—	—	250.00	—	—	420.00	—	—	8	—	—		
	5	Rubber Tire Dozer	Cat 834		—	12' - 15'	No	995.00	—	—	250.00	—	—	485.00	—	—	8	—	—		
	4	Skid Steer Load w/Bucket	1996		—	66"	No	250.00	—	—	110.00	—	—	165.00	—	—	8	—	--		
	4	Skid Steer Load w/Broom	1996		—	6'	Yes	260.00	—	—	110.00	—	—	175.00	—	—	8	—	—		
	2	Sand/Salt Spreader	Various	Hopper	2-3 cy	—	No	230.00	—	—	110.00	—	—	165.00	—	—	8	—	--		
	2	Sand/Salt Spreader	Various	Hopper	4-7 cy	—	No	230.00	—	—	110.00	—	—	210.00	—	—	8	—			
	2	Sand/Salt Spreader	Various	Hopper	16 cy	—	Yes	350.00	—	—	110.00	—	—	325.00	—	—	8	—	-	—	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME: Acro Snow Removal Corp.
ADDRESS: 30 Sagamore Hill Drive, Port Washington, NY 11050
CONTACT NAME: Fred Gonzalez
TELEPHONE #: 516-944-3100
FAX #: 516-767-9200
EMAIL ADDRESS: fgonzalez@acrosnow.com

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
All facilities	2	Sand/Salt Spreader w/ Plow		Hopper	16 cy	10' - 11'	Yes	420.00	—	—	140.00	—	—	325.00	—	—	8	—	—	JFK - EWR	
	2	Liquid Deicer Trucks	Various	1,000 gallon	—	—	—	365.00	—	—	220.00	—	—	440.00	—	—	8	—	—		
	4	Portable Snow Melters	Various	100-600T/Hr.	—	—	—	1,050.00	—	—	5.95ton/hr of rated melt capacity			11.95 ton/hr of rated melt capacity			6	—	—		
	3	SelfPropelled Snow Melter		100-350T/Hr.	—	—	—	1,050.00	—	—	5.95 ton/hr of rated melt capacity			11.95 ton/hr of rated melt capacity			6	—	—		

THE PORT AUTHORITY OF NY & NJ

September 18, 2015

VIA FAX: 973-684-1355

Railroad Construction Company, Inc.
75-77 Grove Street
Paterson, NJ 07503
ATTN: Joseph Vaccaro – Vice President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016
BID #43294

Dear Mr. Vaccaro:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: JULY 31, 2015

TITLE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016

BID NO.: 43294

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

BID DUE DATE: AUGUST 19, 2015 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (212) 435-4660
FAX NO.: (212) 435-4697
EMAIL: sortega@panynj.gov

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

RAILROAD CONSTRUCTION COMPANY, INC.
(NAME OF BIDDING ENTITY)

75-77 Grove Street
(ADDRESS)

Paterson, N.J. 07503
(CITY, STATE AND ZIP CODE)

Joseph Vaccaro, Vice-President
(REPRESENTATIVE TO CONTACT-NAME & TITLE

(973) 684-0362
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(973) 684-1355
(FAX NO.)

__X__ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME:	RAILROAD CONSTRUCTION COMPANY, INC.
ADDRESS:	75-77 Grove Street, Paterson, N.J. 07503
CONTACT NAME:	Joseph Vaccaro, Vice-President
TELEPHONE #:	(973) 684-0362
FAX #:	(973) 684-1355
EMAIL ADDRESS:	Bidgroup@rccmail.net(

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
PN	2	Pay Loader	Kom 320		2-3 CY	2-3 CY		825.00	900.00	975.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
HCMF			1997/2001																		
JSTC																					
JCAMT	7	Pay Loader	Kom 380 or		4 CY	4 CY		825.00	900.00	975.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
EPAMT			Equiv.																		
			1999/2011																		
	3	Pay Loader	Kom 450 or		5 CY	5 CY		825.00	900.00	975.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
			Equiv.																		
			1995/2012																		
	8	Backhoe	JD410 or		2 CY	2 CY		825.00	900.00	975.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
			Equiv.																		
			1995/2015																		

THE PORT AUTHORITY OF NY & NJ

September 18, 2015

VIA FAX: 516-371-1763

Snowlift, LLC
96 Commercial Street
Freeport, NY 11520
ATTN: Michael Ferrucci – President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016
BID #43294

Dear Mr. Ferrucci:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: JULY 31, 2015

TITLE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016

BID NO.: 43294

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

BID DUE DATE: AUGUST 19, 2015 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (212) 435-4660
FAX NO.: (212) 435-4697
EMAIL: sortega@panynj.gov

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

SNOWLIFT LLC
(NAME OF BIDDING ENTITY)

96 COMMERCIAL STREET
(ADDRESS)

FREEPORT, NY 11520
(CITY, STATE AND ZIP CODE)

MICHAEL FERRUCCI PRESIDENT/MANAGING MEMBER 516-239-2123
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

516-371-1763
(FEDERAL TAX I.D. NO.) (FAX NO.)

____ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_X_ OTHER (SPECIFY): LIMITED LIABILITY COMPANY (LLC)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME: SNOWLIFT LLC
ADDRESS: 96 COMMERCIAL STREET, FREEPORT, NY 11520
CONTACT NAME: MICHAEL FERRUCCI
TELEPHONE #: 516-239-2123, 516-779-0422 CELL, 718-656-8870 ANS SERVICE
FAX #: 516-371-1763
EMAIL ADDRESS: mike@snowlift.com

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOURS PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	D/T Hours (TH)	O/T Hours (DT)		(TH)	(DT)		
ALL	50	(A) TRUCK W PLOW	VARIOUS			11'	YES	$410			$100			$190			8				
ALL	15	(B) DUMP TRUCK	VARIOUS		17			$335			$110			$180			8				
ALL	15	(C) DUMP TRAILER	FRUEHAUF DR.EQUIV.		35			$440			$100			$220			8				
ALL	30	(D) 4X4 W PLOW	VARIOUS			7'	YES	$238			$85			$120			8				
ALL	15	(E) PAYLOADER	CAT 930 OR EQUIV.		2 - 3			$475			$150			$185			8				
ALL	10	(F) PAYLOADER	CAT 950 OR EQUIV.		4			$550			$150			$215			8				
ALL	10	(G) PAYLOADER	CAT 966 OR EQUIV.		5			$550			$150			$250			8				
ALL	10	(H) PAYLDADER	MICH 175 OR EQUIV.		6			$650			$175			$290			8				
ALL	15	(I) PAYLDADER	CAT 980 OR EQUIV.		7			$650			$175			$320			8				
ALL	30	(J) SNOWLIFT SPECIALIZED SNOW DOZERS	VARIOUS			MIN 20 - 32'	YES	$740			$200			$350			8				
ALL	5	(K) PORTABLE SNOW MELTERS	VARIOUS		40 TON/HR			$1,005			$5/ PER TON PER HR RATED CAPACITY			$12.50/ PER TON PER HR RATED CAPACITY			8				
ALL	35	(K-1) PORTABLE SNOW MELTERS	VARIOUS		100 TO 350 TON/HR			$1,005			$5/ PER TON PER HR RATED CAPACITY			$9.50/ PER TON PER HR RATED CAPACITY			8				

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOURS PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	O/T Hours (TH)	D/T Hours (DT)		(TH)	(DT)		
ALL	30	(L) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV	VARIOUS		7 TO 10			$225			$100			$165			8				
ALL	10	(M) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV.	VARIOUS		2 TO 5			$225			$108			$155			8				
ALL	10	(N) SKIDSTEER OR EQUIV W BUCKET OR 8' BLADE	VARIOUS					$258			$100			$160			8				
ALL	1	(O) TRACK LOADER OR DOZER	VARIOUS	CAT 963				$850			$200			$425							
ALL	25	(P) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. WITH ROAD PLOW	VARIOUS		16			$450			$100			$265			8				
ALL	25	(Q) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV.	VARIOUS		16			$450			$100			$265			8				
ALL	25	(R) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV.	VARIOUS		5 TO 7			$450			$100			$210			8				
ALL UNITS ARE STORED AT JFK, LGA, AND EWR																					
FOLLOWING NUMBERS WILL BE MANNED DURING ACTUAL SNOW EVENTS																					
JFK - 718-656-8870 MICHAEL FERRUCCI																					
LGA - 718-476-5570 JIM FLIEDNER																					
EWR - 973-824-5252 STEVE WILKINSON																					
SIGNED AT 96 COMMERCIAL STREET, FREEPORT, NY 11520 AS OF AUGUST 21, 2012																					

THE PORT AUTHORITY OF NY & NJ

September 18, 2015

VIA FAX: 718-458-5199

Tully Environmental Inc.
127-50 Northern Blvd.
Flushing, NY 11368
ATTN: Peter K. Tully - President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016
BID #43294

Dear Mr. Tully:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: JULY 31, 2015

TITLE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016

BID NO.: 43294

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

BID DUE DATE: AUGUST 19, 2015 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (212) 435-4660
FAX NO.: (212) 435-4697
EMAIL: sortega@panynj.gov

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

Tully Environmental Inc.
(NAME OF BIDDING ENTITY)

127-50 Northern Blvd
(ADDRESS)

Flushing NY 11368
(CITY, STATE AND ZIP CODE)

Peter K. Tully President
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

718-446-7000
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

718-458-5799
(FAX NO.)

✓ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

VENDOR'S NAME: TULLY ENVIRONMENTAL, INC.	BID#43294
ADDRESS: 127-50 NORTHERN BOULEVARD, FLUSHING NEW YORK 11368	
CONTACT NAME: DEAN DEVOE	
TELEPHONE #: 718-446-7000	
FAX#: 718-458-5199	
EMAIL ADDRESS: ANGELAT@TULLYENVIRONMENTAL.COM	

Facility to Service	No. of Units	Type & Make	Model & Year	Type of Body	Size Body Yards	Size Blade and Bucket	Reversible (Yes or No)	HAULAGE RATE PER UNIT/PER MOVE FLAT RATE OR HOURLY O/T HOURS (TH) O/T HOURS (DT)	STANDBY RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT)	OPERATING RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT)	Min. Hour Per Call Per Unit (If any)	Loc. Of Equip.	Special rates & Hours when Overtime is in effect
LGA/ JFKIA	10	CAT 966 Loader				4.0 YD Bucket	No	500/Move Each Way 750/Move Each Way TH	ST-210.00 TH - 315.00 DT - 315.00	ST-287.5 TH - 397.5 DT - 397.50	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	2	Komatsu WA 500 Loader				4.5 YD Bucket	No	500/Move Each Wey 750/Move Each Way TH	ST-210.00 TH - 315.00 DT - 315.00	ST-287.5 TH - 397.5 DT - 397.50	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	20	CAT 446 or Equivatent				2.0 YD Bucket	No	500/Move Each Way 750/Move Each Way TH	ST-170.00 TH-300.00 DT - 340.00	ST-263.75 TH-380.75 DT - 380.75	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	2	CAT 950 Loader				3.0 YD Bucket	No	500/Move Each Way 750/Move Each Way TH	ST-210.00 TH - 315.00 DT - 315.00	ST-287.5 TH - 397.5 DT - 397.50	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	20	Dump Trailer w/ Tractors		Dump Trailer	50 YDS		No		ST-135.00 OT-200.00 DT - 270.00	ST-180.00 OT-250.00 DT - 360.00	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays

THE PORT AUTHORITY OF NY & NJ

September 18, 2015

VIA FAX: 973-962-8900

Winter Services, Inc.
33 Daret Drive
Ringwood, NJ 07456
ATTN: Mark Moore – Vice President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016
BID #43294

Dear Mr. Moore:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: JULY 31, 2015

TITLE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016

BID NO.: 43294

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

BID DUE DATE: AUGUST 19, 2015 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (212) 435-4660
FAX NO.: (212) 435-4697
EMAIL: sortega@panynj.gov

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

Winter Services, INC.
(NAME OF BIDDING ENTITY)

33 Daret Drive
(ADDRESS)

Ringwood, NJ 07456
(CITY, STATE AND ZIP CODE)

Mark Moore Vice President 973-316-0010
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

(FEDERAL TAX I.D. NO.) 973-962-8900 (FAX NO.)

✓ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME:	Winter Services, INC.
ADDRESS:	33 Doret Dr
CONTACT NAME:	Mark Moore
TELEPHONE #:	973-917-8653
FAX #:	973-962-9900
EMAIL ADDRESS:	mmoore@winterservices.net

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	see guide TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
EW365	29	1	Int.	Salter	5ton	10'	No	225	250	285	200	225	285	225	250	285	4	8	16	Corp.	
	25	2	Int.	"	"	"	"	225	250	285	200	225	285	225	250	285	4	8	16	Corp	
	10	3	Ford	pickup	N/A	8'	"	185	200	225	185	200	225	200	225	250	4	8	16	Corp	
	8	4	Int.	tank	1600	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	5	CAT	loader	5 cy/ds	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	6	CAT	loader	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	7	Komatsu	"	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	6	8	Cat	loader	1 cy/d	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	14	9	Cat	skid	1/2	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	2	10	Cat	loader	1 cy/yd	N/A	N/A	225	250	285	185	200	225	185	200	250	4	8	16	"	
	6	11	Vent.	walk		4'	N/A	225	250	285	185	200	225	225	250	285	4	8	16	"	
	106	12	Toro	2 stage		36"		185	200	225	185	200	225	225	250	285	4	8	16	"	
	55	13	Ecko	push		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	32	14	ATV	4x4		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	85	15	Mack	dump	14-20			185	200	225	150	175	200	185	200	225	4	8	16	"	
	2	16	KW	"	8-10			185	200	225	165	185	200	185	200	225	4	8	16	"	
	20	17	Daniels			12'		165	185	200	165	185	200	185	200	225	4	8	16	"	
	74	18	Protech	push		12'		185	200	225	85	100	115	85	100	115	4	8	16	"	
	32	19	chev	Box		16'		185	200	225	100	125	150	100	125	150	4	8	16	"	
	350	20	labor	shovel		30"		185	200	225	165	185	200	225	185	200	*	8	16	"	
								85	95	110	85	95	110	85	95	110	4	8	16	"	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME:	Winter Services INC.
ADDRESS:	33 Daret Dr
CONTACT NAME:	Mark Moore
TELEPHONE #:	973-917-8653
FAX #:	973-962-9900
EMAIL ADDRESS:	mmoore@winterservices.net

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	see guide TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
EWR	29	1	Int.	Salter	5 ton	10'	No	225	250	285	200	225	285	225	250	285	4	8	16	Corp.	
	25	2	Int.	"	"	"	"	225	250	285	200	225	285	225	250	285	4	8	16	Corp	
	10	3	Ford	pickup	N/A	8'	"	185	200	225	185	200	225	200	225	250	4	8	16	corp	
	8	4	Int.	tank	1600	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	5	CAT	loader	5 cy/lds	NA	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	6	CAT	loader	3.8	NA	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	7	Komatsu	"	3.8	NA	NA	225	250	285	200	225	285	225	250	285	4	8	16	"	
	6	8	Cat	loader	1 cy/d	NA	NA	225	250	285	200	225	285	225	250	285	4	8	16	"	
	14	9	Cat	slid	1/2	NA	NA	225	250	285	200	225	285	225	250	285	4	8	16	"	
	2	10	Cat	loader	1 cy/yd	NA	NA	225	250	285	185	200	225	185	200	250	4	8	16	"	
	6	11	Vent.	walk		4'	NA	225	250	285	185	200	225	225	250	285	4	8	16	"	
	106	12	Toro	2 stage		36"		185	200	225	185	200	225	225	250	275	4	8	16	"	
	55	13	Exako	push		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	32	14	ATV	4x4		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	85	15	Mack	dump	14-20			185	200	225	150	175	200	185	200	225	4	8	16	"	
	2	16	KW	"	8-10			185	200	225	165	185	200	185	200	225	4	8	16	"	
	20	17	Daniels			12'		165	185	200	165	185	200	185	200	225	4	8	16	"	
	74	18	Protech	push		12'		185	200	225	85	100	115	85	100	115	4	8	16	"	
	32	19	Chev	Box		16'		185	200	225	100	125	150	100	125	150	4	8	16	"	
	350	20	labor	shovel		30"		185	200	225	185	185	200	225	185	200	*	8	16	"	
								85	95	110	85	95	110	85	95	110	4	8	16	"	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME:	Winter Services, INC.
ADDRESS:	33 Doret Dr
CONTACT NAME:	Mark Moore
TELEPHONE #:	973-917-8653
FAX #:	973-962-8900
EMAIL ADDRESS:	mmoore@winterservices.net

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FACILITY TO SERVICE	NO. OF UNITS	see guide TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TII)	O/T Hour (DT)	Hourly	O/T Hour (TII)	O/T Hour (DT)	Hourly	O/T Hour (TII)	O/T Hour (DT)		(TII)	(DT)		
TET	29	1	Int.	Salter	5ton	10'	no	225	250	285	200	225	285	225	250	285	4	8	16	Corp.	
	25	2	Int.	"	"	"	"	225	250	285	200	225	285	225	250	285	4	8	16	Corp	
	10	3	Ford	pickup	N/A	8'	"	185	200	225	185	200	225	200	225	250	4	8	16	Corp	
	8	4	Int.	tank	1600	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	5	CAT	loader	5 cy/ds	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	6	CAT	loader	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	7	Komatsu	"	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	6	8	Cat	loader	1 cy/d	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	14	9	Cat	skid	1/2	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	2	10	Cat	loader	1 cy/yd	N/A	N/A	225	250	285	185	200	225	185	200	250	4	8	16	"	
	6	11	Vent.	walk		4'	N/A	225	250	285	185	200	225	225	250	285	4	8	16	"	
	106	12	Toro	2stage		36"		185	200	225	185	200	225	225	250	285	4	8	16	"	
	55	13	Ecoko	push		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	32	14	ATV	4x4		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	85	15	Mack	dump	14-20			185	200	225	150	175	200	185	200	225	4	8	16	"	
	2	16	KW	"	8-10			185	200	225	165	185	200	185	200	225	4	8	16	"	
	20	17	Buick			12'		165	185	200	165	185	200	185	200	225	4	8	16	"	
	74	18	Protech	push		12'		185	200	225	85	100	115	85	100	115	4	8	16	"	
	32	19	Chev	Box		16'		185	200	225	100	125	150	100	125	150	4	8	16	"	
	350	20	labor	shovel		30"		185	200	225	185	185	200	225	185	200	N/C	8	16	"	
								85	95	110	85	95	110	85	95	110	4	8	16	"	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME:	Winter Services INC.
ADDRESS:	33 Doret Dr
CONTACT NAME:	Mark Moore
TELEPHONE #:	973-917-8653
FAX #:	973-962-9900
EMAIL ADDRESS:	mmoore@winterservices.net

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	see guide TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
PN	29	1	Int.	Salter	5ton	10'	No	225	250	285	200	225	285	225	250	285	4	8	16	Corp.	
	25	2	Int.	"	"	"	"	225	250	285	200	225	285	225	250	285	4	8	16	Corp	
	10	3	Ford	pickup	N/A	8'	"	185	200	225	185	200	225	200	225	250	4	8	16	Corp	
	9	4	Int.	tank	1600	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	5	CAT	loader	5cy/ds	NA	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	6	CAT	loader	3.8	NA	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	7	Komatsu	"	3.8	NA	NA	225	250	285	200	225	285	225	250	285	4	8	16	"	
	6	8	Cat	loader	1cy/d	NA	NA	225	250	285	200	225	285	225	250	285	4	8	16	"	
	14	9	Cat	skid	1/2	NA	NA	225	250	285	200	225	285	225	250	285	4	8	16	"	
	2	10	Cat	loader	1cy/yd	NA	NA	225	250	285	185	200	225	185	200	250	4	8	16	"	
	6	11	Vent.	walk		4'	NA	225	250	285	185	200	225	225	250	285	4	8	16	"	
	106	12	Toro	2stage		36"		185	200	225	185	200	225	225	250	295	4	8	16	"	
	55	13	Exako	push		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	32	14	ATV	4x4		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	85	15	Mack	dump	14-20			185	200	225	150	175	200	185	200	225	4	8	16	"	
	2	16	KW	"	8-10			185	200	225	165	185	200	185	200	225	4	8	16	"	
	20	17	Bucicls			12'		165	185	200	165	185	200	185	200	225	4	8	16	"	
	74	18	Protech	push		12'		185	200	225	85	100	115	85	100	115	4	8	16	"	
	32	19	Chev	Box		16'		185	200	225	100	125	150	100	125	150	4	8	16	"	
	350	20	labor	shovel		30"		185	200	225	185	185	200	225	185	200	*	8	16	"	
								85	95	110	85	95	110	85	95	110	4	8	16	"	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

VENDOR'S NAME:	Winter Services INC.
ADDRESS:	33 Daret Dr
CONTACT NAME:	Mark Moore
TELEPHONE #:	973-917-8653
FAX #:	973-962-8900
EMAIL ADDRESS:	mmoore@winterservices.net

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	see guide TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
JSTC	29	1	Int.	Salter	5ton	10'	no	225	250	285	200	225	285	225	250	285	4	8	16	Corp.	
	25	2	Int.	"	"	"	"	225	250	285	200	225	285	225	250	285	4	8	16	Corp	
	10	3	Ford	pickup	N/A	8'	"	185	200	225	185	200	225	200	225	250	4	8	16	Corp	
	8	4	Int.	tank	1600	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	5	CAT	loader	5 cy/ds	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	6	CAT	loader	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	7	Kobatsu	"	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	6	8	Cat	loader	1 cy/d	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	14	9	Cat	skid	1/2	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	2	10	Cat	loader	1 cy/yd	N/A	N/A	225	250	285	185	200	225	185	200	250	4	8	16	"	
	6	11	Vert.	salt		4'	N/A	225	250	285	185	200	225	225	250	285	4	8	16	"	
	106	12	Toro	2 stage		36"		185	200	225	185	200	225	225	250	295	4	8	16	"	
	55	13	Exako	push		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	32	14	ATV	4x4		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	85	15	Mack	dump	14-20			185	200	225	150	175	200	185	200	225	4	8	16	"	
	2	16	KW	"	8-10			185	200	225	165	185	200	185	200	225	4	8	16	"	
	20	17	Daniels			12'		165	185	200	165	185	200	185	200	225	4	8	16	"	
	74	18	Protech	push		12'		185	200	225	85	100	115	85	100	115	4	8	16	"	
	32	19	chev	Box		16'		185	200	225	100	125	150	100	125	150	4	8	16	"	
	350	20	labor	shovel		30"		85	95	110	85	95	110	85	95	110	4	8	16	"	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

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FAX #:	973-962-8900
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FACILITY TO SERVICE	NO. OF UNITS	see guide TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
BB	29	1	Int.	Salter	5 ton	10'	no	225	250	285	200	225	285	225	250	285	4	8	16	Corp.	
	25	2	Int.	"	"	"	"	225	250	285	200	225	285	225	250	285	4	8	16	Corp	
	10	3	Ford	pickup	N/A	8'	"	185	200	225	185	200	225	200	225	250	4	8	16	Corp	
	8	4	Int.	tank	1600	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	5	CAT	loader	5 cy/lbs	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	6	CAT	loader	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	7	Holmatro	"	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	6	8	Cat	loader	1 cy/d	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	14	9	Cat	skid	1/2	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	2	10	Cat	loader	1 cy/yd	N/A	N/A	225	250	285	185	200	225	185	200	250	4	8	16	"	
	6	11	Vert.	walk		4'	N/A	225	250	285	185	200	225	185	200	250	4	8	16	"	
	106	12	Toro	2stage		36"		185	200	225	185	200	225	225	250	285	4	8	16	"	
	55	13	Ekko	push		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	32	14	ATV	4x4		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	85	15	Mack	dump	14-20			185	200	225	150	175	200	185	200	225	4	8	16	"	
	2	16	KW	"	8-10			185	200	225	165	185	200	185	200	225	4	8	16	"	
	20	17	Daniels			12'		185	200	225	165	185	200	185	200	225	4	8	16	"	
	74	18	Protech	push		12'		185	200	225	85	100	115	85	100	115	4	8	16	"	
	32	19	Chev	Box		16'		185	200	225	100	125	150	100	125	150	4	8	16	"	
	350	20	labor	shovel		30"		185	200	225	185	185	200	225	185	200	*	8	16	"	
								85	95	110	85	95	110	85	95	110	4	8	16	"	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294

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FACILITY TO SERVICE	NO. OF UNITS	see guide TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
WTC	29	1	Int.	Salter	5ton	10'	no	225	250	285	200	225	285	225	250	285	4	8	16	Corp.	
	25	2	Int.	"	"	"	"	225	250	285	200	225	285	225	250	285	4	8	16	Corp	
	10	3	Ford	pickup	N/A	8'	"	185	200	225	185	200	225	200	225	250	4	8	16	Corp	
	8	4	Int.	tank	1600	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	5	CAT	loader	5cy/lbs	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	6	CAT	loader	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	1	7	Kalmatsu	"	3.8	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	6	8	Cat	loader	1cy/d	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	14	9	Cat	skid	1/2	N/A	N/A	225	250	285	200	225	285	225	250	285	4	8	16	"	
	2	10	Cat	loader	1cy/yd	N/A	N/A	225	250	285	185	200	225	185	200	250	4	8	16	"	
	6	11	Vert.	walk		4'	N/A	225	250	285	185	200	225	225	250	285	4	8	16	"	
	106	12	Toro	2stage		36"		185	200	225	185	200	225	225	250	285	4	8	16	"	
	55	13	Exako	push		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	32	14	ATV	4x4		36"		185	200	225	85	100	125	125	150	175	4	8	16	"	
	85	15	Mack	dump	14-20			185	200	225	150	175	200	185	200	225	4	8	16	"	
	2	16	KW	"	8-10			185	200	225	165	185	200	185	200	225	4	8	16	"	
	120	17	Daniels			12'		165	185	200	165	185	200	185	200	225	4	8	16	"	
	74	18	Protech	Push		12'		185	200	225	85	100	115	85	100	115	4	8	16	"	
	32	19	Chev	Box		16'		185	200	225	100	125	150	100	125	150	4	8	16	"	
	350	20	labor	shovel		30"		185	200	225	185	125	200	225	185	200	*	8	16	"	
								85	95	110	85	95	110	85	95	110	4	8	16	"	

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: JULY 31, 2015

TITLE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016

BID NO.: 43294

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

BID DUE DATE: AUGUST 19, 2015 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (212) 435-4660
FAX NO.: (212) 435-4697
EMAIL: sortega@panynj.gov

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

_____
(NAME OF BIDDING ENTITY)

_____
(ADDRESS)

_____
(CITY, STATE AND ZIP CODE)

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

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

_____ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2015-2016
INFORMATION FOR BIDDERS
BID #43294

1. Study all documents carefully. Return one (1) copy.

2. Prospective Vendors should fill out all applicable columns on the "Schedule of Equipment and Prices" attached hereto for each type of equipment unit. Read the following carefully.

   Column 1
   The Vendor should list the Facilities they wish to service and identify them with the Facility Code from the "Port Authority Facilities" list below.

   Columns 2
   The Vendor must fill out as indicated in the heading of the column.

   Column 3
   The Vendor must list the type and make of each equipment he/she is offering to the Port Authority at the various Facilities. Selection of Vendors will be based in part on the submission of rates for said equipment. Vendors may, however, offer rates for additional snow removal equipment, which will only be utilized when, in the sole opinion of the Facility Manager, the said listed equipment is not sufficient for the proper removal of snow at the Facility. Allow one letter for each particular class of equipment.

   Ex. (A) Dump Truck - Mack
   (B) Payloaders - Michigan
   (C) Bulldozers - Caterpillar

   Note: When invoicing the lessor, the Vendor shall refer to the equipment by the exact description shown in the original submission and by the alphabetical code for the class of equipment.

   Columns 4, 5, 6, 7, and 8
   The Vendor must fill out as indicated in the headings of each column.

   Column 9
   The Vendor should list in this column either a flat rate of compensation or an hourly charge per unit/per move, if any, for haulage of the equipment unit and the personnel necessary to operate it. This rate should indicate the cost per move for either moving the equipment to a Facility or removing it. Additionally, the Vendor should list a flat rate per move for haulage during overtime hours, utilizing the abbreviations "TH" to any time and a half rates and "DT" to any double time rates.

   Column 10
   The Vendor should list an hourly rate (straight time) of compensation for the unit of equipment and the labor for operating such unit during the time when the unit is at a Port Authority Facility on standby as a result of notification by the Port Authority but not actually in service. Additionally, if

the Vendor is obligated to pay overtime wages to the labor operating the equipment, he/she should indicate in this column the standby overtime rate, which reflects the Vendor's overtime obligation.

NOTE:
Wherever the Vendor is requested to indicate an overtime rate, he/she should affix the abbreviation "TH" to any time and half rate and "DT" to any double time rate.

Example: TH - $17.50
DT - $20.00

Column 11
The Vendor should list the hourly straight time rate of compensation for the unit of equipment and the personnel necessary to operate it while the equipment is actually engaged in snow removal operations at a Port Authority Facility. Additionally, the Vendor should list the overtime-hourly rate for the labor and equipment while they are actually engaged in snow removal operations at the Facility. The Vendor should affix the abbreviation "TH" to any time and a half rates, and "DT" to any double time rates.

Column 12
The Vendor should list the minimum hours per call he/she must be compensated for. Compensation for this minimum time shall be based on the hourly operating rate for the hours the equipment was actually in service and the remaining guaranteed minimum hours shall be paid for at the standby rate. E.G., if the lessor is to be paid for a minimum of eight (8) hours per call and his equipment is needed and used for only four (4) hours, he/she shall be paid for four (4) hours at the applicable operating rate (straight time or overtime) and four (4) hours at the applicable standby rate (straight time or overtime.)

Column 13
The Vendor shall list the hours when the overtime rates shall be in effect. Overtime hours should be indicated by letters "TH" affixed thereto whenever the lessor wishes to indicate time and a half hours. If the Vendor is also obligated to pay double time rates at any time, he/she should also indicate in this column when such rates are to be in effect. The abbreviation "DT" may be used indicating these double time hours.

Example -- hours when overtime is in effect:
TH - 4:00 p.m. to 8:00 a.m., Monday through Friday and all day Saturday.
DT - all day Sunday and Holidays.

If the Vendor does not specifically indicate in this column the hours when rates other than straight time rates shall be in effect, it shall be conclusively presumed that the straight time rate indicated shall apply at all times during which the Vendor is engaged, at any of the Facilities.

The Vendor should also include in this column, any special notes that he/she feels may be necessary.

Column 14
The Vendor should list the location where its equipment is normally parked/stored.

4. Sign at the end of the Request for Rates, inserting address and date of signature.

5. Request for Rates will be received until 11:00 a.m. on the date specified on the cover, in the office of the Port Authority of New York and New Jersey, 4 World Trade Center, 21St Floor, New York, NY 10007. Request for Rates shall be submitted in a sealed envelope and conspicuously endorsed "Snow Removal."

6. Any questions by prospective Vendor, concerning the documents may be addressed to the Selene Ortega, via e-mail at sortega@panynj.gov, who, however, is authorized only to direct the attention of prospective Vendors to various portions of the documents so that they may read and interpret such portion for themselves. Neither Buyer nor any other employee of the Authority is authorized to give interpretations of any portion of the documents or to give information as to the requirements of the documents in addition to that contained in the documents.

   Interpretations of the documents or additional information as to its requirements, where necessary, shall be communicated to Vendors only by written addendum, which addendum shall be considered part of this Request for Rates. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents or employees shall impair or limit the effect of the warranties of the lessor contained in the Request for Rates.

7. Inasmuch as the transaction hereunder with the Port Authority as a public corporation created by compact between the States of New York and New Jersey, are exempt from taxation, the Vendor warrants that no Federal, State or other taxes have been included in his prices.

8. It is the intention of the Port Authority to accept all properly submitted Request for Rates and formulate a listing from which the Facility Managers may contact various Vendors to effectively accomplish snow removal operations taking due consideration of, among other things, applicable rates, types of equipment, rapid availability thereof, and level of proficiency.

9. The Vendor's attention is called to the fact that the schedules, which form a part of the Request for Rates, provide for the sole and exclusive compensation hereunder. If Vendors need to make additional charges, he/she must indicate them on said Schedule in the box marked "Special Rates".

10. The equipment to be leased will not be utilized in areas under specific contract with other Vendors or in areas where Port Authority Facility staff performs snow removal operations.

11. Union Jurisdiction - prospective Vendors are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations performed hereunder.

12. 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, coverage for work within fifty feet (50') of railroad 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 - $ 10 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 10 million combined single limit per accident for bodily injury and property damage liability. ($ 25 million combined single limit for bodily injury and property damage liability each accident for autos operating Airside in airports without an authorized escort.)

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees, agents, The City of New York, The State of New York, The New York State Department of Transportation, AFCO AvPorts Management LLC.,Trends Urban Renewal Ltd., JHR Reality Co., as additional insureds", including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. In the event the Contractor maintains insurance in greater limits than the stated minimum, the Port Authority of New York and New Jersey, its related entities, commissioners, directors, officers, partners, employees and agents shall be included as additional insured to the full extent of all such insurance. 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. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. 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. The insurance in this Section shall include a waiver of subrogation, as allowed by law, on all insurance policies in favor of the additional insureds.
These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warrantee/guarantee period.

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

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any 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#4837N

PLEASE SUBMIT YOUR CERTIFICATE WITH YOUR RATES

PORT AUTHORITY FACILITIES

FACILITY CODE	FACILITY NAME
GWBBS	GEORGE WASHINGTON BRIDGE BUS STATION
GWB	GEORGE WASHINGTON BRIDGE
LT	LINCOLN TUNNEL
HT	HOLLAND TUNNEL
SIB	STATEN ISLAND BRIDGE
JFK	JOHN F KENNEDY INT'L AIRPORT
LGA	LAGUARDIA AIRPORT
EWR	NEWARK LIBERTY INT'L AIRPORT
TET	TETERBORO, AIRPORT
PATH	YARDS AND STOCKROOMS
BATH	BATHGATE INDUSTRIAL PARK
PABT	PORT AUTHORITY BUS TERMINAL
PATC	PORT AUTHORITY TECHNICAL CENTER
PN	PORT NEWARK
JCAMT	JERSEY CITY AUTO MARINE TERMINAL
EPAMT	ELIZABETH PA MARINE PARK
BPAMT	BROOKLYN PA MARINE TERMINAL
JSTC	JOURNAL SQUARE TRANSPORTATION CENTER
BB	BAYONNE BRIDGE
GB	GOETHALS BRIDGE
HCMF	HARRISON CAR MAINTENANCE FACILITY
HH	HOWLAND HOOK
OBX	OUTERBRIDGE CROSSING
WTC	WORLD TRADE CENTER SITE
IPY	INDUSTRIAL PARK AT YONKERS
PI	PORT IVORY, STATEN ISLAND
BCT	BROOKLYN CRUISE TERMINAL
BP	BROOKLYN PIERS
TELE	TELEPORT, STATEN ISLAND, NY
SWF	STEWART AIRPORT
NLCC	NEWARK LEGAL COMMUNICATIONS CENTER
ECRRC	ESSEX COUNTY RESOURCE RECOVERY CENTER
NLCC	A.F.I. BUILDING, ELIZABETH INDUSTRIAL PARK
2 MONT	2 MONTGOMERY STREET
ACY	ATLANTIC CITY INTERNATIONAL AIRPORT

REQUEST FOR RATES

EQUIPMENT WITH LABOR, FOR SNOW REMOVAL
WINTER SEASON - 2015- 2016
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, hereinafter called the "lessor," hereby offers and agrees to lease equipment, with labor necessary for its operation if and when requested from time to time by a Port Authority Facility Manager for snow removal during the winter season 2015-2016 at the Facility or Facilities indicated hereafter and at the rates specified herein. The Authority in no way represents or guarantees that it will request any equipment from the lessor nor does the lessor guarantee that he will furnish the equipment when requested by the Authority. If, during the winter season 2015 - 2016 all or part of the lessor's equipments becomes unavailable, the lessor shall so inform the Manager, Commodities and Services Division, in writing. As used herein "Manager" shall mean the Manager of the particular Authority Facility involved or his duly authorized representative acting within the scope of the particular authority vested in him.

Upon each request of the Manager to lease snow removal equipment specified in the "Schedule of Equipment and Prices" and upon the actual furnishing of said equipment by the lessor, the terms and conditions contained herein shall be binding on the parties, lessor and the Port Authority.

The lessor's sole compensation, in full consideration for the performance of all his obligations hereunder, shall be an amount determined from the number of hours during which the equipment is actually furnished at the specific request of the Manager and prices in the "Schedule of Equipment and Prices" quoted by the lessor attached hereto and made a part hereof, and such compensation only. Moreover, no payment will be made merely for time when equipment is available but is located away from Port Authority property or brought to a Facility without being specifically requested. Payment will only be made from time when the equipment and labor actually arrive at a place on the Authority's property designated by the Manager until the time the equipment is no longer needed or is dismissed by the Manager, whichever is earlier unless otherwise indicated on the "Schedule of Equipment and Prices." If the lessor is contractually obligated to pay overtime (overtime means any additional charge for working on workdays, holidays, or weekends,) he/she must fill in the applicable columns of the "Schedule of Equipment and Prices," clearly stating when the lessor must pay overtime and such information shall be used to determine the extent to which the Authority shall reimburse the lessor for overtime. If the columns where overtime is required are not filled out this will be a final determination by the lessor that no claim for overtime will be made. The lessor agrees to service the Facilities, which have been indicated on the "Schedule of Equipment and Prices."

The lessor assumes the following risk whether such risks arise from acts or omissions (negligent or not) of the lessor, the Authority or third persons or from any cause, excepting only risks occasioned solely by affirmative willful acts of the Authority done subsequent to the furnishing of the snow removal equipment at the request of the Manager, and shall indemnify the Authority for all loss and expense incurred in connection with risk (b) and (c) below: (a) the risks of loss or damage to any property of the lessor; (b) the risk of claims, whether made against the lessor or the Authority, for loss or damage occurring to any property of the lessor's agents, employees, subcontractors, materialmen and

others performing work hereunder: (c) the risk of claims for injuries, damage and loss of any kind, just or unjust, of third persons arising or alleged to arise out of the leasing or use of equipment or labor hereinunder whether such claims are made against the lessor or the Authority. This paragraph shall not limit the responsibilities the lessor would have in the absence of this paragraph. No third party rights are created hereunder.

No payment for or acceptance of any equipment leased hereunder or any other act or omission of the Authority or the Manager shall operate to release the lessor from any obligation under or upon this agreement or stop the Authority from showing at any time that such payments, acceptances, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due and any damages sustained by the Authority.

Any assignment or other transfer of the obligations hereunder or any monies due or to become due hereunder without the written consent of the Authority shall be void and of no effect as to the Authority.

No Commissioner, officer, agent or employee of the Authority shall be held personally liable, hereunder, or in connection with this Agreement.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
4 World Trade Center
150 Greenwich Street - - 21St. Floor
New York, NY 10007
(Requirement of Contractor)

This agreement contains the entire understanding between the parties and consists of this "Request for Rates," the attached "Schedule of Equipment and Prices," the "Information for Vendors," and Addendum, if any. Except as elsewhere specifically provided otherwise, no change in, modification, or termination of the terms hereunder shall be effective unless in writing and signed by the party to be charged therewith.

Name: _____

Signature: _____

Dated: _____

Title: _____

Address: _____

Tel #: _____

Fax: _____

E-mail: _____

(LESSOR'S SEAL)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2015-2016 SCHEDULE OF EQUIPMENT AND PRICES

BID #43294
VENDOR'S NAME:
ADDRESS:
CONTACT NAME:
TELEPHONE #:
FAX #:
EMAIL ADDRESS:

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Chief Procurement Officer

June 10, 2015

VIA REGULAR MAIL AND FAX (516) 826-0666

JCM Business Solutions, LLC
2250 Washington Ave – Suite 200
Seaford, NY 11783
ATTN: Michael Conlon – President

RE: GENERAL CLEANING SERVICES AT THE PORT AUTHORITY'S NEW JERSEY MARINE TERMINALS (NJMT)
BID #41925 - CONTRACT #4600010415/PO #4500065984 (BUILDING 260); PO #4500065985 (SIGN SHOP); PO #4500065986 (POLICE AREAS); PO #4500065987 (ENGINEER'S OFFICE)

Dear Mr. Conlon:

Your bid, including addendum 1, addressing the subject Contract has been accepted. Additionally, in the Pricing Sheets JCM Business Solutions did not include a unit price under "Extraordinary Cleaning Services" for "Policing" for Year Two and Year Three, "Section I – Building 260 and Associated Areas" and "Section II – Sign Shop". Via an email from you to Selene Ortega dated April 20, 2015, you confirmed that JCM Business Solutions will not charge the Port Authority for this service, if required. The term of this Contract shall be for three (3) years effective July 1, 2015 through June 30, 2018, subject to earlier termination or extension as provided for in the Contract.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, you shall submit an original Certificate of Insurance to the attention of the General Manager, Risk Management, The Port Authority of New York and New Jersey, 4 WTC, 19th Floor, New York, NY 10007. Additionally, please email a copy of the certificate to Nancy Kowalewski at nkowalewski@panynj.gov. This Certificate must also be annotated with CITS tracking number #4751N.

Your facility contact is Nancy Kowalewski who can be reached at (973) 578-2163. If you have any questions concerning the award of this Contract, please contact Selene Ortega at (212)435-4660.

For invoicing and correspondence purposes, the Purchase Order listed above has been assigned to this Contract.

Sincerely,

Lillian Valenti
Chief Procurement Officer
Procurement Department

4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007
T: 212 435 8427

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21st FLOOR
NEW YORK, NY 10007

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: April 1, 2015

TITLE: GENERAL CLEANING SERVICES AT THE PORT AUTHORITY'S NEW JERSEY MARINE TERMINALS (NJMT)

BID NO.: 41925

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

BID DUE DATE: APRIL 15, 2015 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (212) 435-4660
FAX NO.: (212) 435-4697
EMAIL: sortega@panynj.gov

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

JCM Business Solutions, LLC
(NAME OF BIDDING ENTITY)

225D Washington Ave Suite 200
(ADDRESS)

Seaford New York 11783
(CITY, STATE AND ZIP CODE)

Michael Conlon - President 516-826-6644
(REPRESENTATIVE TO CONTACT-NAME & TITLE) **(TELEPHONE)**

516-826-0666
(FEDERAL TAX I.D. NO.) **(FAX NO.)**

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

✓ **OTHER (SPECIFY):** LLC

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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The Bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder's name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid Title, the Bid Collective Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the

obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery. If your Bid is to be hand-delivered by messenger or you are planning to attend the formal bid opening, please note that only individuals with valid photo identification will be permitted access to the Port Authority's offices. Individuals without valid identification shall be turned away and their packages not accepted. Bids that are not received by the bid custodian by the scheduled bid opening date will be considered late.

3. Vendor Profile

To ensure maximum opportunities, it is vitally important that Bidders keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Bidders may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at https://panynjprocure.com/VenLogon.asp.

4. Acknowledgment of Addenda

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

If the Bidder downloaded this solicitation document, it is the responsibility of the Bidder to periodically check the Port Authority website at http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html and download any addenda that might have been issued in connection with this solicitation.

5. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THE CONTRACT DOCUMENTS WILL RESULT IN REJECTION OF THE BID.

6. Acceptance or Rejection of Bids

The acceptance of a Bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a Bid. The

Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all Bids or to accept any Bid, which in its judgment will best serve the public interest and to waive defects in any Bid. No rights accrue to any Bidder unless and until its Bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

Only Bids from Bidders that can satisfactorily demonstrate meeting the prerequisites specified within Part II hereof at the time of bid submission will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to the Bidder's qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire may include, but may not be limited to, the following:

a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

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

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

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

Where the statements submitted pursuant to subparagraphs (i), (ii) or (iii) are dated prior to forty-five (45) days before the bid opening, then the Bidder shall submit a statement in writing, signed by an executive officer of the Bidder or their designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. Bidder's statement of work on hand, including any work on which a bid has been submitted, and containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

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

the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

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

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

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

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

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

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

13. Contractor's Integrity Provisions

By submitting a Bid, Bidders shall be deemed to have made the certifications contained in the clauses entitled "Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information," and "Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees" contained within the Standard Terms and Conditions within these bid documents. If the Bidder is unable to make the certifications contained therein the Bidder shall submit a statement with its Bid explaining why any such certification(s)

cannot be made. Such a submission shall be submitted in a separate envelope along with your Bid, clearly marked "CERTIFICATION STATEMENT."

14. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

15. Available Documents - General

Certain documents, listed in Part II hereof, will be made available for reference and examination by Bidders either at the Facility Inspection, or during regular business hours. Arrangements to review these documents at a time other than the Facility Inspection may be made by contacting the person listed in Part II as the contact for the Facility Inspection.

These documents were not prepared for the purpose of providing information for Bidders upon this Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the inferences or conclusions to be drawn there from.

16. Pre-award Meeting

The lowest qualified Bidder may be called for a pre-award meeting prior to award of the Contract.

17. Price Preference

A price preference may be available for Minority/Women Business Enterprises (M/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

18. M/WBE Subcontracting Provisions

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Bidder will use good faith efforts to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

Minority Business Enterprise (MBE) - means a business entity which is at least fifty one percent (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 fifty one percent (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.

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

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

1) Dividing the services and materials to be procured into small portions where feasible;

2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;

3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;

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

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

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

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

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

- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Bidder has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Please go to www.panynj.gov/supplierdiversity to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Bidders shall include their M/WBE Participation Plan with their Bids, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at www.panynj.gov/supplierdiversity. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to certhelp@panynj.gov . Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7888.

19. Certification of Recycled Materials

Bidders are requested to submit, with their bid, a written certification entitled "Certified Environmentally Preferable Products / Practices" attached hereto as "Attachment I-A", attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

For purposes of this numbered section, the following definitions shall apply:

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

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

c. "Pre-consumer Material" means any material or by-product generated after the manufacture of a product but before the product reaches the consumer,

such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

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

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

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

20. 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.

21. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: J&M Business Solutions Date: 04/14/2015

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

1. Packaging

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

✓ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content
✓ Use of other packaging materials that contain recycled content and are recyclable in most local programs
___ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
___ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
___ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

If yes, a description of the practices being followed should be include with the submission.

2. Business Practices / Operations / Manufacturing

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

✓ Recycles materials in the warehouse or other operations
✓ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
✓ Use of energy efficient office equipment or signage or the incorporation of green building design elements
___ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
___ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

___ ISO 14000 or adopted some other equivalent environmental management system
✓ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
___ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders should attach copies of the certificates obtained.

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

[signature] Name 04/14/2015 Date

JCM business solutions, llc
a better environment

Environmentally Preferable Products/Practices

1. ***Packaging:***
   - JCM Business Solutions, LLC utilizes materials that contain recycled content and are recyclable in most locations. Our vendors and suppliers ship products in recycled packaging that remains out of the waste stream. We also ensure all parties are in compliance with recycling initiatives which in turn maximizes rebates to our customer.
   - JCM purchases materials in bulk reducing packing materials.

2. ***Business Practices/Operations/Manufacturing***:
   - JCM participates in the recycling programs offered such as warehouse materials: skids and pallets which are collected and returned to the vendor for re-use, cardboard and plastic wrap.
   - 80% of JCM's fleet utilizes E-85 bio-fuel
   - Office equipment is Energy Star rated.
   - JCM utilizes Green Products such as microfiber rags, carpet cleaning bonnets, dust mops and floor pads and launders all items to re-use.
   - Power Washing equipment with immediate capture method and waste water instantaneously recovered, reclaimed rinse water processed through oil water separator for re-use of same water.
   - Utilization of clean water separator buckets, always mopping with clean water.
3. ***Training and Education:***
   - Training attached
   - On-site training of materials
4. ***Certifications:***
   - Strauss LEED Certificate

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. **Service(s) Required**

   General cleaning and limited snow removal services, as more fully described herein.

2. **Location(s) Services Required**

   Port Newark, 260 Kellogg Street, Newark, NJ and associated areas; Sign Shop, 255 Port Street, Newark, NJ; Police Areas in Port Newark and Port Elizabeth Engineer's Office in Port Elizabeth, NJ, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**

   On or about July 1, 2015

4. **Contract Type**

   Monthly Lump Sum and Unit Price Service Contract.

5. **Duration of Contract**

   Three (3) years to expire on or about June 30, 2018.

6. **Option Period(s)**

   There shall be up to one (1), three (3) year Option Period(s).

7. **Price Adjustment during Option Period(s) (Index Based)**

   Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

8. **Extension Period**

   120 day extension period applicable.

9. **Facility Inspection**

   The Port Authority will conduct a facility inspection on April 10, 2015, at 10:00 a.m. All interested parties should meet at the New Jersey Marine Terminal, 260 Kellogg Street, 1st floor lunch room, Newark, NJ 07114. All Bidders shall contact Nancy Kowalewski at 973-578-2163 or via email at nkowalewski@panynj.gov to confirm their attendance and/or receive traveling directions. **PHOTO ID REQUIRED to attend the meeting.**

10. Specific Bidder's Prerequisites

The Bidder shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE) in the Janitorial Maintenance Program, as defined in the Standard Contract Terms and Conditions by the day before the Bid opening date. Further, the Bidder must have been pre-qualified by the Port Authority to bid on Janitorial Maintenance contracts up to $2,000,000 Estimated Annual Contract Value and over $2,000,000 Estimated Annual Contract Value.

Proof that the above prerequisites are met should be submitted with the bid.

11. Bidder's Additional Submittal Requirements

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

a. A statement that an employee who performed a similar role at a Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;

b. Supporting documentation that it provides or is capable of providing Health Benefits for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Wages, Health and Supplemental Benefits", with such Health Benefits to be provided within thirty (30) days of award of this Contract;

c. The "Calculation of Average Hourly Rate Forms" included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on two thousand and eighty (2,080) annual hours.

12. Available Documents

The following documents will be made available for reference and examination at the Facility Inspection:

Contract #4600007630 with Cristi Cleaning.

These documents were not prepared for the purpose of providing information for Bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and,

in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority/PATH, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

13. Attached Documents

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached.

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.

There is no guarantee that these wages will be the same at the commencement of the new Contract.

If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under contract #4600007630 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached active employee list.

14. Information for Bidders

As an aid to Bidders in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority is hereby providing the following estimates of annual material usage at the Facility

ITEM	AMT. PER CASE	ANNUAL NO. OF CASES
Roll Paper Towels	12	270
Toilet Tissue	12	500
Toilet Seat Covers	1000	30
Liquid Hand Soap	6	30
Urinal Screens w/Blocks	12	120
Plastic Bags - Large	250	250
Plastic Bags - Small	500	200

The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of material required to be furnished under the Contract, and in addition, shall not be responsible for the conclusions to be drawn therefrom. The Bidder/Contractor should carefully examine and study the entire contents of this Contract and shall make its own determinations as to the materials to be supplied and all other things required to be done by the Contractor. The inclusion of the foregoing information by the Port Authority shall not create or be deemed to create any obligation or liability

upon it for any reason whatsoever and each Bidder/Contractor, by submitting its Bid hereunder, hereby expressly agrees that it has not relied upon the foregoing information and shall not hold the Authority liable or responsible therefor.

15. Contractor Staff Background Screening

The Contractor awarded this contract 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 any subcontractors) 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. Costs for staff that are rejected for a credential for any reason are not reimbursable.

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

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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 Part V, (the "Specifications,") at the location(s) listed in Part II and as more fully set forth in the Specifications, and to 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), either through an extension or an option (hereinafter collectively 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 the term of Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and will 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 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 Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

a) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Monthly Lump Sum Price for said services quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) as such amount may be adjusted pursuant to the provisions of this Contract.

b) For each month in which Snow Removal Services required by this Contract are performed by the Contractor hereunder, the applicable unit price per hour quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) as such amount may be adjusted pursuant to the provisions of this Contract, times the number of hours expended in the month for Snow Removal Services.

c) For each month in which Extraordinary Cleaning Services required by this Contract are performed by the Contractor, the unit price per square foot, unit price per hour, fixture, blind as applicable, for such services quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) may be adjusted pursuant to the provisions of this Contract to reflect the actual number of square feet and/or number of fixtures cleaned.

Payment will be made monthly in accordance with the following:

i. On or after the tenth day of each month of this Contract starting with the second month and including the month following the month in which this Contract

expires or is terminated, the Contractor shall submit to the Manager an invoice setting forth the amount due to the Contractor for the preceding calendar month as described above, accompanied by such information as may be required by the Manager for verification and including a separate calculation of monies due for Extra Work.

ii. Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Port Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

iii. Payments made hereunder are subject to such adjustments as may be necessitated following Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for any liquidated damages to which the Port Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages."

iv. The compensation indicated above shall constitute full compensation for all Work whatsoever required by this Contract, excluding compensation for Extra Work assigned pursuant to the clause entitled "Extra Work," compensation for which shall be in accordance with the provisions of said clause.

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 stop 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.

In the event an audit of received invoices should indicate that the correct sum due to 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.

"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. **Price Adjustment**

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the three-years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period) as described in the paragraph entitled "Duration/Escalation" or "Duration" in Part III hereof, the Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first year of the Option Period of the Contract, the Price Index shall be determined for the months of January 2017 and January 2018. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for January 2018 and the denominator of which is the Price Index for January 2017. The resulting product shall be the amounts payable to the Contractor in the first year of the Option Period.

For the second year of the Option Period of the Contract, the Price Index shall be determined for the months of January 2018 and January 2019. The amounts payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for January 2019 and the denominator of which is the Price Index for January 2018. The resulting product shall be the amounts payable to the Contractor in the second year of the Option Period.

For the third year of the Option Period of the Contract, the Price Index shall be determined for the months of January 2019 and January 2020. The amounts payable to the Contractor in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for January 2020 and the denominator of which is the Price Index for January 2019. The resulting product shall be the amounts payable to the Contractor in the third year of the Option Period.

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

and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to the Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period. In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder, be greater than three (3%) per annum.

The amounts payable to the Contractor for the 120-day Extension Period shall not be subject to adjustment

If, after an adjustment referred to in this Section the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable to such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to the Port Authority excess amounts paid by the Port Authority for such period.

5. 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:

1) If the Contractor fails to satisfactorily perform any Routine or Periodic Cleaning or any other item of the work set forth in Exhibit A of the Specifications at the frequencies therein stated or fails to perform any item of Extraordinary Cleaning Services required herein, then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the Unit Price quoted by the Bidder for the applicable service and year multiplied by the number of hours, square feet, etc., of such services not satisfactorily performed as required during said month. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he/she shall consider generally accepted industry standards where such are available. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for cleaner services/policing then in effect multiplied by the number of hours, which, in the opinion of the Manager, are necessary to complete the Work not performed.

2) If the Contractor fails to satisfactorily perform any Snow Removal Response at the times required by the Manager, then the monthly installment payable hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services then in effect multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

3) If the Contractor fails to have a Lead Cleaner on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $50.00 per hour for each hour the Lead Cleaner is not on duty.

4) If the Contractor fails to provide and maintain in proper working order, as determined by the Manager, a cellular phone required to be provided to the Lead Cleaner hereunder, then the monthly installment payable hereunder shall be reduced by fifty dollars ($50.00) for each day or any part thereof during said month when any such cellular phone is not provided and/or operable.

5) If the Lead Cleaner hereunder fails to respond to Nextel or cellular phone communication from the Manager related to performance of his/her services hereunder within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by twenty-five dollars ($25.00) for the initial failure to respond within the required fifteen (15) minute response time and for each fifteen (15) minutes thereafter or any part thereof in which the Lead Cleaner fails to respond.

6) If the Contractor fails to provide to the Manager a written work schedule covering the first three (3) months of the Contract within ten (10) days of the Contract commencement and each subsequent three (3) month schedule within twenty (20) days prior to the commencement of each three (3) month period, then the monthly installment payable hereunder shall be reduced by fifty dollars ($50.00) for each day or part thereof that the schedule is past due.

7) In the event the Contractor fails to provide the information, as required in the Section hereunder entitled, "Wages, Health and Supplemental Benefits," every six (6) months, then the monthly installment payable hereunder shall be reduced by two hundred dollars ($200.00) for each day or part thereof that the Contractor fails to provide said information.

8) If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by two hundred dollars ($200.00) for each day or part thereof that such certificates are past due.

9) If the Contractor fails to provide any documentation required by the Contract that is requested by the Manager within (24) hours of such request, then the monthly installment payable hereunder shall be reduced by two hundred fifty dollars ($250.00) for each day or part thereof that such documentation is past due.

10) If any Employee fails to wear the proper uniform and ID badge after expiration of the (15) day grace period, then the monthly installment payable hereunder shall be reduced by twenty-five dollars ($25.00) for each day or part thereof that the Employee did not wear the proper uniform or ID badge.

11) If the Contractor fails to provide or maintain in working order condition any vehicle required under this Contract as set forth herein then the monthly installment payable hereunder shall be reduced by one hundred and fifty dollars ($150.00) for each day or part thereof and for each vehicle that is not provided or not in working order condition.

12) If the Contractor fails to provide and/or maintain in working order condition any mechanical item or cleaning equipment such as triple action machine, single action machine, electronic floor sweeper, shampoo equipment, snow blower or other significant item of equipment as required under this Contract, then the monthly installment payable hereunder shall be reduced by one hundred dollars ($100.00) for each day or part thereof for each item of equipment that is not provided or is not in working order condition.

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

c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed (1) Port Authority acceptance of Contractor's unsatisfactory performance or failure to perform or (2) Port Authority waiver of its remedies hereunder.

6. 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 - $5 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 New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees and agents as additional insureds", 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. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. 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 maintenance/warrantee/guarantee period.

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

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

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

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

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

insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. CITS #4751N

7. **Increase and Decrease in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her 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 Manager decides to change any frequencies or areas such change shall be by written notice not less than thirty (30) days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Contractor's Pricing Sheets (for the applicable Contract Year) for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract). If there is no Unit Price for the service, which is increased or decreased, the hourly rate for Extraordinary Policing Services, will be used multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he shall consider generally accepted industry standards where such are available.

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 the Option Period, 50% for the 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.

8. **Extra Work**

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

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

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their 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" means 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 Manager as required herein. The Contractor shall promptly furnish to

the Manager such bills of sale and other instruments as the Manger may require,, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"Materials" means temporarily-installed and consumable materials as well as permanently-installed 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 temporarily-installed materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with Extra Work. 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.

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

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

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager 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 constitute 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 Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager will thereafter confirm the same in writing.

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

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

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for one hundred twenty (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 JCM Business Solutions

Bidder's Address 225D Washington Ave Suite 200

City, State, Zip Seaford New York 11783

Telephone No. 516 826-6644 FAX 516 826-0666

Email JConlon@JCMLLC.NET EIN# _____

SIGNATURE: [signature] Date 04/14/2015

Print Name and Title Judith Conlon - CEO

ACKNOWLEDGEMENT:

STATE OF: New York

COUNTY OF: Nassau

On this 14th day of April, 20 15, personally came before me, Judith Conlon, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated, that they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

[signature]
Notary Public

HELEN KAPPF
Notary Public, State of NY
No. 01KA4820048
Qualified in Nassau
Commission Expires Jan 31, 20[illegible]

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: SBE- 10/12/2011 (Indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
JUDITH CONLON	CEO	
MICHAEL CONLON	PRESIDENT	

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. All Bidders are asked to 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). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

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

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

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year.

YEAR ONE

SECTION I – BUILDING 260 AND ASSOCIATED AREAS

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR ONE PRICE
Monthly Lump Sum Price	12 X	$ 28,445.64	= $ 341,347.73

SNOW REMOVAL SERVICES	ESTIMATED YEAR ONE HOURS	PRICE PER HOUR	ESTIMATED YEAR ONE PRICE
Snow Removal	2,000 X	$ 26.50	= $ 53,000.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR ONE PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR ONE PRICE
Policing	100 hours X	$ 27.01	= $ 2701.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09	= $ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02	= $ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09	= $ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09	= $ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03	= $ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12	= $ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02	= $ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05	= $ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Locker Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Lounges	1,000 sq. ft. X	$ 0.03	= $ 30.00
Sweep Stairs	10 Flights X	$ 0.01	= $ 10.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01	= $ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12	= $ 1.20

SECTION I – BUILDING 260 AND ASSOCIATED AREAS

Total Estimated Contract Price – Year One $ 397,683.93

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR ONE

SECTION II – SIGN SHOP

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH			ESTIMATED YEAR ONE PRICE
Monthly Lump Sum Price	12 X	$ 4,889	09	=	$ 58,669.14

SNOW REMOVAL SERVICES	ESTIMATED YEAR ONE HOURS	PRICE PER HOUR			ESTIMATED YEAR ONE PRICE
Snow Removal	500 X	$ 26.50		=	$ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR ONE PRICE HRS OR SQ. FT./ FIXTURE/BLIND			ESTIMATED YEAR ONE PRICE
Policing	100 hours X	$ 27.01		=	$ 2700.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09		=	$ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02		=	$ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09		=	$ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09		=	$ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01		=	$ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01		=	$ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03		=	$ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12		=	$ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02		=	$ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03		=	$ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05		=	$ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03		=	$ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03		=	$ 30.00
Thorough Cleaning Locker Rm.	1,000 sq. ft. X	$ 0.03		=	$ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03		=	$ 30.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12		=	$ 1.20

SECTION II – SIGN SHOP

Total Estimated Contract Price – Year One $ 75,205.34

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR ONE

SECTION III – POLICE AREAS

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR ONE PRICE
Monthly Lump Sum Price	12 X	$ 6,222.48	= $ 74,669.82

SNOW REMOVAL SERVICES	ESTIMATED YEAR ONE HOURS	PRICE PER HOUR	ESTIMATED YEAR ONE PRICE
Snow Removal	500 X	$ 26.50	= $ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR ONE PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR ONE PRICE
Policing	100 hours X	$ 27.01	= $ 2,701.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09	= $ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02	= $ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09	= $ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09	= $ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03	= $ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12	= $ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02	= $ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05	= $ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Locker Rooms	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Lounges	1,000 sq. ft. X	$ 0.03	= $ 30.00
Sweep Stairs	10 Flights X	$ 0.01	= $ 10.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01	= $ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12	= $ 1.20

SECTION III – POLICE AREAS

Total Estimated Contract Price – Year One $ 91,256.02
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR ONE

SECTION IV – ENGINEER'S OFFICE

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR ONE PRICE
Monthly Lump Sum Price	12 X	$ 4,889.09	= $ 58,669.14

SNOW REMOVAL SERVICES	ESTIMATED YEAR ONE HOURS	PRICE PER HOUR	ESTIMATED YEAR ONE PRICE
Snow Removal	500 X	$ 26.50	= $ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR ONE PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR ONE PRICE
Policing	100 hours X	$ 27.01	= $ 2,701.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09	= $ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02	= $ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09	= $ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09	= $ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03	= $ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12	= $ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02	= $ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05	= $ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Locker Rooms	1,000 sq. ft. X	$ 0.03	= $ 30.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01	= $ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12	= $ 1.20

SECTION IV – ENGINEER'S OFFICE

Total Estimated Contract Price – Year One $ 75,185.34

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR TWO

SECTION I – BUILDING 260 AND ASSOCIATED AREAS

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR TWO PRICE
Monthly Lump Sum Price	12 X	$ 28,544.08 =	$ 342,528.96

SNOW REMOVAL SERVICES	ESTIMATED YEAR TWO HOURS	PRICE PER HOUR	ESTIMATED YEAR TWO PRICE
Snow Removal	2,000 X	$ 26.50 =	$ 53,000.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR TWO HRS OR SQ. FT./ FIXTURE/BLIND	YEAR TWO PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR TWO PRICE
Policing	100 hours X	$ =	$
Shampoo Carpet	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12 =	$ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05 =	$ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Locker Rm.	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Lounges	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Sweep Stairs	10 Flights X	$ 0.01 =	$ 10.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12 =	$ 1.20

SECTION I – BUILDING 260 AND ASSOCIATED AREAS

Total Estimated Contract Price – Year Two $ 398,865.18

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR TWO

SECTION II – SIGN SHOP

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR TWO PRICE
Monthly Lump Sum Price	12 X	$ 4,906.01 =	$ 58,872.17

SNOW REMOVAL SERVICES	ESTIMATED YEAR TWO HOURS	PRICE PER HOUR	ESTIMATED YEAR TWO PRICE
Snow Removal	500 X	$ 26.50 =	$ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR TWO HRS OR SQ. FT./ FIXTURE/BLIND	YEAR TWO PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR TWO PRICE
Policing	100 hours X	$ =	$
Shampoo Carpet	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12 =	$ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05 =	$ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Locker Rm.	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12 =	$ 1.20

SECTION II – SIGN SHOP

Total Estimated Contract Price – Year Two $ 75,408.37

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR TWO

SECTION III – POLICE AREAS

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR TWO PRICE
Monthly Lump Sum Price	12 X	$ 6,244.02 =	$ 74,928.22

SNOW REMOVAL SERVICES	ESTIMATED YEAR TWO HOURS	PRICE PER HOUR	ESTIMATED YEAR TWO PRICE
Snow Removal	500 X	$ 26.50 =	$ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR TWO HRS OR SQ. FT./ FIXTURE/BLIND	YEAR TWO PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR TWO PRICE
Policing	100 hours X	$ 27.01 =	$ 2701.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12 =	$ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05 =	$ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Locker Rooms	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Lounges	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Sweep Stairs	10 Flights X	$ 0.01 =	$ 10.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12 =	$ 1.20

SECTION III – POLICE AREAS

Total Estimated Contract Price – Year Two $ 91,514.42

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR TWO

SECTION IV – ENGINEER'S OFFICE

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR TWO PRICE
Monthly Lump Sum Price	12 X	$ 4,906.01 =	$ 58,872.17

SNOW REMOVAL SERVICES	ESTIMATED YEAR TWO HOURS	PRICE PER HOUR	ESTIMATED YEAR TWO PRICE
Snow Removal	500 X	$ 26.50 =	$ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR TWO HRS OR SQ. FT./ FIXTURE/BLIND	YEAR TWO PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR TWO PRICE
Policing	100 hours X	$ 27.01 =	$ 2,701.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09 =	$ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12 =	$ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02 =	$ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05 =	$ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Thorough Cleaning Locker Rooms	1,000 sq. ft. X	$ 0.03 =	$ 30.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01 =	$ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12 =	$ 1.20

SECTION IV – ENGINEER'S OFFICE

Total Estimated Contract Price – Year Two $ 75,388.37

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR THREE

SECTION I – BUILDING 260 AND ASSOCIATED AREAS

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR THREE PRICE
Monthly Lump Sum Price	12 X	$28,630.49	= $ 343,565.85

SNOW REMOVAL SERVICES	ESTIMATED YEAR THREE HOURS	PRICE PER HOUR	ESTIMATED YEAR THREE PRICE
Snow Removal	2,000 X	$ 26.50	= $ 53,000.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR THREE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR THREE PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR THREE PRICE
Policing	100 hours X	$	= $
Shampoo Carpet	1,000 sq. ft. X	$ 0.09	= $ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02	= $ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09	= $ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09	= $ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03	= $ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12	= $ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02	= $ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05	= $ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Locker Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Lounges	1,000 sq. ft. X	$ 0.03	= $ 30.00
Sweep Stairs	10 Flights X	$ 0.01	= $ 10.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01	= $ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12	= $ 1.20

SECTION I – BUILDING 260 AND ASSOCIATED AREAS

Total Estimated Contract Price – Year Three $ 399902.05
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR THREE

SECTION II – SIGN SHOP

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR THREE PRICE
Monthly Lump Sum Price	12 X	$ 4,920.87	= $ 59,050.38

SNOW REMOVAL SERVICES	ESTIMATED YEAR THREE HOURS	PRICE PER HOUR	ESTIMATED YEAR THREE PRICE
Snow Removal	500 X	$ 26.50	= $ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR THREE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR THREE PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR THREE PRICE
Policing	100 hours X	$	= $
Shampoo Carpet	1,000 sq. ft. X	$ 0.09	= $ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02	= $ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09	= $ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09	= $ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03	= $ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12	= $ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02	= $ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05	= $ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Locker Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12	= $ 1.20

SECTION II – SIGN SHOP

Total Estimated Contract Price – Three One $ 75,586.58

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR THREE

SECTION III – POLICE AREAS

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR THREE PRICE
Monthly Lump Sum Price	12 X	$ 6,262.91	= $ 75,155.03

SNOW REMOVAL SERVICES	ESTIMATED YEAR THREE HOURS	PRICE PER HOUR	ESTIMATED YEAR THREE PRICE
Snow Removal	500 X	$ 26.50	= $ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR THREE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR THREE PRICE HRS OR SQ. FT./ FIXTURE/BLIND	ESTIMATED YEAR THREE PRICE
Policing	100 hours X	$ 27.01	= $ 2701.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09	= $ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02	= $ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09	= $ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09	= $ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01	= $ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03	= $ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12	= $ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02	= $ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05	= $ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Locker Rooms	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Public Lavatories	1,000 sq. ft. X	$ 0.03	= $ 30.00
Thorough Cleaning Lounges	1,000 sq. ft. X	$ 0.03	= $ 30.00
Sweep Stairs	10 Flights X	$ 0.01	= $ 10.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01	= $ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12	= $ 1.20

SECTION III – POLICE AREAS

Total Estimated Contract Price – Year Three $ 91,741.23

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR THREE

SECTION IV – ENGINEER'S OFFICE

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH		ESTIMATED YEAR THREE PRICE
Monthly Lump Sum Price	12 X	$ 4,920	87	= $ 59,050.38

SNOW REMOVAL SERVICES	ESTIMATED YEAR THREE HOURS	PRICE PER HOUR		ESTIMATED YEAR THREE PRICE
Snow Removal	500 X	$ 26.50		= $ 13,250.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR THREE HRS OR SQ. FT./ FIXTURE/BLIND	YEAR THREE PRICE HRS OR SQ. FT./ FIXTURE/BLIND		ESTIMATED YEAR THREE PRICE
Policing	100 hours X	$ 27.01	=	$ 2701.00
Shampoo Carpet	1,000 sq. ft. X	$ 0.09	=	$ 90.00
Spray Buff	1,000 sq. ft. X	$ 0.02	=	$ 20.00
Strip and Refinish	1,000 sq. ft. X	$ 0.09	=	$ 90.00
Strip and Seal	1,000 sq. ft. X	$ 0.09	=	$ 90.00
Vacuum Carpet	1,000 sq. ft. X	$ 0.01	=	$ 10.00
Wet Mop Floors	1,000 sq. ft. X	$ 0.01	=	$ 10.00
Wash Walls	1,000 sq. ft. X	$ 0.03	=	$ 30.00
Wash and Rinse Light Fixtures	200 Fixtures	$ 0.12	=	$ 24.00
Vacuum Ceiling	1,000 sq. ft. X	$ 0.02	=	$ 20.00
Wash and Rinse Glass	1,000 sq. ft. X	$ 0.03	=	$ 30.00
Thorough Cleaning Offices	1,000 sq. ft. X	$ 0.05	=	$ 50.00
Thorough Cleaning Lavatories	1,000 sq. ft. X	$ 0.03	=	$ 30.00
Thorough Cleaning Kitchen/Lunch Rm.	1,000 sq. ft. X	$ 0.03	=	$ 30.00
Thorough Cleaning Locker Rooms	1,000 sq. ft. X	$ 0.03	=	$ 30.00
Dust and Polish Walls	1,000 sq. ft. X	$ 0.01	=	$ 10.00
Lightly Rinse Blinds	10 Blinds X	$ 0.12	=	$ 1.20

SECTION IV – ENGINEER'S OFFICE

Total Estimated Contract Price – Year Three $ 75,546.58

(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

PRICE SUMMARY

A. **SECTION I – BUILDING 260 AND ASSOCIATED AREAS**

TOTAL ESTIMATED CONTRACT PRICE – YEAR ONE	$ 397,683.93
TOTAL ESTIMATED CONTRACT PRICE – YEAR TWO	$ 398,865.18
TOTAL ESTIMATED CONTRACT PRICE – YEAR THREE	$ 399,902.05
A. **TOTAL ESTIMATE – SECTION I:**	$ 1,196,451.10

B. **SECTION II – SIGN SHOP**

TOTAL ESTIMATED CONTRACT PRICE – YEAR ONE	$ 75,205.34
TOTAL ESTIMATED CONTRACT PRICE – YEAR TWO	$ 75,408.37
TOTAL ESTIMATED CONTRACT PRICE – YEAR THREE	$ 75,586.58
B. **TOTAL ESTIMATE – SECTION II:**	$ 226,200.29

C. **SECTION III – POLICE AREAS**

TOTAL ESTIMATED CONTRACT PRICE – YEAR ONE	$ 91,256.02
TOTAL ESTIMATED CONTRACT PRICE – YEAR TWO	$ 91,514.43
TOTAL ESTIMATED CONTRACT PRICE – YEAR THREE	$ 91,741.23
C. **TOTAL ESTIMATE – SECTION III:**	$ 274,511.67

D. **SECTION IV – ENGINEER'S OFFICE**

TOTAL ESTIMATED CONTRACT PRICE – YEAR ONE	$ 75,185.34
TOTAL ESTIMATED CONTRACT PRICE – YEAR TWO	$ 75,388.37
TOTAL ESTIMATED CONTRACT PRICE – YEAR THREE	$ 75,566.58
D. **TOTAL ESTIMATE – SECTION IV:**	$ 226,140.29

E) TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE:

$ 1,923,303.10

(Sum of Items A + B + C + D = E)

CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Bidder shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

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

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

Please note that all calculations should be based on two thousand and eighty (2,080) annual hours.

CONTRACTOR'S NAME: TCM Business Solutions BID NUMBER 41925

CLEANER – YEAR ONE
MINIMUM WAGE: $15.01

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 15.01
NUMBER OF EMPLOYEES 6

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 4.04

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.54	11
VACATION ALLOWANCE	$ 0.52	10
SICK TIME ALLOWANCE	$ 0.27	5
PENSION	$ /	
WELFARE	$ /	
OTHER SUPPLEMENTAL BENEFITS	$ /	
SPECIFY ____		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 20.38 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.26
N.Y.S.U.I./ N.J.S.U.I.	$ 0.30
F.U.I.	$ 0.11
WORKERS' COMPENSATION	$ 2.00
GENERAL LIABILITY INSURANCE	$ 0.90
DISABILITY INSURANCE	$ /
OTHER TAXES AND INSURANCE	$ /
SPECIFY ____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.87
UNIFORMS	$ 0.36
EQUIPMENT	$ 1.50
MATERIALS	$ 1.56
SUPPLIES	$ 1.23
RELIEF	$ /
ROLL CALL	$ /
OTHER COMPONENTS NOT SPECIFIED ABOVE$ ____	
SPECIFY ____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 2.05

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 33.52

CONTRACTOR'S NAME: JPM Business Solutions BID NUMBER 41925

CLEANER – YEAR TWO
MINIMUM WAGE: $15.09

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 15.09
NUMBER OF EMPLOYEES 6

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 4.04

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.54	11
VACATION ALLOWANCE	$ 0.52	10
SICK TIME ALLOWANCE	$ 0.27	5
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 20.46	sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.26
N.Y.S.U.I./ N.J.S.U.I.	$ 0.30
F.U.I.	$ 0.11
WORKERS' COMPENSATION	$ 2.02
GENERAL LIABILITY INSURANCE	$ 0.91
DISABILITY INSURANCE	$ -
OTHER TAXES AND INSURANCE	$ -
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.87
UNIFORMS	$ 0.36
EQUIPMENT	$ 1.50
MATERIALS	$ 1.56
SUPPLIES	$ 1.23
RELIEF	$ -
ROLL CALL	$ -
OTHER COMPONENTS NOT SPECIFIED ABOVE	$
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 2.05

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 33.63
CONTRACTOR'S NAME: _____ BID NUMBER _____

CONTRACTOR'S NAME: JCM Business Solutions BID NUMBER 41925

CLEANER – YEAR THREE
MINIMUM WAGE: $15.16

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 15.16
NUMBER OF EMPLOYEES 6

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 4.04

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.54	11
VACATION ALLOWANCE	$ 0.52	10
SICK TIME ALLOWANCE	$ 0.27	5
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 20.53 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.26
N.Y.S.U.I./ N.J.S.U.I.	$ 0.30
F.U.I.	$ 0.11
WORKERS' COMPENSATION	$ 2.05
GENERAL LIABILITY INSURANCE	$ 0.91
DISABILITY INSURANCE	$ -
OTHER TAXES AND INSURANCE	$ -
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.87
UNIFORMS	$ 0.36
EQUIPMENT	$ 1.50
MATERIALS	$ 1.56
SUPPLIES	$ 1.23
RELIEF	$ -
ROLL CALL	$ -
OTHER COMPONENTS NOT SPECIFIED ABOVE$	
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.05

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 33.73

CONTRACTOR'S NAME: TCM Business Solutions BID NUMBER 41925

LEAD CLEANER – YEAR ONE
MINIMUM WAGE: $16.86

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 16.86
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 5.77

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.61	11
VACATION ALLOWANCE	$ 0.59	10
SICK TIME ALLOWANCE	$ 0.33	5
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 24.16 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.43
N.Y.S.U.I./ N.J.S.U.I.	$ 0.30
F.U.I.	$ 0.15
WORKERS' COMPENSATION	$ 2.30
GENERAL LIABILITY INSURANCE	$ 1.04
DISABILITY INSURANCE	$
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.87
UNIFORMS	$ 0.36
EQUIPMENT	$ 1.50
MATERIALS	$ 1.56
SUPPLIES	$ 1.23
RELIEF	$
ROLL CALL	$

OTHER COMPONENTS NOT SPECIFIED ABOVE$
SPECIFY

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.05

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 37.95

REVISED
6/12/15

CONTRACTOR'S NAME: JCM Business Solutions BID NUMBER 4/905

LEAD CLEANER – YEAR TWO
MINIMUM WAGE: $16.94

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 16.94
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 5.77

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.161	11
VACATION ALLOWANCE	$ 0.59	10
SICK TIME ALLOWANCE	$ 0.33	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 24.24 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.43
N.Y.S.U.I./ N.J.S.U.I.	$ 0.30
F.U.I.	$ 0.15
WORKERS' COMPENSATION	$ 2.31
GENERAL LIABILITY INSURANCE	$ 1.05
DISABILITY INSURANCE	$
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.87
UNIFORMS	$ 0.36
EQUIPMENT	$ 1.50
MATERIALS	$ 1.56
SUPPLIES	$ 1.23
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.05

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 38.05
CONTRACTOR'S NAME: JCM Business Solutions BID NUMBER 4/905

CONTRACTOR'S NAME: JCM Business Solutions BID NUMBER 41925

LEAD CLEANER – YEAR TWO
MINIMUM WAGE: $16.94

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 16.94
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 5.77

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	$ 0.101	
VACATION ALLOWANCE	$ 0.59	
SICK TIME ALLOWANCE	$ 0.33	
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 24.24 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.43
N.Y.S.U.I./ N.J.S.U.I.	$ 0.30
F.U.I.	$ 0.15
WORKERS' COMPENSATION	$ 2.31
GENERAL LIABILITY INSURANCE	$ 1.05
DISABILITY INSURANCE	$
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.87
UNIFORMS	$ 0.36
EQUIPMENT	$ 1.50
MATERIALS	$ 1.56
SUPPLIES	$ 1.03
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.05

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 38.05
CONTRACTOR'S NAME: _____ BID NUMBER _____

CONTRACTOR'S NAME: JCM Business Solutions LLC BID NUMBER 4/19/25

LEAD CLEANER – YEAR THREE
MINIMUM WAGE: $17.03

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 17.03
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 5.77

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.61	11
VACATION ALLOWANCE	$ 0.54	10
SICK TIME ALLOWANCE	$ 0.33	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 24.33 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.45
N.Y.S.U.I./N.J.S.U.I.	$ 0.30
F.U.I.	$ 0.15
WORKERS' COMPENSATION	$ 2.33
GENERAL LIABILITY INSURANCE	$ 1.06
DISABILITY INSURANCE	$
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.87
UNIFORMS	$ 0.36
EQUIPMENT	$ 1.50
MATERIALS	$ 1.56
SUPPLIES	$ 1.23
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 2.05

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 38.19

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PART V – SPECIFICATIONS

1. **Specific Definitions**

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

"Facility" means New Jersey Marine Terminals, Building 260 Kellogg Street, Port Newark and associated areas; Building 260 Police Areas, Building 255 Sign Shop, and Engineer's Office.

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, odors from any and all surfaces to the satisfaction of the Manager.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to ensure they are clean.

The term "Manager" shall mean the Manager of New Jersey Marine Terminals or his or her designated representative.

2. **Work Required by the Specifications**

These Specifications relate generally to the performance of janitorial and general cleaning services at the New Jersey Marine Terminals to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.
These Specifications require the doing of all things necessary or proper for, or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

3. **Transportation Worker Identification Credential (For Services Performed at the Port Authority Marine Terminals)**

Pursuant to the Maritime Transportation Security Act of 2006 (MTSA), Congress established the Transportation Worker Identification Credential (TWIC) Program which is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners. Prior to the start of Work, the TWIC credentials will be required in order to gain unescorted access to restricted areas at the Port Authority Marine Terminals. Therefore, the Contractor will be responsible to ensure that the Contractor and its employees, at any of the Port Authority Marine Terminals, obtain posses and display a valid TWIC photo identification card at all times. To obtain a TWIC, an employee must provide biographic and biometric information, such as fingerprints, sit for a digital photograph, successfully pass a security threat assessment conducted by TSA and be

required to undergo a background screening, which includes a criminal history record check, an immigration status confirmation and a terrorist watch list review. Additional information is available on the TSA website at http://www.tsa.gov/twic. Any employee who is unable to obtain and posses a valid TWIC photo identification card will be denied access to the Port Authority Marine Terminals. All costs associated with the TWIC credential shall be borne by the Contractor.

4. **Wages, Health and Supplemental Benefits**

A. Definitions:

1) "Employee" means any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract.

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

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

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

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

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

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

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

9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

10) "Supplemental Benefits" mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.

11) The "Cost of Supplemental Benefits" mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.

12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

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

B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2015. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2016. The employee's vacation benefits accrued in 2015 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2015.

C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages

	YEAR ONE	YEAR TWO	YEAR THREE
Cleaner	$15.01 (per hour)	$15.09 (per hour)	$15.16 (per hour)
Lead Cleaner	$16.86 (per hour)	$16.94 (per hour)	$17.03 (per hour)

D. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health Benefits accepted by the Port Authority for each Employee in each category, and the Health Benefits shall be subject to the requirements as set forth below.

1) Health Benefits shall be provided to Employees and their families.

2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:

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

3) The Cost of Health Benefits shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.

4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:

   i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;

   ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

   iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.

6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to

each Employee's health care coverage.

7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.

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

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

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

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

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

H. Contractors (and their subcontractors) should expect to be audited with respect to Wages,

Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six (6) months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six (6) month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibits I.

The Port Authority's acceptance of a certification statement in a format other than what is set forth in this section shall not relieve the Contractor of any of the obligations contained in this section for Wage, Health and Supplemental Benefits accepted by the Port Authority and required to be provided to the Contractor's Employees.

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

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

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

5. Cleaning Procedures

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF OFFICES

The thorough cleaning of offices shall consist of but not necessarily be limited to:

- the vacuuming of all rugs and carpets,

- the wet mopping of all non-carpeted flooring,
- the emptying and relining of all trash cans,
- the emptying of all recycling containers,
- the spot removal of all stains on rugs, partitions, walls, doors, and glasswork,
- the dusting of all windows, ledges, blinds and office furnishings,
- the polishing of all wooden office furnishings,
- the cleaning of lighting fixtures,
- the dusting of desk tops
- the spot cleaning of chairs.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LAVATORIES

- Trash containers will be emptied clean, liners inserted.
- All sanitary receptacles will be clean, both inside and outside, and contain a new liner. All sanitary receptacles will be empty except for a new liner. All sanitary receptacles will be free of spots, stains, and finger marks. All sanitary receptacles will be free of odors.
- No trash will be on floor.
- All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.).
- All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.
- The wall surfaces will be free of spots and smears.
- All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.
- The plumbing fixtures will be free of mold and water stains.

PROCEDURAL FOR CLEANING OF SUPPLY DISPENSERS, TILE WALLS, STALL PARTITIONS, DOORS, SHELVES, MIRRORS AND FLOORS

- All supply dispensers will be clean and free of finger marks and water spots.
- All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
- All mirrors should be free of streaks, smudges, water spots, dust; lipstick smudges, and should not be cloudy.
- Walls, stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.
- Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.
- Particular attention should be given to area under urinal.

Public Restrooms Buildings 166, 272, and 365

Public Restrooms Buildings 166, 272, and 365 will be steam cleaned in total, weekly as the temperature allows from March 15th through November 15th.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LUNCH

ROOMS/KITCHENS

- The thorough cleaning of lunch rooms/kitchens shall consist of but not necessarily be limited to, the removal of all litter, the wet mopping or vacuuming as appropriate of all floor surfaces, the spot cleaning of walls, the cleaning and disinfecting of all tables, chairs, counter surfaces and interior and exterior surfaces of stoves and ovens, the cleaning of the exterior and interior of all microwaves, the cleaning and disinfecting of sinks, the emptying and relining of all trash receptacles, the emptying of all recycling containers and other duties as directed by the Manager.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF GUARD BOOTHS LOCATED AT BERTHS

- The thorough cleaning of stationary and mobile guard booths located at various berths shall consist of but not necessarily be limited to, the removal of all litter in and around the guard booth, the sweeping and wet mopping as of all non-carpeted floor surfaces, the spot cleaning of the exterior and interior walls, the cleaning and disinfecting of all tables, chairs, counter surfaces, the cleaning of the exterior and interior of all windows and screens, the emptying and relining of all trash receptacles, the emptying of all recycling containers, the once monthly cleaning of the air conditioners filters. If the booth is equipped with a lavatory, then lavatory cleaning shall consist of the, cleaning of the toilet, sink, mirror and floor. Other duties shall be as directed by the Manager.

6. **Routine Periodic Cleaning and Frequencies**

A. The Exhibit A sets forth the specific areas at the Site of the Work at which routine and periodic cleaning services are to be provided by the Contractor on a regularly scheduled basis. Such areas shall be cleaned in the manner and at the times of frequencies set forth in such Exhibits, all in accordance with the provisions of these Specifications.

B. Where the Exhibits of these Specifications set forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such Work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

Subject to the provisions of the immediately preceding paragraph, with respect to the terms "Frequency of Cleaning" as set forth in the Exhibits, the following shall apply:

1 x year - Items marked "1 x yr." shall be cleaned once each year but the Contractor shall allow at least 10 calendar months (298 days) but not more than 12 calendar months (365 days) to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

3 x year - Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall

allow at least 110 calendar days to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 30 calendar days to elapse between cleanings.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

23 x year - Items marked "23 x yr." shall be cleaned every other week, but the Contractor shall allow at least 12 calendar days but not more than 15 calendar days to elapse between cleanings.

24 x year - Items marked "24 x yr." shall be cleaned twice each month, but the Contractor shall allow at least 12 calendar days to elapse between cleanings.

26 x year - Items marked "26 x yr." shall be cleaned twice each month, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

40 x year - Items marked "40 x yr." shall be cleaned once a week except for that week when other service is to be performed on that item. The Contractor shall allow at least 4 calendar days to elapse between cleanings.

46 x year - Items marked "46 x yr." shall be cleaned once a week except for that week when other service is to be performed on that item. The Contractor shall allow at least 4 calendar days to elapse between cleanings.

52 x year - Items marked "52 x yr." shall be cleaned once each week but the Contractor shall allow at least 4 calendar days to elapse between cleanings.

104 x year - Items marked "104 x yr." shall be cleaned twice each week, but the Contractor shall allow at least two (2) calendar days to elapse between cleanings.

250 x year - Items marked "250 x yr." shall be cleaned daily, Monday through Friday, excluding Holidays.

730 x year – Items marked "730 x yr." shall be cleaned twice each day, 365 days per year. The Contractor shall allow at least eight hours but no more than twelve hours to elapse between cleanings.

7. **Management and Supervision**

A. The Contractor shall assign a Lead Cleaner whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays and at such other times as the Manager may require. However, the Port Authority reserves the right to

change or rotate the work schedule on an as needed basis to reflect changing job situations.

The Lead Cleaner so assigned shall serve as the Contractor's representative at the Site of the Work and shall have day-to-day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed. The Contractor's Lead Cleaner shall be available to the Manager at such times as the Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the Manager may wish to transmit.

Except as otherwise noted, Lead Cleaner shall devote their entire time to performing the cleaning and janitorial work required hereunder and the oversight of the other Contract personnel. The Lead Cleaner will also perform minor administrative or clerical duties.

B. The Manager shall have the right to approve any Lead Cleaner proposed by the Contractor for assignment hereunder.

D. All Lead Cleaners assigned hereunder shall have at least three (3) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Manager with such proof of prior experience.

E. The Contractor's duly authorized representative shall be available at those times specified, to the Manager for prompt attention to and compliance with orders, instructions, directions and information written or orally given regarding the performance of work specified in the Agreement and for inspection tours of the premises.

F. Primary residence telephone numbers and alternate phone numbers shall be made available to the Manager.

G. The Lead Cleaner shall respond to any cellular phone communication from the manager within fifteen (15) minutes.

8. Personnel Requirements

In addition to the Personnel Standards requirements set forth in the Standard Contract Terms and Conditions, the Contractor and any subcontractor shall furnish sufficiently trained cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, the Contractor shall immediately take such actions as is necessary to assure that the Contract is performed in full accordance with the requirements hereof.

The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid driver's license.

All Contractor's employees performing Work required 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.

9. **Materials, Supplies and Equipment**

Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, buckets, dust cloths, plastic bags, polishes, sponges, and paper picks and walk-off mats as described on herein.

The Contractor shall supply the product descriptions stated or Port Authority approved.

Restroom Products
Hand Soap - Dial Complete
Description - Foaming Antimicrobial Hand Wash, item number 81034, dispensed from a Dial Professional Series Soap Dispenser, item number 00390.

Hand Towels - Georgia-Pacific High Quality, Large Capacity Touchless Roll Towels
Description - item number 89460, 800 lineal feet, packed (6) to a case dispensed from a Georgia-Pacific Enmotion Automated Touchless Dispenser, item number 59460.

Toilet Tissue - Scott Coreless JRT Toilet Tissue
Description - roll length 2,300 lineal feet, 3.9 inches wide, packed (12) rolls per case, item number 07005. Dispensed from a Scott Stainless JRT E-Z Load dispenser.

The Contractor shall obtain the Manager's approval before the replacement of any dispenser, of any type. The Manager's approval shall also be obtained before any dispenser is relocated or removed from the Site of the Work.

A. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, single and triple action scrubbers, shampoo equipment, and electric floor sweeper (Model Tenant #140E or Port Authority approved equal)with but not limited to the following specifications: brush drive system, main broom length 28in, main broom RPM 700rpm, debris recovery system, speed control system and charging unit. Sweeper must be OSHA approved for interior use for noise and dust levels.

B. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, air fresheners, air freshener dispensers, sanitary napkins and tampons, sanitary napkin disposal bags and toilet seat covers which are located in the lavatories and other areas to be cleaned hereunder. In addition, the Contractor shall maintain and repair all such dispensers and containers to keep same in full working order.

C. Should the Manager determine that any such dispenser or container is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority.

The Contractor shall obtain the Manager's approval of the type number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work.

D. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .50 per item.

E. The Manager may, at any time, establish minimum inventories of materials, supplies and equipment to be maintained by the Contractor and the Contractor shall ensure that his inventories meet the levels so established.

F. The Authority will furnish at no charge to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work.

G. The Contractor shall supply for use on this Contract a cell phone for the use of the Contractor's Lead Cleaner. The Contractor shall further provide all snow shovels, snow blowers, brooms, ice choppers, cyclone spreaders and other equipment necessary for the performance of services required herein. This equipment can be secured and stored at the Facility at a location provided by the Port Authority.

10. Approval of Equipment, Materials and Supplies

The Contractor in performing the Work required hereunder shall use only equipment, materials and supplies approved in advance by the Manager.

As operator of the New Jersey Marine Terminal, the Port Authority is concerned with providing and maintaining a clean and safe environment for its employees, tenants, patrons and visitors. Therefore, the Contractor shall be required to implement a cleaning program where chemicals and products will be classified as "Green". "Green Products" are described as those that are safe for the environment and safe for the end user. It is understood that not every cleaning function has an appropriate "green product" but the Contractor should routinely monitor the market for newer and safer chemicals to reduce employee and patron exposure. The Contractor shall take a pro-active role to achieve compliance in this area. In any event, the Contractor will provide the Manager with a complete list of cleaning products designating each product as green or non-green. All products shall be on the Port Authority's Approved Product List or may be submitted for approval and subsequent placement on the Approved Products List.

The Contractor may propose additional equipment, materials and supplies for the Manager's and Inspection and Safety Division's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his/her approval.

All equipment, materials and supplies used in the performance of Work required hereunder shall be used

in accordance with their manufacturers' instructions.

11. Specific Trash Removal

The Port Authority will provide, at no cost to the Contractor, dumpsters at a designated location into which the Contractor shall place only trash generated by the Contractor under this Contract. The Facility has a Source Separation Program in effect, by which the Contractor is responsible for placing the material in the proper dumpster, as designated by the Manager.

12. Employee Uniforms, Appearance and Identification Badge

The Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed.

Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Port Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all times to the Manager's approval. Said uniforms are to be worn appropriately with shirts tucked in and the waist of the trousers belted around the employee's waist. Hats shall be worn with the brim forward. In addition, the Contractor will be granted a 15 day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder a temporary uniform with appropriate identification that has been approved by the Port Authority.

(a) The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Lead Cleaner and Cleaners. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. The basic uniform will also include foul weather and winter gear.

(b) The Contractor shall be responsible for ensuring that its employees at all times wear their required uniform and it shall cause its employees to change to freshly cleaned and pressed uniforms every day. Uniforms shall be supplied in the minimum quantities indicated below and conform to the specifications set forth in this section.

(c) Each Lead Cleaner and Cleaner uniform issue shall consist of the following:
(6) six winter long sleeve shirts (golf type)
(6) six summer short sleeve shirts (golf type)
(1) one belt
(5) five pair of khaki style slacks - summer/winter weight
(2) two hats (one hat winter/one hat summer)
(2) two sweaters or sweatshirts
(1) one winter weight jacket
(1) set rain gear

(a) The Contractor shall provide its employees with all foul weather gear appropriate for the performance of services hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests. Foul weather gear shall meet the same requirements in regards to identification and as to the uniform. It is not a requirement that all employees be supplied with personal foul weather but it is a requirement that any employee required to work outdoors with a potential exposure to the elements be supplied with foul weather gear. When issuing parkas, hats, rain gear, boots or gloves to an employee that is required to work outdoors than the Contractor must provide the employee clean items that have not been previously worn.

(b) Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions herein.

(c) The Contractor will be responsible for ensuring that its employees are wearing black or brown work shoes or boots appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform

13. Breakdown, Malfunction or Damage

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be cleaned hereunder, the Contractor shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Port Authority and shall remain in place until necessary repairs are completed.

14. Contractor's Vehicles – Parking - Licenses

The Contractor's vehicle requirements for the duration of this Contract and any Options and/or Extensions exercised shall be one (1) pickup truck (with extended cab, and 6 foot bed) and two (2) vans, with the capability of transporting a minimum of six (6) passengers and equipment. These vehicles shall have a rotating amber beacon and a power lift gate capable of lifting the equipment required under this Contract. All vehicles shall have a "back up" beeper.

At the start of the Contract, on or about July 2015, all vehicles must be at least 2012 model year or newer. At the beginning of the three (3) year option period, if exercised, on or about July 2018, all vehicles must be at least 2015 model year or newer and shall be maintained to ensure mechanical performance and safe operating condition and shall have a permanently affixed Contractor emblem, decal or insignia at all times. No personal vehicles shall be used in the performance of this Contract. All vehicles shall be kept clean and neat at all times.

The Port Authority will permit the Contractor during the effective period of this Contract and any Options and/or Extensions exercised, to park the required vehicles described above in such locations as may from time to time or at any time be designated by the Manager.

The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization. The Contractor shall comply with such rules, regulations and procedures as are in

force and such existing 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 Facility 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. Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. The Contractor will assure that only properly credentialed and licensed employees operate any vehicle required by this Contract.

15. Scheduling of Work

A. The Contractor shall, during the term of this Contract with respect to Work covered by the Exhibit A, submit to the Managers of the appropriate areas, a written report generated by computer setting forth the Contractor's advance scheduling for each three (3) month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three (3) month period. The Contractor shall submit the report within ten (10) days of the commencement of this Contract and the Contractor shall submit each subsequent three (3) month report at least twenty (20) days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior approval of the Manager. The Contractor shall procure and maintain at its own expense, a computer and software program for use in the scheduling of Work and monthly billing. The software program shall be compatible with the Facilities Windows-based software program and must be approved by the Manager.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action. Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

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

D. In order to accommodate Facility operations, the starting times of each eight (8) hour tour shall be subject to change by the Manager upon written notice to the Contractor from time to time.

E. **Minimum Staffing Levels** - The Contractor shall have at a minimum, one (1) full time Lead Cleaner and six (6) full time Cleaners actively engaged in the work, Monday to Friday, excluding holidays as follows:

- (1) Lead Cleaner and (1) Cleaner work hours: 7 am to 3 pm
- (2) Two Cleaners work hours: 5:30 am to 1:30 pm
- (3) Three Cleaners work hours: 9 am to 5 pm

The Port Authority shall retain the right to adjust these hours as necessary.

16. Space Provided to the Contractor

The Port Authority will furnish the Contractor with non-exclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Port Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designated by the Manager and may be changed at any time at his/her discretion. Janitorial closets are to be kept locked at all times.

The Port Authority, by its officers, employees, and representatives, shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, 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. Without limiting the generality of the foregoing, the Port Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Port Authority be deemed necessary or advisable.

17. Inclement Weather Requirements – Snow Removal

When directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice or sleet from such exterior areas of Facility as the Manager may designate and shall keep such area free from further accumulations. Exterior areas shall include, but shall not be limited to, sidewalks, building entrances, emergency exits, pedestrian crosswalks and handicapped ramps. Exterior areas will not include snow removal from actual roadways.

At the request of the Manager, snow, which is so removed, shall be deposited by the Contractor in such areas at the Facility as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Facility.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel and a Supervisor for such personnel, as are deemed necessary by the Manager for the performance of services required under this numbered clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the unit price per hour as set forth in the Pricing Sheets for "Snow Removal." All such Employees are subject to the approval of the Manager. The Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such Employee in the performance of services required by this numbered clause. All areas will be cleared of snow within four (4) hours of snowfall. The Manager shall notify the Contractor when the services for snow removal are no

longer needed. No Employee assigned to snow removal duty shall work in excess of sixteen (16) consecutive hours.

The Contractor shall provide its employees with all foul weather gear appropriate for the performance of services required by this numbered clause including, but not limited to, gloves, waterproof boots and hooded, insulated parkas.

In addition to the materials, supplies and equipment as described herein, the Contractor shall further provide snow shovels, brooms, ice choppers, cyclone (commercial grade) spreaders and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority.

Sand/or deicing materials shall be applied by the use of a cyclone spreader by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Port Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Facility, which is designated by the Manager. The Contractor shall also submit weekly usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the week covered.

Snow Removal Services shall not be included in the Contractor's Monthly Lump Sum Charge, but will be covered by the Price Per Hour for Snow Removal Services separately quoted by the Contractor in the Pricing Sheets.

Photo Identification Cards for Contractor's Additional Employees – (snow emergency) The Contractor shall provide photo-identification cards for any additional Employees not normally assigned to the Facility but who are assigned to the Facility for snow emergencies. Such photo-identification cards must be prominently displayed by the Employees and shall not be obscured by clothing.

18. Safety Provisions

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage to or loss of property or injury to any person including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

The Contractor shall obtain and display at the place of work one copy of the Material Safety Data Sheet (MSDS) conforming to the requirements of Federal Regulations 29 CFR 1910.1200(g) for each chemical utilized for work on this Contract.

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs. The Contractor shall have ninety (90) days to implement this Safety Program.

The Contractor shall, at its own expense and as an included cost, be required to train all its personnel in the proper handling of medical and human waste to include blood-borne pathogens as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

19. Locations

Jersey City Auto Marine Terminal

AREA: Jersey City Auto Marine Terminal - Port Jersey Boulevard

DUTIES:

1. Police grass area alongside Port Jersey Boulevard to include East Parking Lot, Long Shoremen's Parking Lot and road. Policing will consist of the picking up and proper disposal of all paper, glass aluminum cans, tires and any other debris. Shoveling of accumulated sand along roadways as necessary.

2. The Contractor will provide all equipment necessary to properly clean this area including but not limited to, plastic bags, paper pickers and all other safety equipment necessary. The Port Authority will provide a dumpster at Building 260, the Contractor must haul all refuse back to the dumpster.

Guard Booth Cleaning

This work shall be performed on a daily basis. Duties shall consist of, but not necessarily be limited to: the emptying and relining of all trash cans, the spot cleaning of all glass surfaces as well as all horizontal and vertical surfaces, the sweeping of the floor and the wet mopping of the floor as necessary.

AREA: Port Newark Guard Booth Locations:

1) Berth 9 – South End of Marlin Street
2) Berth 17 – End of Gilligan Street
3) Berth 23 – South End of Craneway Street
4) Berth 10 – Off of Marsh Street between Maritime Street and Export Street
5) Berth 12 – Off of Marsh Street between Maritime Street and Export Street
6) Berth 16 – North End of Export Street
7) Berth 26 – East End of Marsh Street
8) Berth 28 – East End of Calcutta Street
9) Berth 34 – East End of Starboard Street
10) Jersey City Auto Marine Terminal Berth 14/19 – Foot of Port Jersey Boulevard

20. Sealink – Express Port Plaza, Building 1160 Unit 3 McLester Ave

This work shall be performed on a daily basis. Duties shall consist of, but not necessarily be limited to: the emptying and relining of all trash cans, the spot cleaning of all glass surfaces as well as all horizontal and vertical surfaces, the sweeping of the floor, the wet mopping of the floor especially in the waiting room/lobby, bathrooms and kitchen area, the vacuuming of the carpeting, the light dusting of the office furniture, and the cleaning of the kitchen area.

21. Extraordinary Work

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform those extraordinary cleaning services at the unit price per hour quoted by the Contractor in the attached Pricing Sheets for "Extraordinary Cleaning Services". The unit price per hour, square foot, fixture and blind, shall be deemed all-inclusive of all costs necessary to perform the Work. "Extraordinary Cleaning Services" shall not include the repetition of prior Work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. Such Work shall include services in additional areas. It shall also include Work frequencies beyond the minimums set forth herein when the Manager determines that such additional frequencies are required due to special events or other circumstances out of the ordinary. The Manager's request must specifically identify the Work as Extraordinary Cleaning before such work is payable.

22. Exhibit A

BUILDING #260 - THOROUGH CLEANING

STAFFING

The Contractor shall provide three (3) Cleaners for thorough cleaning of Building 260. Work shall be performed Monday to Friday, excluding holidays.

- Two (2) Cleaners working from 5:30 am to 1:30 pm
- One (1) Cleaner working from 9:00 am to 5 pm

AREAS:

- Lunch Rooms, front and rear – 1st Floor – Building #260
- Lavatories, men and women – 1st, 2nd and 3rd Floors – Building #260
- Maintenance Locker Rooms and Showers – 1st and 2nd Floors – Building #260
- Conference Rooms – 1st, 2nd and 3rd Floors – Building #260
- Maintenance Offices – 1st Floor Building #260
- Shop Floor – 1st floor Building #260
- Lobby and Elevators – 1st, 2nd and 3rd Floors
- Police Exterior Parking Lots and Perimeter of Building 260

Lunch Room

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers.
3. Vacuum all carpeted areas.
4. Sweep all non-carpeted areas, wet mop and rinse.
5. Damp wipe and sanitize all lunchroom tables, chairs, sinks and microwaves and countertops.
6. Refill all paper dispensers.

Locker Rooms and Shower

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers.

3. Sweep, wet mop and sanitize all non-carpeted surfaces in locker and shower rooms.
4. Vacuum all carpeted areas.
5. Dust lockers.
6. Other duties as assigned.

Lobbies and Vestibules

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers.
3. Wash and rinse glass doors and frames.
4. Sweep and wet mop all non-carpeted areas.
5. Vacuum all carpeted areas.
6. Spot wash walls as necessary.

THOROUGH CLEANING OF OFFICES SHALL CONSIST OF:

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers. Place refuse in dumpster. Place recycling material where directed by the Port Authority.
3. Vacuum all rugs and spot shampoo stained carpet surfaces.
4. Spot wash walls and fabric partitions and chairs to remove stains, smears and fingerprints.
5. Dust all office furniture, blinds, vents, light fixtures, and window ledges and desks.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LAVATORIES

- Trash containers will be emptied clean, liners inserted.
- All sanitary receptacles will be clean, both inside and outside, and contain a new liner.
- No trash will be on floor.
- All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.)
- All sanitary receptacles will be empty except for a new "liner".
- All sanitary receptacles will be free of spots, stains, and finger marks.
- All sanitary receptacles will be free of odors.
- All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.
- The wall surfaces will be free of spots and smears.
- All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.
- The plumbing fixtures will be free of mold and water stains.
- All floors shall be wet mopped.

Cleaning of Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors

- All supply dispensers will be clean and free of finger marks and water spots.
- All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.

- All mirrors should be free of streaks, smudges, water spots, dust, lipstick smudges, and should not be cloudy.
- Walls, stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.
- Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.
- Particular attention should be given to the area under the urinals.

NEW JERSEY MARINE TERMINALS - BUILDING #260
FLOOR CLEANING

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
1st Floor				
Lobby and Corridor	Ceramic Tile	Spray Buff	529	40 x Year
Lobby and Corridor	Ceramic Tile	Strip and Refinish	529	12 x Year
Lobby	Ceramic Tile	Machine Scrub	150	12 x Year
Lobby	Ceramic Tile	Strip and Seal	150	4 x Year
Office – 1st Floor	Carpet	Shampoo	450	4 x Year
Administrative Lunch Room	Vinyl Tile	Spray Buff	592	40 x Year
Administrative Lunch Room	Vinyl Tile	Strip and Refinish	592	12 x Year
Men's Lavatory	Ceramic tile and Rinse	Machine Scrub Rinse	308	12 x Year
Ladies Lavatory and Locker Room	Ceramic Tile	Machine Scrub & Rinse	160	12 x Year
Men's Shower Room	Ceramic Tile	Machine Scrub & Rinse	121	24 x Year
Men's Dressing Room	Ceramic Tile and Rinse	Machine Scrub	75	12 x Year
Men's Dressing Room	Ceramic Tile	Machine Scrub & Rinse	56	12 x Year
Ladies Locker Room	Asphalt Tile	Strip and Refinish	144	23 x Year
Ladies Locker Room	Asphalt Tile	Machine Scrub & Refinish	144	3 x Year
Men's Locker Room	Ceramic Tile	Machine Scrub and Rinse	900	12 x Year
Men's Locker Room	Carpet	Shampoo	266	6 x Year
Maintenance Lunch Room	Vinyl Tile	Spray Buff	684	23 x Year
Maintenance Lunch Room	Vinyl Tile	Strip and Refinish	684	3 x Year
Maintenance Offices (4)	Carpet	Shampoo	600	4 x Year
Elevators	Carpet	Shampoo	61	12 x Year

2nd Floor

Offices	Carpet	Shampoo	4,419	4 x Year
Handicapped Lavatory	Ceramic Tile	Machine Scrub & Rinse	38	12 x Year
Ladies Lavatory	Ceramic Tile	Machine Scrub & Rinse	89	12 x Year
Men's Lavatory	Ceramic Tile	Machine Scrub & Rinse	231	12 x Year
Offices	Vinyl Tile	Strip and Refinish	350	12 x Year
Offices	Vinyl Tile	Spray Buff	350	40 x Year
1st Floor Offices	Vinyl Tile	Strip and Refinish	208	40 x Year
1st Floor Offices	Vinyl Tile	Spray Buff	280	4 x Year
1st Floor Conference Room	Carpet	Shampoo	154	4 x Year
2nd Floor Conference Room	Carpet	Shampoo	324	4 x Year

3rd Floor

Offices	Carpet	Shampoo	2,638	52 x Year
Lobby	Marble	Wet Mop	263	12 x Year
Kitchen	Tile	Machine Scrub & Rinse	612	12 x Year
Ladies Lavatory	Tile	Machine Scrub & Rinse	36	12 x Year
Handicapped Lavatory	Tile and Rinse	Machine Scrub	42	12 x Year
Men's Room	Tile	Machine Scrub & Rinse	36	12 x Year
3rd Floor Conference Room	Carpet	Shampoo	405	4 x Year

BUILDING #260 - PUBLIC LAVATORIES AND PUMP STATIONS

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Building 365	Concrete	Steam Clean Walls and floors and fixtures	300	52 x Year

Building 166	Concrete	Steam Clean Walls and floors and fixtures	112	52 x Year
Building 272	Concrete	Steam Clean Walls and floors and fixtures	150	52 x Year
Building 111 Office Areas - Pump Station	Concrete	Machine Scrub & Rinse	324	52 x Year
Building 111 Lavatory - Pump Station	Tile	Machine Scrub & Rinse	64	52 x Year

BUILDING #260 - MISCELLANEOUS CLEANING

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
1st Floor Entrance	Glass Windows & Doors	Wash Inside and Outside	256	52 x Year
Offices, 1st Floor, 2nd Floor and 3rd Floor	Glass Windows, Aluminum Frames and Mullions	Wash & Rinse Interior Glass and Aluminum	4,280	6 x Year
Offices, 1st Floor, 2nd Floor and 3rd Floor	Glass Windows, Aluminum Frames and Mullions	Wash & Rinse Exterior Glass and Aluminum	4,280	4 x Year

MODULAR OFFICES

Lobbies	Side Partition Glass	Wash Inside Only	576	52 x Year
Lobbies	Glass Panels and Side Partition Glass	Wash Outside Only	1,536	12 x Year
Lobbies	Glass Panels Weather Proof Enclosure	Wash Both Sides	9,000	4 x Year
Lobbies	Office Doors	Spot Wash Outside Only	576	52 x Year
Building 111	Window Glass	Wash Inside and	64	52 x Year

Office		Outside		

MODULAR BUILDINGS

Lobbies 1160, 1170, 1180	Various	Thorough Cleaning	1,296	250 x Year

BUILDING #260

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
2nd Floor				
Offices	Various	Thorough Cleaning	4,004	250 x Year
Lavatories	Various	Thorough Cleaning	121	250 x Year
3rd Floor				
Offices	Various	Thorough Cleaning	2,638	250 x Year
Lavatories	Various	Thorough Cleaning	386	250 x Year
Kitchen/Lunch Room	Various	Thorough Cleaning	612	250 x Year
1st Floor				
Maintenance Office	Louvers	Clean	72	4 x Year

PUBLIC LAVATORIES

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Building 166	Various	Thorough Cleaning	300	250 x Year
Building 276	Various	Thorough Cleaning	300	250 x Year
Building 365	Various	Thorough Cleaning	300	250 x Year

BUILDING #260 - EXTERIOR OF BUILDING

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of

				Cleaning
Parking Lots and Compass Street Inclusive*	Various	Police	120,960	250 x Year

* This area is defined by the south curb of Distribution Street, the north curb of Kellogg Street, the east curb of Corbin Street, and the east curb of Compass Street.

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Maintenance Garage	Concrete	Sweep	11,000	250 x Year
Elevator Cars	Carpet	Vacuum	61	250 x Year
Stairs	Concrete	Sweep	(8 Flights)	250 x Year
Building 111 Office	Various	Thorough Cleaning	324	250 x Year
Building 111	Various	Thorough Cleaning	64	250 x Year

BUILDING #111

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Pump Area	Various	Thorough cleaning	9,600	250 x Year

MODULAR BUILDINGS 1160, 1170 AND 1180

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Exterior, Front and Rear of Buildings to Fence Line	Various	Policing	60,000	104 x Year

SIGN SHOP - (BUILDING 255)
ROUTINE CLEANING

Monday to Friday, excluding Port Authority Holidays

This area consists of approximately 1,986 square feet

NOTE - Work must be completed by 11:00 a.m.

DAILY ROUTINE CLEANING

AREA: Building #255

A. The following work is to be performed in all areas except lavatories:

1) Empty and damp wipe wastebaskets in all of the above areas. Dispose of trash.
2) Dust desks, chairs, chair rails, tables, counters, window ledges, all horizontal surfaces, door fixtures, files, cabinets, and all miscellaneous equipment in office area.
3) Wash door framework and remove fingerprints from glass entrance doors.
4) Clean and disinfect water coolers in all areas.
5) Dust mop all resilient tile office floors daily footprints. Damp mop footprints. Remove scuffmarks.
6) Damp wipe desk tops.
7) Remove fingerprints, smears, etc. from glass and metal partition walls and glass inserts in all doors by damp wiping.
8) Wash and sanitize lunchroom tables, chairs, refrigerator, sink, stove units and trash receptacles.
9) Mop and rinse lunchroom floor. Avoid splashing.
10) Dust lockers and remove fingerprints. Mop, rinse and sanitize tile floors in locker rooms. Avoid splashing.
11) Remove and dispose of all trash.
12) Police exterior walkway and parking lot from curb to entrance door.
13) Dust all blinds daily.
14) Hand sweep general shop area daily.

B. The following work, where applicable, is to be performed in all lavatory areas, shower rooms and dressing rooms

1. Wash and sanitize sinks, urinals and commodes both inside and outside, including connecting piping.
2. Damp wipe walls and partitions in commode areas.
3. Damp wipe fingerprints from lavatory doors.
4. Wash and sanitize all showers, including stall walls, showerheads, piping or other surfaces.
5. Wash and sanitize mirrors, dispensers, shelves ledges, faucets, and receptacles.
6. Clean and empty all trash or other waste receptacles.
7. Fill and clean all towel soap, paper or other dispensers.
8. Mop, rinse and sanitize tile floors. Avoid splashing.
9. Remove and dispose of trash.

SIGN SHOP - (BUILDING 255) - FLOOR CLEANING

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Supervisor's Office Plus Security Area	Carpet	Shampoo	525	4 x Year

Foreman's Office	Vinyl Tile	Strip and Refinish	135	6 x Year
Foreman's Office	Vinyl Tile	Spray Buff	135	46 x Year
General Office Area	Vinyl Tile	Strip and Refinish	297	6 x Year
General Office Area	Vinyl Tile	Spray Buff	297	46 x Year
Lunch Room	Vinyl Tile	Strip and Refinish	260	6 x Year
Lunch Room	Vinyl Tile	Spray Buff	260	46 x Year
Ladies Shower & Lavatory	Vinyl Tile	Strip and Refinish	69	6 x Year
Foyer	Vinyl Tile	Spray Buff	81	46 x Year
Foyer	Vinyl Tile	Strip and Refinish	81	6 x Year
Stairs and Entrance	Various	Sweep	22	250 x Year
Ladies Shower & Lavatory	Vinyl Tile	Spray Buff	64	46 x Year
Men's Lavatory	Ceramic Tile	Machine Scrub & Rinse	191	12 x Year
Men's Locker Room	Ceramic Tile	Machine Scrub & Rinse	319	12 x Year
Men's Shower Room	Ceramic Tile	Machine Scrub & Rinse	78	12 x Year
Computer Office Area	Vinyl Tile	Spray Buff	330	46 x Year
Computer Office Area	Vinyl Tile	Strip and Refinish	30	6 x Year
Computer Office Area	Windows	Wash and Rinse	54	52 x Year
Computer Office Area	Walls	Wash and Rinse	376	4 x Year

SIGN SHOP - (BUILDING 255) - WALL CLEANING

Area	**Type of Surfaces**	**Operation**	**Sq. Ft.**	**Frequency of Cleaning**
Supervisor's Office Plus Security Area	Wallpaper	Wash and Rinse	356	1 x Year
Foreman's Office #1	Painted	Wash and Rinse	208	1 x Year
Foreman's Office #2	Painted	Wash and Rinse	256	1 x Year
General Office Area	Painted & Vinyl	Wash and Rinse	580	1 x Year
General Office Area	Panel	Dust and Polish	108	1 x Year

Locker Room	Painted	Wash and Rinse	424	1 x Year
Ladies Shower & Lavatory	Painted	Wash and Rinse	288	1 x Year
Men's Lavatory	Painted	Wash and Rinse	528	1 x Year
Men's Locker Room	Painted	Wash and Rinse	608	1 x Year
Men's Shower & Lavatory	Painted	Wash and Rinse	304	1 x Year

SIGN SHOP - (BUILDING 255) - CEILING CLEANING

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Men's Lavatory	Painted	Dust	200	1 x Year
Men's Shower Room	Painted	Dust	78	1 x Year

SIGN SHOP - (BUILDING 255) - MISCELLENOUS CLEANING

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Supervisor's Office	Glass Windows & Frames	Wash and Rinse	270	4 x Year
Foreman's Office #1	Glass Windows & Frames	Wash and Rinse	40	12 x Year
Lunch Room	Glass Windows & Frames	Wash and Rinse	140	12 x Year
Vestibule	Glass Windows & Frames	Wash and Rinse	288	12 x Year
Supervisor's Office	Blinds	Wash and Dry	120	1 x Year
Foreman's Office #1	Blinds	Wash and Dry	40	1 x Year

POLICE AREA – Building #260
MISCELLANEOUS CLEANING

PRIOR TO CLEANING THIS AREA, CONTACT MUST BE MADE WITH THE POLICE DESK AT PORT NEWARK.

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
POLICE AREA				
Office - Common Area	Various	Thorough Cleaning	1,410	104 x Year

Lavatories and Locker Rooms	Various	Thorough Cleaning	901	104 x Year

* These areas are to be cleaned Saturday and Sunday between the hours of 2:00 p.m. and 4:00 p.m.

PORT AUTHORITY POLICE DOG KENNELS - BUILDING #270

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Office	Various	Thorough Cleaning	384	730 x Year**
Lavatories	Various	Thorough Cleaning	198	730 x Year**
Locker Room	Various	Thorough Cleaning	168	730 x Year**
Kennel/Dog Bath Area	Various	Thorough Cleaning	357	730 x Year**
Dog Bath Area #2	Various	Thorough Cleaning	168	730 x Year**
Training Area	Various	Thorough Cleaning	2,500	730 x Year
Lunch Room & Foyer	Various	Thorough Cleaning	252	730 x Year**
Kennel/Dog Bath Area	Vinyl Tile	Strip and Refinish	357	12 x Year
Kennel/Dog Bath Area	Vinyl Tile	Spray Buff	357	26 x Year
Exterior Yard	Asphalt	Police	10,000	52 x Year

POLICE AREA – Building #260

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Police Areas	Vinyl Tile	Strip and Refinish	2,966	6 x Year
Police Areas	Vinyl Tile	Spray Buff	2,966	46 x Year
Men's Locker Room Lavatory	Ceramic Tile	Machine Scrub & Rinse	209	52 x Year
Women's Locker Room	Ceramic Tile	Machine Scrub & Rinse	108	52 x Year
Police Area	Carpet	Shampoo	1,500	6 x Year
Police Area	Paint	Wash and Rinse	10,314	2 x Year

** All areas marked 730 x year shall be cleaned twice each day inclusive of weekends and holidays. Cleaning shall be performed between 6:00 a.m. and 6:00 p.m.

ENGINEERING OFFICES
Express Port Plaza, Building 1160 Unit 7 McLester Ave

THOROUGH AND MISCELLANEOUS CLEANING
Daily Monday to Friday exclusive of holidays between 1:00 PM and 3:30 PM

Express Port Plaza Building 1160 Unit 7 McLester Ave

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Offices	Various	Thorough Cleaning	2,710	250 x Year
Lavatories	Various	Thorough Cleaning	160	250 x Year
Offices	Glass – Inside & Outside	Wash and Rinse	720	4 x Year

Express Port Plaza Building 1160 Unit 7 McLester Ave
WALL CLEANING

Area	Type of Surfaces	Operation	Sq. Ft.	Frequency of Cleaning
Offices	Painted	Wash and Rinse	3,614	1 x Year
Lavatories	Painted	Wash and Rinse	648	1 x Year

Engineer's Office

Area	Type of Surface	Operation	Sq. Ft. or Qty.	Frequency of Cleaning
Women's lavatory	Vinyl Tile	Spray buff	64	24 x Year
Women's lavatory	Vinyl Tile	Strip and Refinish	64	3 x Year
Women's lavatory	Light Fixture	Wash	1	1 x Year
Women's lavatory	Louver	Wash	1	1 x Year
Men's lavatory	Vinyl Tile	Spray buff	200	24 x Year
Men's lavatory	Vinyl Tile	Strip and Refinish	200	3 x Year
Men's lavatory	Light Fixture	Wash	3	1 x Year
Men's lavatory	Louver	Wash	2	1 x Year

Men's lavatory	Shower	Disinfect	1	104 x Year
Common Area	Vinyl Tile	Spray buff	1210	24 x Year
Common Area	Vinyl Tile	Strip and Refinish	1210	3 x Year
Common Area	Light Fixture	Wash	12	1 x Year
Common Area	Louver	Wash	12	1 x Year
Conference Room	Vinyl Tile	Spray buff	480	24 x Year
Conference Room	Vinyl Tile	Strip and Refinish	480	3 x Year
Conference Room	Light Fixture	Wash	6	1 x Year
Conference Room	Louver	Wash	12	1 x Year
Entrance Foyer	Vinyl Tile	Spray buff	525	24 x Year
Entrance Foyer	Vinyl Tile	Strip and Refinish	525	3 x Year
Entrance Foyer	Light Fixture	Wash	8	1 x Year
Entrance Foyer	Louver	Wash	9	1 x Year
Windows	Glass	Wash and Rinse	35	12 x Year

EXHIBIT I

(Sample Statement)

XYZ COMPANY - Contract # _____

WAGE and BENEFITS STATEMENT

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

	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
Number of Employees	_____	_____	_____	_____	_____
MINIMUM HOURLY WAGES					
RATES PAID	$9.50	$10.50	$11.50		
CONTRACT REQUIREMENTS	$10.00	$10.25	$11.25		
Difference	($0.50)	$0.25	$0.25		
Direct Wages					
Straight-Time Direct Wages	$ 375,000.00	$ 275,000.00	$ 110,000.00		
Shift Differential	2,000.00	-	-		
Total Wages	$377,000.00	$275,000.00	$110,000.00		
Health Benefits					
Health/Welfare	$ 75,000.00	$ 50,000.00	$ 40,000.00		
Total Health Benefits	75,000.00	50,000.00	40,000.00		
Supplemental Benefits					
Holiday	$ 9,500.00	$ 8,000.00	$ 9,500.00		
Vacation	4,000.00	3,000.00	4,000.00		
Sick	4,000.00	3,000.00	4,000.00		
Personal	1,000.00	1,000.00	1,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please *specify*)	-	-	-		
Total Supp. Benefits	$ 45,600.00	$ 38,500.00	$ 45,600.00		
HOURS					
Straight-Time Hours	36,600.00	25,000.00	11,000.00		
Add: Roll Call Time, *if applicable*	550.00	550.00	550.00		
Less: Relief Time, *if applicable*	(500.00)	(500.00)	(500.00)		
Less: Meal Time, *if applicable*	-	-	-		
Hours Worked	36,650.00	25,050.00	11,050.00		
Average Direct Wages Paid	$ 10.29	$ 10.98	$ 9.95		
Contract Requirements	10.25	10.50	10.75		
Difference	$ 0.04	$ 0.48	$ (0.80)		
Average Health Benefits Paid	$ 2.05	$ 2.00	$ 3.62		
Contract Requirements	$ 2.00	$ 2.00	$ 2.00		
Difference	$ 0.05	(0.00)	$ 1.62		
Average Supplemental Benefits Paid	$ 1.24	$ 1.54	$ 4.13		
Contract Requirements	$ 1.50	$ 1.70	$ 4.13		
Difference	$ (0.26)	(0.16)	$ (0.00)		
MINIMUM SALARIES (if applic.)					
SALARIES PAID				$33,375	$42,777
CONTRACT REQUIREMENTS				$33,375	$40,600
Difference				$0	$2,177

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

Statement Certified by: _____

Name *Title* *Date*

WAGE/BENEFIT STATEMENT
Contract Year June 1, xxxx to May 31, xxxx.

Wage/Benefit Categories	*Straight Time / Regular HOURS By Employee Classification*				*Straight Time / Regular WAGES By Employee Classification*			
	Cashier	Clerk	Lot Checker	Supervisor	Cashier	Clerk	Lot Checker	Supervisor
Regular Hours/Wages								
June	20,000	2,000	1,500	7,000	$ 200,000.00	$ 25,000.00	$ 15,000.00	$ 100,000.00
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
Total Regular Hours / Wages	20,000	2,000	1,500	7,000	$ 200,000.00	$ 25,000.00	$ 15,000.00	$ 100,000.00
HOLIDAY/PERSONAL BONUS								
June								
x								
x								
May								
Total								
SICK TIME ALLOWANCE								
June								
x								
x								
May								
Total								
VACATION								
June								
x								
x								
May								
Total								
PENSION								
June								
x								
x								
May								
Total								
HEALTH / WELFARE								
June								
x								
x								
May								
Total								
JURY DUTY/BEREAVEMENT								
June								
x								
x								
May								
Total								
Total Supplemental Benefits								
Total Average Wage / Supplemental Benefits								
Per Contract								
Difference								

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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 Assistant Director, Commodities and Services Division, Procurement Department..

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, or 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, or 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 Assistant Director, Commodities & Services Division, Procurement Department. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all

times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

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

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

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

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

4. **Personal Non-Liability**

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

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

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. **Rights and Remedies of the Port Authority**

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

- Execution of Port Authority Approved Non-disclosure Agreements

  At the direction of the Port Authority, the Contractor shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure agreements.

- 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 Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, 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 PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. 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 Protected Information categorized and protected as per the Handbook;

(2) require that individuals needing access to PI 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 PI to ensure that the storage and protection of PI;

(5) restrictions on the transfer, shipping, and mailing of PI;

(6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI 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 PI, from viewing such information;

(7) require that PI 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 PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;

(10) require that PI 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, Protected 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 November 14, 2013),* Protected Information, 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 required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its

agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty

d. Ensuring 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.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

   a. been indicted or convicted in any jurisdiction;
   b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
   c. had a contract terminated by any governmental agency for breach of contract or for any cause

based in whole or in part on an indictment or conviction;

d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars ($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, including an inspector general of a governmental agency or public authority.

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 March 11, 2014, or as may be revised, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications in this Part III, Sections 1 and 2, shall be deemed to have been 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. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure Policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsiveness or 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 and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, 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 and continuing 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, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, 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. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

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

At all times, 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 the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "http://www.panynj.gov/inspector-general" for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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 March 11, 2014, or as may be revised (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.

6. 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 Chief Procurement Officer in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Chief Procurement Officer, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Chief Procurement Officer may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Chief Procurement Officer and shall become a requirement, as though fully set forth in this Contract. In the event the Chief Procurement Officer 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 Chief Procurement Officer to be no longer appropriate because of such preclusion, then the Chief Procurement Officer 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. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. 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 and/or law enforcement 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; except and until the Contract has been awarded, then it shall mean Contractor
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.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21st FLOOR
NEW YORK, NY 10007

4/9/2015

ADDENDUM # 1

To prospective Bidder(s) on Bid #41925 for GENERAL CLEANING SERVICES AT THE PORT AUTHORITY'S NEW JERSEY MARINE TERMINALS (NJMT)

Due back on 4/15/2015, no later than 11:00AM

I. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

FOR INFORMATION PURPOSES ONLY, ATTACHED IS THE PRICING FROM THE MOST RECENT CONTRACT.

The Port Authority of New York and New Jersey does not guarantee the relevancy of the pricing material as it may pertain to bids solicited for other contracts. Vendors are cautioned that the use of this information, to determine future bid prices, or for any other purpose, shall be used at the vendor's own risk. Bid prices should be based on the company's costs, overhead and profit. The goods and/or services requested under the current contract, and for which the current pricing is being provided, may be based on a different specification and/or different quantity or delivery requirements than those in the instant or future solicitations.

Question #1	Is there currently a union that claims jurisdiction at the work site?
Answer #1	The Port Authority is not aware of a union claiming jurisdiction.
Question #2	Can you provide pricing from the current contractor.
Answer #2	See attached.

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

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

THE PORT AUTHORITY OF NY & NJ
KATHY LESLIE WHELAN, MANAGER
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: JLM BUSINESS SOLUTIONS LLC

INITIALED: JL

DATE: 04/14/2015

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA, WHO CAN BE REACHED AT (212) 435-4660 or at sortega@panynj.gov.

ATTACHMENT B

PART III (A) - COST PROPOSAL FORM

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

FIRST YEAR

	Lump Sum Price 1st Year
Building #260 and Associated Areas	$ 169,501.21

COST PROPOSAL FORM

FIRST YEAR

BUILDING #260

	Estimated Annual Hours		Unit Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$21.00	=	$42,000.00
Policing Auto Marine Terminals	1,664	X	$23.15	=	$38,521.60
Guard Booth Cleaning	416	X	$23.15	=	$9630.40

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- FIRST YEAR $259,653.21
(Sum of All Above)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Police	100 Hours	X	$ 23.15	=	$ 2315.00
Spray Buff	1,000 Sq. Ft.	X	$ 0.02	=	$ 20.00
Strip & Refinish	1,000 Sq. Ft.	X	$ 009	=	$ 90.00
Strip and Seal	1,000 Sq. Ft.	X	$ 009	=	$ 90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$ 001	=	$ 10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$ 001	=	$ 10.00
Wash Walls	1,000 Sq. Ft.	X	$ 003	=	$ 30.00
Wash and Rinse Light Fixtures	200 Each	X	$ .12	=	$ 24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$ 002	=	$ 20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$ 003	=	$ 30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$ 0.05	=	$ 50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Sweep Stairs	10 Flights	X	$ 0.01	=	$ 0.10
Dust and Polish Walls	1,000 Sq. Ft.	X	$ 0.01	=	$ 10.00
Lightly Rinse Blinds	10 Each	X	$ 0.12	=	$ 1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- FIRST YEAR $2940.30

FIRST YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- First Year	$253,653.21
Estimated Annual Price Extraordinary Cleaning- First Year	$2940.30
Total Estimated Contract Price Building 260 and Associated Areas – First Year	$256,593.51(a)

ATTACHMENT B

PART III (A) - COST PROPOSAL FORM

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

SECOND YEAR

	Lump Sum Price 2nd Year
Building #260 and Associated Areas	$167,612.70

COST PROPOSAL FORM

SECOND YEAR

BUILDING #260

	Estimated Annual Hours		Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$ 21.63	=	$43,260.00
Policing Auto Marine Terminals	1,664	X	$ 23.84	=	$39,669.76
Guard Booth Cleaning	416	X	$ 23.84	=	$9917.44

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- SECOND YEAR $ $260,519.96
(Sum of All Above INCLUDING LUMP SUM)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each	=	Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$23.84	=	$2384.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Sweep Stairs	10 Flights	X	$0.01	=	$0.10
Dust and Polish Walls	1,000 Sq. Ft.	X	$0.01	=	$10.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- SECOND YEAR $3,009.30

SECOND YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- Second Year	$260,519.90
Estimated Annual Price Extraordinary Cleaning- Second Year	$ 3,009.30
Total Estimated Contract Price Building 260 and Associated Areas – Second Year	$263,529.20(b)

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

THIRD YEAR

	Lump Sum Price 3rd Year
Building #260 and Associated Areas	$172,044.43

COST PROPOSAL FORM

THIRD YEAR

BUILDING #260

	Estimated Annual Hours		Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$22.28	=	$44,560.00
Policing Auto Marine Terminals	1,664	X	$24.57	=	$40,884.48
Guard Booth Cleaning	416	X	$24.57	=	$10,221.12

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- THIRD YEAR $ $267,710.03
(Sum of All Above INCLUDING LUMP SUM)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$ 90.00
Police	100 Hours	X	$24.57	=	$ 2,457.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$ 20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$ 90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$ 90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$ 10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$ 10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$ 24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$ 20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$ 50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Sweep Stairs	10 Flights	X	$0.01	=	$ 0.10
Dust and Polish Walls	1,000 Sq. Ft.	X	$0.01	=	$ 10.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$ 1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- THIRD YEAR $ 3082.30

THIRD YEAR SUMMARY BUILDING 260
AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- Third Year	$267,710.03
Estimated Annual Price Extraordinary Cleaning- Third Year	$ 3082.30
Total Estimated Price Building 260 and Associated Areas – Third Year	$270,792.33(c)

SUMMARY BUILDING 260
AND ASSOCIATED AREAS
SECTION I

Total Estimated Price Building 260
and Associated Areas – First Year $256,593.61 (a)

Total Estimated Price Building 260
and Associated Areas – Second Year $263,529.20 (b)

Total Estimated Price Building 260
and Associated Areas – Third Year $270,792.33 (c)

Total Estimated Contract Price Building 260 and Associated Areas $790,915.04 (d)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Sign Shop	$ 43,087.16

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$ 90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$ 20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$ 90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$ 90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$ 10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$ 10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$ 24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$ 20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$ 50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$ 30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$ 1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $43,1072.39(e)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Sign Shop	$ 48,977.08

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $44,562.28(f)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Sign Shop	$ 44,911.50

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $45,496.70(g)

SUMMARY SIGN SHOP
SECTION II

Total Estimated Price Sign Shop – First Year $43,672.36 (e)

Total Estimated Price Sign Shop – Second Year $44,562.28 (f)

Total Estimated Price Sign Shop –Third Year $45,496.70 (g)

Total Estimated Contract Price Sign Shop $133,731.34 (h)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Police Areas	$52,716.64

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$23.15	=	$2315.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20
Kennel Bath Area	1,000 Sq. Ft.	X	$0.05	=	$50.00

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AN PERIODIC CLEANING - FIRST YEAR $55,666.84 (i)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Police Areas	$ 53,895.30

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$23.84	=	$2384.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20
Kennel Bath Area	1,000 Sq. Ft.	X	$0.05	=	$50.00

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $56,914.50 (j)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Police Areas	$ 55,132.90

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$24.57	=	$2457.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20
Kennel Bath Area	1,000 Sq. Ft.	X	$0.50	=	$50.00

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $58,225.10 (k)

SUMMARY POLICE AREAS
SECTION III

Total Estimated Price Police Areas – First Year	$55,666.84 (i)
Total Estimated Price Police Areas – Second Year	$56,914.50 (j)
Total Estimated Price Police Areas – Third Year	$58,225.10 (k)
Total Estimated Contract Price Police Areas	$170,806.44 (l)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Engineer's Office	$43,087.16

CONTRACTOR'S PRICE SHEET

EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $43,648.36(m)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Engineer's Office	$43,977.08

CONTRACTOR'S PRICE SHEET

EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – SECOND YEAR $44,532.28 (n)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Engineer's Office	$44,911.50

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – THIRD YEAR $45,466.70(0)

SUMMARY ENGINEER'S OFFICE
SECTION IV

Total Estimated Price Engineer's Office – First Year	$43,642.36 (m)
Total Estimated Price Engineer's Office – Second Year	$44,532.28 (n)
Total Estimated Price Engineer's Office –Third Year	$45,466.70 (o)

Total Estimated Contract Price Engineer's Office $133,641.34 (p)

COST PROPOSAL FORM

Total Estimated Contract Price Building 260 and Associated Areas	$790,915.04 (d)
Total Estimated Contract Price Sign Shop	$193,731.34 (h)
Total Estimated Contract Price Police Areas	$170,806.44 (l)
Total Estimated Contract Price Engineer's Office	$139,641.34 (p)
Total Estimated Contract Price (Three Years) (Sum of d+h+l+p)	$1,229,094.16

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

FAX: 516-767-9200

Aero Snow Removal Corp.
30 Sagamore Hill Drive
Port Washington, NY 11050
ATTN: William F. Wynperle, Jr. – Executive Vice President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794

Dear Mr. Wynperle:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE:

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

BID NO.: 38794

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

BID DUE DATE: AUGUST 6, 2014 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

Aero Snow Removal Corp.
(NAME OF BIDDING ENTITY)

30 Sagamore Hill Drive
(ADDRESS)

Port Washington, NY 11050
(CITY, STATE AND ZIP CODE)

William F. Wynperle, Jr., Executive Vice President — 516-944-3100
(REPRESENTATIVE TO CONTACT-NAME & TITLE) — (TELEPHONE)

516-767-9200
(FEDERAL TAX I.D. NO.) — (FAX NO.)

08-06-14A11:13 RCVD

X BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

BID #38794

VENDOR'S NAME: Aero Snow Removal Corp.
ADDRESS: 30 Sagamore Hill Drive, Port Washington, NY 11050
CONTACT NAME: Fred Gonzalez
TELEPHONE #: 516-944-3100
FAX #: 516-767-9200
EMAIL ADDRESS: fgonzalez@aerosnow.com

Rates quoted are for all time frames. No additional charges or overtime.

(1) FACILITY TO SERVICE	(2) NO. OF UNITS	(3) TYPE & MAKE	(4) MODEL & YEAR	(5) TYPE OF BODY	(6) BODY SIZE (YARDS)	(7) BLADE & BUCKET SIZE	(8) REVERSIBLE (YES OR NO)	(9) HAULAGE RATE PER UNIT/PER MOVE: Flat Rate or Hourly	(9) O/T Hour (TH)	(9) O/T Hour (DT)	(10) STANDBY RATE PER UNIT: Hourly	(10) O/T Hour (TH)	(10) O/T Hour (DT)	(11) OPERATING RATE PER UNIT: Hourly	(11) O/T Hour (TH)	(11) O/T Hour (DT)	(12) MIN. HOUR PER CALL/ PER UNIT	(13) OVER TIME HOURS IN EFFECT (TH)	(13) (DT)	(14) LOC. OF EQUIP.	SPECIAL RATES (if any)
All Facilities	10	Dump Trucks	Various	Dump	17 cy		No	345.00	—	—	120.00	—	—	185.00	—	—	8	—	—	JFK - EWR	
	10	Truck Plows	Various	Dump	12-17 cy	10' - 11'	Yes	410.00	—	—	110.00	—	—	200.00	—	—	8	—	—		
	6	4x4 w/Plows	Various	Pick Up	6' - 8'	7'	Yes	240.00	—	—	90.00	—	—	125.00	—	—	8	—	—		
	4	4x4 w/ Plow/Spreader	Various	Hopper	2 cy	7' - 8'	Yes	240.00	—	—	120.00	—	—	205.00	—	—	8	—	—		
	10	Payloader	Cat 930 or equal	—	—	3 cy	No	490.00	—	—	160.00	—	—	190.00	—	—	8	—	—		
	10	Payloader	Cat 950 or equal	—	—	4 cy	No	565.00	—	—	160.00	—	—	230.00	—	—	8	—	—		
	10	Payloader	Cat 966 or equal	—	—	5 cy	No	565.00	—	—	160.00	—	—	265.00	—	—	8	—	—		
	5	Payloader	Cat 980 or equal	—	—	6 cy	No	670.00	—	—	185.00	—	—	325.00	—	—	8	—	—		
	3	Payloader	Cat 988 or equal	—	—	7 cy	No	670.00	—	—	185.00	—	—	340.00	—	—	8	—	—		
	3	Rubber Tire Dozer	Mich 280	—	—	20' - 30'	No	765.00	—	—	215.00	—	—	375.00	—	—	8	—	—		
	2	Rubber Tire Dozer	Trojan	—	—	20'	Yes	680.00	—	—	250.00	—	—	410.00	—	—	8	—	—		
	5	Rubber Tire Dozer	Cat 834	—	—	12' - 15'	No	995.00	—	—	250.00	—	—	455.00	—	—	8	—	—		
	4	Skid Steer Load w/ Bucket	1996	—	—	66"	No	250.00	—	—	110.00	—	—	155.00	—	—	8	—	—		
	4	Skid Steer Load w/ Broom	1996	—	—	6'	Yes	260.00	—	—	110.00	—	—	165.00	—	—	8	—	—		
	2	Sand/Salt Spreaders	Various	Hopper	2-3 cy	—	No	230.00	—	—	110.00	—	—	155.00	—	—	8	—	—		
	2	Sand/Salt Spreaders	Various	Hopper	4-7 cy	—	No	230.00	—	—	110.00	—	—	165.00	—	—	8	—	—		
	2	Sand/Salt Spreaders	Various	Hopper	16 cy	—	Yes	350.00	—	—	110.00	—	—	285.00	—	—	8	—	—		

08-06-14A11:1[illegible] RCVD

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

BID #38794

VENDOR'S NAME: Aero Snow Removal Corp.
ADDRESS: 30 Sagamore Hill Drive, Port Washington, NY 11050
CONTACT NAME: Fred Gonzalez
TELEPHONE #: 516-944-3100
FAX #: 516-767-9200
EMAIL ADDRESS: fgonzalez@aerosnow.com

(1) FACILITY TO SERVICE	(2) NO. OF UNITS	(3) TYPE & MAKE	(4) MODEL & YEAR	(5) TYPE OF BODY	(6) BODY SIZE (YARDS)	(7) BLADE & BUCKET SIZE	(8) REVERSIBLE (YES OR NO)	(9) HAULAGE RATE PER UNIT/PER MOVE			(10) STANDBY RATE PER UNIT			(11) OPERATING RATE PER UNIT			(12) MIN. HOUR PER CALL/ PER UNIT	(13) OVER TIME HOURS IN EFFECT		(14) LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
All Facilities	2	Sand/Salt Spreader w/Plow		Hopper	16 cy	10' - 11'	Yes	420.00	—	—	110.00	—	—	285.00	—	—	8	—	—	JFK-EWR	
	2	Liquid Deicer Trucks	Various	1,000 Gallon	—	—	—	365.00	—	—	220.00	—	—	440.00	—	—	8	—	—		
	4	Portable Snow Melters	Various	100-600 T/Hr	—	—	—	1,050.00	—	—	5.95 ton/hr of rated melt capacity			11.95 ton/hr of rated melt cap			6	—	—		
	3	Self Propelled Snow Melter		100-350 T/Hr	—	—	—	1,050.00	—	—	5.95 ton/hr of rated melt capacity			11.95 ton/hr of rated melt cap			6	—	—		

08-06-14A11:15 RCVD

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

FAX: 973-684-1355

Railroad Construction Company, Inc.
75-77 Grove Street
Paterson, NJ 07503
ATTN: Joseph Vaccaro – Vice President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794

Dear Mr. Vaccaro:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE:

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

BID NO.: 38794

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

BID DUE DATE: AUGUST 6, 2014 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

14-05-14A11:14 RCVD

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

RAILROAD CONSTRUCTION COMPANY, INC.
(NAME OF BIDDING ENTITY)

75-77 Grove Street
(ADDRESS)

Paterson, New Jersey 07503
(CITY, STATE AND ZIP CODE)

Joseph Vaccaro, Vice-President — (973) 684-0362
(REPRESENTATIVE TO CONTACT-NAME & TITLE) — (TELEPHONE)

(973) 684-1355
(FEDERAL TAX I.D. NO.) — (FAX NO.)

✓ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

BID #38794

VENDOR'S NAME:	**RAILROAD CONSTRUCTION COMPANY, INC.**
ADDRESS:	75-77 Grove Street, Paterson, N.J. 07503
CONTACT NAME:	Joseph Vaccaro, Vice-President
TELEPHONE #:	(973) 684-0362
FAX #:	(973) 684-1355
EMAIL ADDRESS:	Bidgroup@rccmail.net

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		
PN	2	Pay Loader	Kom 320		2-3 CY	2-3 CY		700.00	725.00	750.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
HCMF			1997/2001																		
JSTC																					
JCAMT																					
	7	Pay Loader	Kom 380 or		4 CY	4 CY		700.00	725.00	750.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
			Equiv.																		
			1998/2003																		
	3	Pay Loader	Kom 450 or		5 CY	5 CY		700.00	725.00	750.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
			Equiv.																		
			1995/2003																		
	8	Backhoe	JD410 or		2 CY	2 CY		700.00	725.00	750.00	240.00	260.00	280.00	290.00	315.00	345.00	8			Edison NJ	
			Equiv.																		
			1995/2002																		

08-06-14A11:14 RCVD

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

FAX: 516-371-1763

Snowlift, LLC
96 Commercial Street
Freeport, NY 11520
ATTN: Michael Ferrucci – Vice President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794

Dear Mr. Ferrucci:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE:

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

BID NO.: 38794

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

BID DUE DATE: AUGUST 6, 2014 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

SnowLift LLC
(NAME OF BIDDING ENTITY)

96 Commercial Street
(ADDRESS)

Freeport, NY 11520
(CITY, STATE AND ZIP CODE)

Joseph Ferrucci Vice President 516-239-2123
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

516-371-1763
(FEDERAL TAX I.D. NO.) (FAX NO.)

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

X OTHER (SPECIFY): Limited Liability Company

08-06-14A11:15 RCVD

09-05-14A11:15 RCVD

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

BID #38794

VENDOR'S NAME: SNOWLIFT LLC
ADDRESS: 96 COMMERCIAL STREET, FREEPORT, NY 11520
CONTACT NAME: MICHAEL FERRUCCI
TELEPHONE #: 516-239-2123, 516-779-0422 CELL, 718-656-8870 ANS SERVICE
FAX #: 516-371-1763
EMAIL ADDRESS: mike@snowlift.com

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOURS PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	O/T Hours (TH)	O/T Hours (DT)		(TH)	(DT)		
ALL	50	(A) TRUCK W PLOW	VARIOUS			11'	YES	$410			$100			$190			8				
ALL	15	(B) DUMP TRUCK	VARIOUS		17			$335			$110			$180			8				
ALL	15	(C) DUMP TRAILER	FRUEHAUF OR EQUIV.		35			$440			$100			$220			8				
ALL	30	(D) 4X4 W PLOW	VARIOUS			7'	YES	$238			$85			$120			8				
ALL	15	(E) PAYLOADER	CAT 930 OR EQUIV.		2 - 3			$475			$150			$185			8				
ALL	10	(F) PAYLOADER	CAT 950 OR EQUIV.		4			$550			$150			$215			8				
ALL	10	(G) PAYLOADER	CAT 966 OR EQUIV.		5			$550			$150			$250			8				
ALL	10	(H) PAYLOADER	MICH 175 OR EQUIV.		6			$650			$175			$290			8				
ALL	15	(I) PAYLOADER	CAT 980 OR EQUIV.		7			$650			$175			$320			8				
ALL	30	(J) SNOWLIFT SPECIALIZED SNOW DOZERS	VARIOUS			MIN 20 - 32'	YES	$740			$200			$350			8				
ALL	5	(K) PORTABLE SNOW MELTERS	VARIOUS		40 TON/HR			$1,005			$5/ PER TON PER HR RATED CAPACITY			$12.50/ PER TON PER HR RATED CAPACITY			8				
ALL	35	(K-1) PORTABLE SNOW MELTERS	VARIOUS		100 TO 350 TON/HR			$1,005			$5/ PER TON PER HR RATED CAPACITY			$9.50/ PER TON PER HR RATED CAPACITY			8				

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOURS PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	O/T Hours (TH)	O/T Hours (DT)	Hourly	O/T Hours (TH)	O/T Hours (DT)		(TH)	(DT)		
ALL	30	(L) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV.	VARIOUS		7 TO 10			$225			$100			$165			8				
ALL	10	(M) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV.	VARIOUS		2 TO 5			$225			$100			$155			8				
ALL	10	(N) SKIDSTEER OR EQUIV W BUCKET OR 8' BLADE	VARIOUS					$250			$100			$160			8				
ALL	1	(O) TRACK LOADER OR DOZER	VARIOUS	CAT 963				$850			$200			$425							
ALL	25	(P) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV. WITH ROAD PLOW	VARIOUS		16			$450			$100			$265			8				
ALL	25	(Q) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV.	VARIOUS		16			$450			$100			$265			8				
ALL	25	(R) MECHANICAL HIGHWAY SAND SPREADER OR EQUIV.	VARIOUS		5 TO 7			$450			$100			$210			8				
ALL UNITS ARE STORED AT JFK, LGA, AND EWR																					
FOLLOWING NUMBERS WILL BE MANNED DURING ACTUAL SNOW EVENTS																					
JFK - 718-656-8870 MICHAEL FERRUCCI																					
LGA - 718-476-5570 JIM FLIEDNER																					
EWR - 973-824-5252 STEVE WILKINSON																					
SIGNED AT 96 COMMERCIAL STREET, FREEPORT, NY 11520 AS OF AUGUST 21, 2012																					

THE PORT AUTHORITY OF NY & NJ

September 12, 2014

FAX: 516-767-9200

Tully Environmental Inc.
127-50 Northern Blvd.
Flushing, NY 11368
ATTN: Peter K. Tully - President

RE: EMERGENCY SNOW REMOVAL EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015 BID #38794

Dear Mr. Tully:

Your rates for snow removal addressed to the referenced requirement have been received and transmitted to all Facility Managers for areas you wish to service. You will be contacted directly by Facility Manager if your services are requested. The Port Authority will reimburse for tolls incurred by the Contractor during snow removal operations at our Facilities under this Contract. The Port Authority will not reimburse for tolls incurred during traveling to and from these Facilities. The Contractor is required to submit a copy of their EZ Pass statement along with the invoice in order to be compensated.

Very truly yours,

Selene Ortega
Operations Manager
Commodities & Services Division
Procurement Department

Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE:

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

BID NO.: 38794

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

BID DUE DATE: AUGUST 6, 2014 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

Tully Environmental Inc.
(NAME OF BIDDING ENTITY)

127-50 Northern Boulevard
(ADDRESS)

Flushing New York 11368
(CITY, STATE AND ZIP CODE)

Peter K. Tully
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

718-446-7000
(TELEPHONE)

(FEDERAL TAX I.D. NO.)

718-458-5799
(FAX NO.)

✓ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2012-2013 SCHEDULE OF EQUIPMENT AND PRICES

VENDOR'S NAME: TULLY ENVIRONMENTAL, INC. BID#30260
ADDRESS: 127-50 NORTHERN BOULEVARD, FLUSHING NEW YORK 11368
CONTACT NAME: DEAN DEVOE
TELEPHONE #: 718-446-7000
FAX#: 718-458-5199
EMAIL ADDRESS: DDEVOE@TULLYENVIRONMENTAL.COM

Facility to Service	No. of Units	Type & Make	Model & Year	Type of Body	Size Body Yards	Size Blade and Bucket	Reversible (Yes or No)	HAULAGE RATE PER UNIT/PER MOVE FLAT RATE OR HOURLY O/T HOURS (TH) O/T HOURS (DT)	STANDBY RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT)	OPERATING RATE PER UNIT HOURLY O/T HOURS(TH) O/T HOURS (DT)	Min. Hour Per Call Per Unit (If any)	Loc. Of Equip.	Special rates & Hours when Overtime is in effect
LGA/ JFKIA	10	CAT 966 Loader				4.0 YD Bucket	No	500/Move Each Way 750/Move Each Way TH	ST-210.00 TH - 315.00 DT - 315.00	ST-287.5 TH - 397.5 DT - 397.50	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	2	Komatsu WA 500 Loader				4.5 YD Bucket	No	500/Move Each Way 750/Move Each Way TH	ST-210.00 TH - 315.00 DT - 315.00	ST-287.5 TH - 397.5 DT - 397.50	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	20	CAT 446 or Equivalent				2.0 YD Bucket	No	500/Move Each Way 750/Move Each Way TH	ST-170.00 TH-300.00 DT - 340.00	ST-263.75 TH-380.75 DT - 380.75	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	2	CAT 950 Loader				3.0 YD Bucket	No	500/Move Each Way 750/Move Each Way TH	ST-210.00 TH - 315.00 DT - 315.00	ST-287.5 TH - 397.5 DT - 397.50	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays
LGA/ JFKIA	20	Dump Trailer w/ Tractors		Dump Trailer	50 YDS		No		ST-135.00 OT-200.00 DT - 270.00	ST-180.00 OT-250.00 DT - 360.00	8	Flushing	ST Rate M-F 7-3pm; TH M-F 3pm - 7am, Sat; DT Sundays and Holidays

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE:

TITLE: EMERGENCY SNOW REMOVAL AND EQUIPMENT AT VARIOUS PORT AUTHORITY FACILITIES – SNOW SEASON 2014-2015

BID NO.: 38794

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BID DUE DATE: AUGUST 6, 2014 TIME: 11:00 AM

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

_____
(NAME OF BIDDING ENTITY)

_____
(ADDRESS)

_____
(CITY, STATE AND ZIP CODE)

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

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

_____ BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

INFORMATION FOR VENDORS

1. Study all documents carefully. Return one (1) copy.

2. Prospective Vendors should fill out all applicable columns on the "Schedule of Equipment and Prices" attached hereto for each type of equipment unit. Read the following carefully.

   Column 1
   The Vendor should list the Facilities they wish to service and identify them with the Facility Code from the "Port Authority Facilities" list below.

   Columns 2
   The Vendor must fill out as indicated in the heading of the column.

   Column 3
   The Vendor must list the type and make of each equipment he/she is offering to the Port Authority at the various Facilities. Selection of Vendors will be based in part on the submission of rates for said equipment. Vendors may, however, offer rates for additional snow removal equipment, which will only be utilized when, in the sole opinion of the Facility Manager, the said listed equipment is not sufficient for the proper removal of snow at the Facility. Allow one letter for each particular class of equipment.

   Ex. (A) Dump Truck - Mack
   (B) Payloaders - Michigan
   (C) Bulldozers - Caterpillar

   Note: When invoicing the lessor, the Vendor shall refer to the equipment by the exact description shown in the original submission and by the alphabetical code for the class of equipment.

   Columns 4, 5, 6, 7, and 8
   The Vendor must fill out as indicated in the headings of each column.

   Column 9
   The Vendor should list in this column either a flat rate of compensation or an hourly charge per unit/per move, if any, for haulage of the equipment unit and the personnel necessary to operate it. This rate should indicate the cost per move for either moving the equipment to a Facility or removing it. Additionally, the Vendor should list a flat rate per move for haulage during overtime hours, utilizing the abbreviations "TH" to any time and a half rates and "DT" to any double time rates.

   Column 10
   The Vendor should list an hourly rate (straight time) of compensation for the unit of equipment and the labor for operating such unit during the time when the unit is at a Port Authority Facility on standby as a result of notification by the Port Authority but not actually in service. Additionally, if the Vendor is obligated to pay overtime wages to the labor operating the

equipment, he/she should indicate in this column the standby overtime rate, which reflects the Vendor's overtime obligation.

NOTE:
Wherever the Vendor is requested to indicate an overtime rate, he/she should affix the abbreviation "TH" to any time and half rate and "DT" to any double time rate.

Example: TH - $17.50
DT - $20.00

Column 11
The Vendor should list the hourly straight time rate of compensation for the unit of equipment and the personnel necessary to operate it while the equipment is actually engaged in snow removal operations at a Port Authority Facility. Additionally, the Vendor should list the overtime-hourly rate for the labor and equipment while they are actually engaged in snow removal operations at the Facility. The Vendor should affix the abbreviation "TH" to any time and a half rates, and "DT" to any double time rates.

Column 12
The Vendor should list the minimum hours per call he/she must be compensated for. Compensation for this minimum time shall be based on the hourly operating rate for the hours the equipment was actually in service and the remaining guaranteed minimum hours shall be paid for at the standby rate. E.G., if the lessor is to be paid for a minimum of eight (8) hours per call and his equipment is needed and used for only four (4) hours, he/she shall be paid for four (4) hours at the applicable operating rate (straight time or overtime) and four (4) hours at the applicable standby rate (straight time or overtime.)

Column 13
The Vendor shall list the hours when the overtime rates shall be in effect. Overtime hours should be indicated by letters "TH" affixed thereto whenever the lessor wishes to indicate time and a half hours. If the Vendor is also obligated to pay double time rates at any time, he/she should also indicate in this column when such rates are to be in effect. The abbreviation "DT" may be used indicating these double time hours.

Example -- hours when overtime is in effect:
TH - 4:00 p.m. to 8:00 a.m., Monday through Friday and all day Saturday.
DT - all day Sunday and Holidays.

If the Vendor does not specifically indicate in this column the hours when rates other than straight time rates shall be in effect, it shall be conclusively presumed that the straight time rate indicated shall apply at all times during which the Vendor is engaged, at any of the Facilities.

The Vendor should also include in this column, any special notes that he/she feels may be necessary.

Column 14
The Vendor should list the location where its equipment is normally parked/stored.

4. Sign at the end of the Request for Rates, inserting address and date of signature.

5. Request for Rates will be received until 11:00 a.m. on the date specified on the cover, in the office of the Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, New Jersey 07302. Request for Rates shall be submitted in a sealed envelope and conspicuously endorsed "Snow Removal."

6. Any questions by prospective Vendor, concerning the documents may be addressed to the Buyer, Selene Ortega, via e-mail at sortega@panynj.gov, who, however, is authorized only to direct the attention of prospective Vendors to various portions of the documents so that they may read and interpret such portion for themselves. Neither Buyer nor any other employee of the Authority is authorized to give interpretations of any portion of the documents or to give information as to the requirements of the documents in addition to that contained in the documents.

   Interpretations of the documents or additional information as to its requirements, where necessary, shall be communicated to Vendors only by written addendum, which addendum shall be considered part of this Request for Rates. Accordingly, nothing contained herein and no representation, statement or promise, oral or in writing, of the Authority, its Commissioners, officers, agents or employees shall impair or limit the effect of the warranties of the lessor contained in the Request for Rates.

7. Inasmuch as the transaction hereunder with the Port Authority as a public corporation created by compact between the States of New York and New Jersey, are exempt from taxation, the Vendor warrants that no Federal, State or other taxes have been included in his prices.

8. It is the intention of the Port Authority to accept all properly submitted Request for Rates and formulate a listing from which the Facility Managers may contact various Vendors to effectively accomplish snow removal operations taking due consideration of, among other things, applicable rates, types of equipment, rapid availability thereof, and level of proficiency.

9. The Vendor's attention is called to the fact that the schedules, which form a part of the Request for Rates, provide for the sole and exclusive compensation hereunder. If Vendors need to make additional charges, he/she must indicate them on said Schedule in the box marked "Special Rates".

10. The equipment to be leased will not be utilized in areas under specific contract with other Vendors or in areas where Port Authority Facility staff performs snow removal operations.

11. Union Jurisdiction - prospective Vendors are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations performed hereunder.

12. 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 - $ 10 million combined single limit per occurrence for bodily injury and property damage liability.

Commercial Automobile Liability Insurance - covering "any" vehicles on the broadest commercially available form:

a. $ 10 million combined single limit for bodily injury and property damage liability each accident.
b. $ 25 million combined single limit for bodily injury and property damage liability each accident for autos operating Airside in airports without an authorized escort.

In addition, the liability policy (ies) shall name "The Port Authority of New York and New Jersey and its related entities, their commissioners, directors, officers, partners, employees, The State of New York, The City of New York, AFCO AvPorts Management LLC, New York State Department of Transportation and agents as additional insureds", 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. Any and all excess and umbrella policies shall 'follow form' by conforming to the underlying policies. 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 maintenance/warrantee/guarantee period.

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

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any 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#4571N**

PLEASE SUBMIT YOUR CERTIFICATE WITH YOUR RATES

PORT AUTHORITY FACILITIES

FACILITY CODE	FACILITY NAME
GWBBS	GEORGE WASHINGTON BRIDGE BUS STATION
GWB	GEORGE WASHINGTON BRIDGE
LT	LINCOLN TUNNEL
HT	HOLLAND TUNNEL
SIB	STATEN ISLAND BRIDGE
JFK	JOHN F KENNEDY INT'L AIRPORT
LGA	LAGUARDIA AIRPORT
EWR	NEWARK LIBERTY INT'L AIRPORT
TET	TETERBORO, AIRPORT
PATH	YARDS AND STOCKROOMS
BATH	BATHGATE INDUSTRIAL PARK
PABT	PORT AUTHORITY BUS TERMINAL
PATC	PORT AUTHORITY TECHNICAL CENTER
PN	PORT NEWARK
JCAMT	JERSEY CITY AUTO MARINE TERMINAL
EPAMT	ELIZABETH PA MARINE PARK
BPAMT	BROOKLYN PA MARINE TERMINAL
JSTC	JOURNAL SQUARE TRANSPORTATION CENTER
BB	BAYONNE BRIDGE
GB	GOETHALS BRIDGE
HCMF	HARRISON CAR MAINTENANCE FACILITY
HH	HOWLAND HOOK
OBX	OUTERBRIDGE CROSSING
WTC	WORLD TRADE CENTER SITE
IPY	INDUSTRIAL PARK AT YONKERS
PI	PORT IVORY, STATEN ISLAND
BCT	BROOKLYN CRUISE TERMINAL
BP	BROOKLYN PIERS
TELE	TELEPORT, STATEN ISLAND, NY
SWF	STEWART AIRPORT
NLCC	NEWARK LEGAL COMMUNICATIONS CENTER
ECRRC	ESSEX COUNTY RESOURCE RECOVERY CENTER
NLCC	A.F.I. BUILDING, ELIZABETH INDUSTRIAL PARK
2 MONT	2 MONTGOMERY STREET
ACY	ATLANTIC CITY INTERNATIONAL AIRPORT

REQUEST FOR RATES

EQUIPMENT WITH LABOR, FOR SNOW REMOVAL
WINTER SEASON - 2014- 2015
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

TO: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The undersigned, hereinafter called the "lessor," hereby offers and agrees to lease equipment, with labor necessary for its operation if and when requested from time to time by a Port Authority Facility Manager for snow removal during the winter season 2014-2015 at the Facility or Facilities indicated hereafter and at the rates specified herein. The Authority in no way represents or guarantees that it will request any equipment from the lessor nor does the lessor guarantee that he will furnish the equipment when requested by the Authority. If, during the winter season 2014 - 2015 all or part of the lessor's equipments becomes unavailable, the lessor shall so inform the Manager, Commodities and Services Division, in writing. As used herein "Manager" shall mean the Manager of the particular Authority Facility involved or his duly authorized representative acting within the scope of the particular authority vested in him.

Upon each request of the Manager to lease snow removal equipment specified in the "Schedule of Equipment and Prices" and upon the actual furnishing of said equipment by the lessor, the terms and conditions contained herein shall be binding on the parties, lessor and the Port Authority.

The lessor's sole compensation, in full consideration for the performance of all his obligations hereunder, shall be an amount determined from the number of hours during which the equipment is actually furnished at the specific request of the Manager and prices in the "Schedule of Equipment and Prices" quoted by the lessor attached hereto and made a part hereof, and such compensation only. Moreover, no payment will be made merely for time when equipment is available but is located away from Port Authority property or brought to a Facility without being specifically requested. Payment will only be made from time when the equipment and labor actually arrive at a place on the Authority's property designated by the Manager until the time the equipment is no longer needed or is dismissed by the Manager, whichever is earlier unless otherwise indicated on the "Schedule of Equipment and Prices." If the lessor is contractually obligated to pay overtime (overtime means any additional charge for working on workdays, holidays, or weekends,) he/she must fill in the applicable columns of the "Schedule of Equipment and Prices," clearly stating when the lessor must pay overtime and such information shall be used to determine the extent to which the Authority shall reimburse the lessor for overtime. If the columns where overtime is required are not filled out this will be a final determination by the lessor that no claim for overtime will be made. The lessor agrees to service the Facilities, which have been indicated on the "Schedule of Equipment and Prices."

The lessor assumes the following risk whether such risks arise from acts or omissions (negligent or not) of the lessor, the Authority or third persons or from any cause, excepting only risks occasioned solely by affirmative willful acts of the Authority done subsequent to the furnishing of the snow removal equipment at the request of the Manager, and shall indemnify the Authority for all loss and expense incurred in connection with risk (b) and (c) below: (a) the risks of loss or damage to any property of the lessor; (b) the risk of claims, whether made against the lessor

or the Authority, for loss or damage occurring to any property of the lessor's agents, employees, subcontractors, materialmen and others performing work hereunder; (c) the risk of claims for injuries, damage and loss of any kind, just or unjust, of third persons arising or alleged to arise out of the leasing or use of equipment or labor hereinunder whether such claims are made against the lessor or the Authority. This paragraph shall not limit the responsibilities the lessor would have in the absence of this paragraph. No third party rights are created hereunder.

No payment for or acceptance of any equipment leased hereunder or any other act or omission of the Authority or the Manager shall operate to release the lessor from any obligation under or upon this agreement or stop the Authority from showing at any time that such payments, acceptances, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due and any damages sustained by the Authority.

Any assignment or other transfer of the obligations hereunder or any monies due or to become due hereunder without the written consent of the Authority shall be void and of no effect as to the Authority.

No Commissioner, officer, agent or employee of the Authority shall be held personally liable, hereunder, or in connection with this Agreement.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2 Montgomery Street – 3rd Floor
Jersey City, NJ 07302
(Requirement of Contractor)

This agreement contains the entire understanding between the parties and consists of this "Request for Rates," the attached "Schedule of Equipment and Prices," the "Information for Vendors," and Addendum, if any. Except as elsewhere specifically provided otherwise, no change in, modification, or termination of the terms hereunder shall be effective unless in writing and signed by the party to be charged therewith.

Name: _____

Signature: _____

Dated: _____

Title: _____

Address: _____

Tel #: _____

Fax: _____

E-mail: _____

(LESSOR'S SEAL)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
2014-2015 SCHEDULE OF EQUIPMENT AND PRICES

BID #38794

VENDOR'S NAME:
ADDRESS:
CONTACT NAME:
TELEPHONE #:
FAX #:
EMAIL ADDRESS:

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)			(10)			(11)			(12)	(13)		(14)	
FACILITY TO SERVICE	NO. OF UNITS	TYPE & MAKE	MODEL & YEAR	TYPE OF BODY	BODY SIZE (YARDS)	BLADE & BUCKET SIZE	REVERSIBLE (YES OR NO)	HAULAGE RATE PER UNIT/PER MOVE			STANDBY RATE PER UNIT			OPERATING RATE PER UNIT			MIN. HOUR PER CALL/ PER UNIT	OVER TIME HOURS IN EFFECT		LOC. OF EQUIP.	SPECIAL RATES (if any)
								Flat Rate or Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)	Hourly	O/T Hour (TH)	O/T Hour (DT)		(TH)	(DT)		

THE PORT AUTHORITY OF NY & NJ

February 9, 2009

Lillian D. Valenti
Director, Procurement

OVERNIGHT MAIL
AND VIA FAX (201) 883-1212
Ricardo Lopez, Vice President and Chief Operating Officer
Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601

RE: GENERAL CLEANING AT THE PORT AUTHORITY NEW JERSEY MARINE TERMINALS; REQUEST FOR PROPOSAL # 16608; CONTRACT #4600007630; PO #4500059954 FOR PORT NEWARK, BUILDING 260 AND ASSOCIATED AREAS; PO#4500059956 FOR THE SIGN SHOP; PO#45000059955 FOR THE POLICE AREAS; PO#450000059957 FOR THE ENGINEER'S OFFICE

Dear Mr. Lopez:

The Port Authority of New York and New Jersey ("The Port Authority" or "the Authority") hereby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with Cristi Cleaning Service Corp., ("the Contractor") for the performance of the above-referenced services.

The Agreement between the parties shall consist of the following, stated in order of precedence in case of conflict or inconsistency:

1. this Letter of Acceptance.

2. the Contractor's Best and Final Offer dated November 18, 2008 and the Contractor's faxed transmittal dated December 10, 2008, which changes the Contractor's vehicle requirements.

3. the Contractor's response to the Port Authority's Request for Clarification dated November 13, 2008, with the exception of Questions 17 and 18.

4. the following sections of the Contractor's Proposal dated October 20, 2008: Letter of Transmittal; Executive Summary; Agreement on Terms of Discussion; Certification with Respect to the Contractor's Integrity Provisions; Cost Proposal Form, Calculation of Hourly Rate forms for the Cleaner and Lead Cleaner; Management Approach which includes the M/WBE Participation Plan; Experience and Management Capabilities which includes Cristi Cleaning Service Cleaning Operations Manual; Staffing Management which includes the PPO Plan from FCE Benefits Administrators, Inc and Identity Check/Background Screening Plan; Addenda 1 and 2; Acceptance of Port Authority Standard Contract Terms and Conditions; Attachment G - Certified Environmentally Preferable Products/Practices.

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

5. the Port Authority's Request for Proposal (RFP) entitled "General Cleaning at the New Jersey Marine Terminals" and Addenda #1 and #2 thereto issued by the Port Authority.

Further, as agreed upon in your fax transmittal of December 10, 2009, on page 51 of Section S10, Contractor's Vehicles (2) – Parking - Licenses, first paragraph, delete this paragraphs in its entirety and replace with:

"The Contractor's vehicle requirements for the duration of this contract shall be one pickup truck with the capability of transporting a minimum of six (6) passengers and equipment as well as having a power lift gate capable of lifting the equipment required under this Contract. The Contractor shall also provide one Ford Econoline van or Port Authority approved equal, with two passenger capacity and the ability to transport supplies and equipment. These vehicles shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles shall have a "back up" beeper."

This Agreement shall be in effect for a three (3) year period commencing on March 1, 2009 and terminating on February 29, 2012 subject to earlier termination or extension as provided in the Agreement. For payment, invoicing and administrative purposes, this Agreement will be assigned Purchase Order #4500059954 for Port Newark, Building 260 and Associated Areas, Purchase Order # 4500059956 for the Sign Shop, Purchase Order # 4500059955 for the Police Areas and Purchase Order # 4500059557 for the Engineer's Office.

If you are in agreement with the above, please indicate such agreement by signing the duplicate originals of this Letter of Acceptance below and returning both to the attention of Kathy Leslie Whelan, 7th Floor, at the above address. A copy is enclosed for your records.

Very truly yours,

The Port Authority of New York & New Jersey

By: _____
Title: Director of Procurement Department
Date: 2/18/10

approved
2/13/09

Agreed:
Cristi Cleaning Service Corp.

By: _____
Title: V. President
Date: 2/12/09

November 18, 2008

Attn: Kathy Leslie Whelan
The Port Authority of NY & NJ
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

RE: GENERAL CLEANING SERVICES AT THE NEW JERSEY MARINE TERMINALS
PROPOSAL #16608 – BEST AND FINAL OFFER (BAFO)

Dear Ms. Whelan,

On behalf of Cristi Cleaning Service, I am pleased to inform you that after carefully revising our cost proposal, our Best and Final Offer is as follows.

Total Estimated Contract Price Building 260 and Associates Areas	*$790,915.04*
Total Estimated Contract Price Sign Shop	*$133,731.34*
Total Estimated Contract Price Police Areas	*$170,806.44*
Total Estimated Contract Price Engineer's Office	*$133,641.34*
Total Estimated Contract Price (Three Years)	***$1,229,094.16***

If we at Cristi Cleaning Service can be of any further assistance please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.

Sincerely,

11-18-08P02:30 RCVD

Ricardo Lopez
Vice-President

ılie Whelan, Kathy

m: Cristi Cleaning Service [cristi1@optonline.net]
ıt: Wednesday, December 10, 2008 1:29 PM
Leslie Whelan, Kathy
›ject: RE: Van Specs for Cleaning RFP

thy,

ıderstand the modification on the vehicles requirements, and Cristi Cleaning's Price will remain the same.
in regards to the Financial Statement, we have our Accountant's Compilation Report for the first 6 months of 2008.
ıu want me to fax it or e-mail it to you.
e let me know.
‹s

-----Original Message-----
From: Leslie Whelan, Kathy [mailto:kleslie@panynj.gov]
Sent: Wednesday, December 10, 2008 12:36 PM
To: cristi1@optonline.net
Subject: FW: Van Specs for Cleaning RFP

-----Original Message-----
From: Leslie Whelan, Kathy
Sent: Wednesday, December 10, 2008 12:34 PM
To: 'cristi1@qptonline.net'
Subject: FW: Van Specs for Cleaning RFP

From the RFP with changes:

The Contractor's vehicle requirements for the duration of this contract shall be one pickup truck with the capability of transporting a minimum of six (6) passengers and equipment as well as having a power lift gate capable of lifting the equipment required under this Contract . The Contractor shall also provide one Ford Econoline van or Port Authority approved equal, with two passenger capacity and the ability to transport supplies and equipment. These vehicles shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles shall have a "back up" beeper.

THE PORT AUTHORITY OF NY & NJ

ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010
(212) 435-7000

November 6, 2008

VIA FAX (201) 883-1212 and
Email cristi1@optonline.net

Cristi Cleaning Service Corp
11 Trinity Place
Hackensack, NJ 07601
ATTN: Ricardo Lopez.

RE: GENERAL CLEANING SERVICES AT THE NEW JERSEY MARINE TERMINALS - PROPOSAL #16608; REQUEST FOR CLARIFICATIONS AND CONCERNS

Dear Mr. Lopez:

Thank you for submitting your proposal for the above referenced proposal. We would like to invite you and key staff that will be assigned to this operation for a discussion of your proposal and a question and answer period on Thursday, November 13, 2008 at 8:30 a. m. at One Madison Avenue, 7th Floor, Room 151 A, New York, NY. In this discussion, please allow a 5-minute opening presentation highlighting the key points of your firm's proposal. Questions, answers and closing statements should take approximately 90 minutes.

As we are still evaluating your proposal, the following items need to be addressed. Your response to these issues will help make a determination on our evaluation of your proposal.

1. How did you arrive at your monthly lump sum at each facility? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including, but not limited to, labor hours, equipment cost, vehicles, materials, etc.
2. What is your plan for the employees currently working on Port Authority site?
3. Some long-term employees of the current Contractor or previous Contractors may be receiving more vacation time than you are proposing. If you hire this staff, how will you handle these employees concerns?
4. Is it your intent to interview and possibly offer employment to the existing staff?
5. Please explain your plan for covering cleaner and lead cleaner meal breaks, relief, illness, vacation and other absences?
6. Was your Calculation of Hourly Rate form based on 2,080 hours?
7. Does the health plan you are offering staff include the seven components that are specified on page 38, Section 10 of Attachment B? When does this plan go into effect? Is all staff covered under the same plan? Does the coverage include dental and vision?
8. Please submit an equipment list, including vehicles (include year, make, model). Will this equipment be new or used?
9. Please submit a listing of all materials and supplies you will utilize under this contract.
10. Please expand on your maintenance program for the vehicles and equipment.
11. How will you utilize staff that you propose on your staffing plan?

12. When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?
13. Please be more specific about your "green cleaning" plan. List all chemicals, detergents, cleaners, that you will use for this contract.
14. How do you handle your quality control program and who will be responsible for this program?
15. What type of cells phones are you providing?
16. Please expand on your incentive program.
17. Please supply us with financial statements for the year 2006.
18. The bank letter identified in your proposal is from a current bank, Capital One. The letter states that you have been in good standing for 20 years. It is our understanding that this banking establishment has only been around for a year or so. Please explain.
19. What is your background check plan?
20. Please review your proposal for cleaning at B/260. Is this number accurate?
21. On your M/WBE plan submittal you are proposing Selecto Flash. What contact have you had with them? What is the proposed subcontract value for uniforms and safety supplies being proposed to Selecto Flash?

For security purposes, please advise who will be attending the presentation. You can email the list of attendee to kleslie@panynj.gov. For your presentation, you are responsible to bring with you a laptop and projector and any other equipment necessary for the presentation. The Port Authority will only provide the screen. Photo ID required for entrance to the building.

Your response to the above and a copy of your PowerPoint (or any other application) presentation, must be submitted in writing along with twelve (12) copies, during the presentation.

If you have any questions, you can contact me 212-435-3929.

Sincerely,

Kathy Leslie Whelan
Service Acquisition Manager
Purchasing Services Division

Cristi Cleaning Service Corporation

PRESENTATION FOR

GENERAL CLEANING SERVICES

AT THE

NEW JERSEY MARINE TERMINALS

SOLICITATION #: 16608

DATE: NOVEMBER 13, 2008

Cristi Cleaning Service Corporation
77 Trinity Place
Hackensack, NJ 07601-4328
Phone: (201) 883-1717
Fax: (201) 883-1212
www.cristicleaningservice.com

Cristi Cleaning

77 Trinity Place
Hackensack, NJ 0760[illegible]

p. 201-883-17[illegible]
f. 201-883-[illegible]

November 13, 2008

Ms. Kathy Leslie Whelan
Service Acquisition Manager
Purchasing Services Division
The Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

RE: GENERAL CLEANING SERVICES AT THE NEW JERSEY MARINE TERMINALS – PROPOSAL # 16608
REQUEST FOR CLARIFICATIONS AND CONCERNS

Dear Ms. Whelan:

On behalf of Cristi Cleaning Services, I am pleased to respond to your letter dated November 6, 2008 concerning the above referenced proposal. We have addressed each area and all issues as listed. We hope the responses provided herein satisfy your request.

If we at Cristi Cleaning Service can be of any further assistance, please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.

Sincerely,

Ricardo Lopez
Vice President

Cristi Cleaning Service Exceeding Expectations Since 1980

The Port Authority

of

New York/New Jersey

General Cleaning Services at The New Jersey Marine Terminals

Company History

- Founded in 1980
- Certified MBE/SBE
- Graduated SBA 8(a) Program
- We offer our clients office cleaning, window washing, power washing, carpet cleaning and degreasing services in addition to power sweeping and parking lot cleaning
- Cristi Cleaning has been providing the Port Authority of New York/New Jersey at JFK and LaGuardia Airports with parking area cleaning since 1998

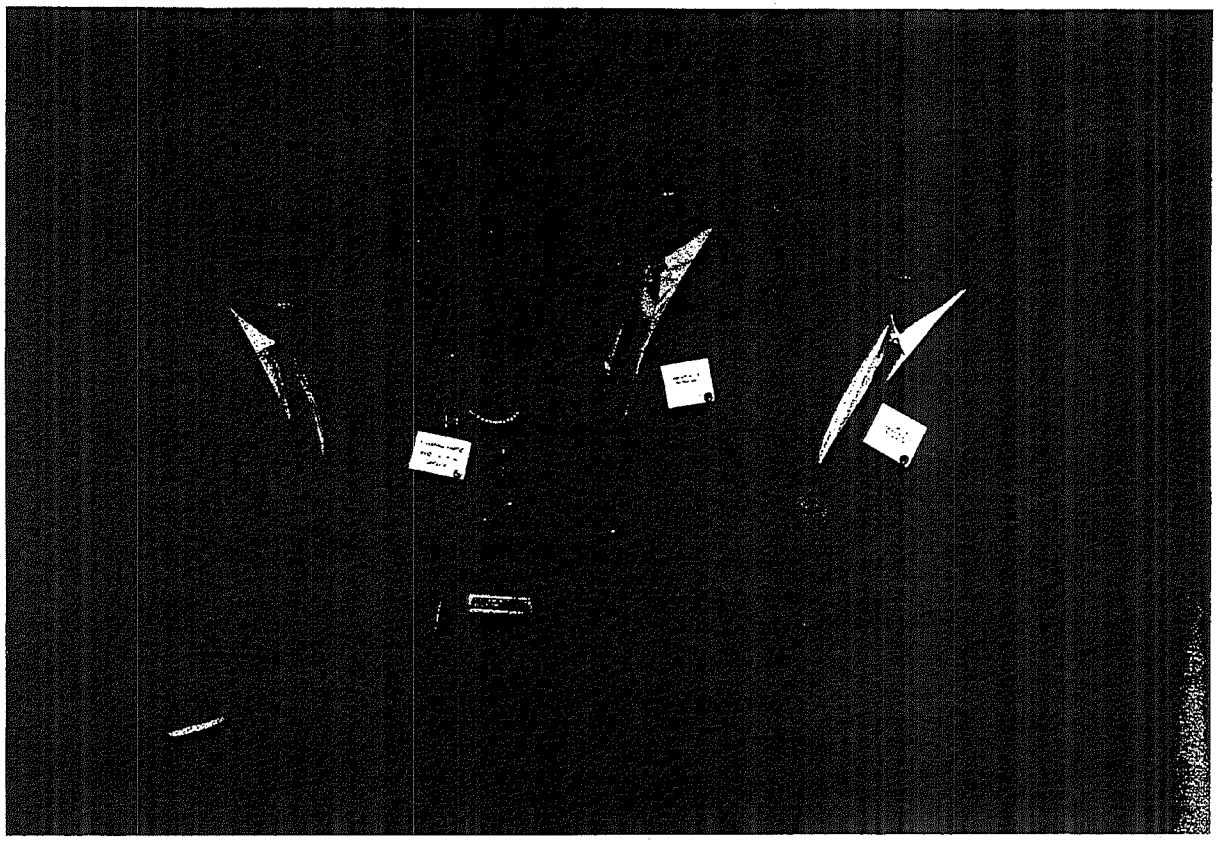
Technology and Safety

- Cristi Cleaning, through it various service contracts utilizes many of the latest technological advances in products, supplies, equipment and safety procedures. Cristi Cleaning has made is corporate policy to always seek the most environmentally friendly and safety conscious methods of performing service contracts.

Port Authority Service Contracts

Manhattan Shipping Terminal	1995
JFK Parking Lot Cleaning	1995
LaGuardia Parking Lot Cleaning	1998
Marine Air Terminal	2001
Building 14 JFK	2004
Port Newark Power Sweeping	2007

Cristi Cleaning Service Awarded the Best Performance by a PA Contractor LaGuardia… 2006



Minority Small Business Person of the Year

President and Founder Cristina Lopez receiving the Minority Small Business Person of the Year Award from the U.S Small Business Admin. in 2001.

ISSA Cleaning Management Standard CIMS

- Cristi Cleaning Service has applied for certification with The ISSA Cleaning Industry Management Standard. The Standard is designed to assist cleaning organizations in setting up a management system that allows an organization to meet specific goals. The Standard is a management framework that can be used to develop customer-centered, quality organizations.
- The Standard is composed of the following sections:
- Service Delivery
- Health, Safety And Environmental Stewardship.
- Management Commitment.
* Human Resources.

Question 1

- **How did you arrive at your monthly lump sum for each facility? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including but not limited to labor hours, equipment cost, vehicles, materials, etc.**

Cost Breakdown Spreadsheet

	Building 260	Sign Shop	Police Areas	Engineer's Office
Direct Labor	$7,665.44	$1,636.37	$2,167.30	$1,636.37
H/W Benefits	$847.60	$188.36	$188.36	$188.36
Paper Supplies	$378.00	$138.59	$138.59	$138.59
Cleaning Supplies	$200.00	$50.00	$50.00	$50.00
Floor/Carpet Care	$800.00	$100.00	$100.00	$100.00
Window Washing	$200.00	$33.00	$33.00	$33.00
Vehicle Gasoline		$186.67	$186.67	$186.67
Vehicle Insurance		$138.67	$138.67	$138.67
Uniforms	$195.75	$43.50	$43.50	$43.50
Vehicles		$255.56	$255.56	$255.56
Equipment	$124.17	$78.60	$78.60	$78.60
Taxes and Insurances	$2,497.40	$533.13	$706.11	$533.13
O/P	$1,564.34	$396.51	$495.06	$396.51
Totals	$13,625.10	$3,590.60	$4,393.06	$3,590.60

Question 2

- **What is your plan for the employees currently working on Port Authority site?**

Question 2 Response

It is our intention to offer the current employees the right of first refusal to continue employment should we be awarded the contract. Those employees who are acceptable to the Port Authority and who meet our stringent hiring standards will be retained on the contract. For those who do not wish to remain on the contract, or those who for whatever reason are not acceptable to the Port Authority or our company, we will initiate an intensive recruiting campaign in the local area for replacement personnel. Cristi also has a pool of personnel on staff that we can use until any vacant positions are filled.

Question 3

- **Some long-term employees of the current Contractor or previous Contractors may be receiving more vacation time than you are proposing. If you hire this staff, how will you handle these employees concerns?**

Question 3 Response

In our cost calculations we took into consideration that some employees would be entitled to more than two weeks of vacation by figuring all employees (regardless of their hire date) at 2.5 weeks of vacation.

Question 4

Is it your intent to interview and possibly offer employment to the existing staff ?

Response.

* **It is our intention to offer the current employees the right of first refusal to continue employment should we be awarded the contract.**

Question 5

- **Please explain your plan for covering cleaner and lead cleaner meal breaks, relief, illness, vacation and other absences?**

Question 5 Response

The cleaners and lead cleaners are not going to be covered for meal breaks, in accordance with the solicitation. In the case of illness, vacation and other absences, a pool of part time and full time personnel maintained by Cristi will cover them.

Question 6

- **Was your Calculation of hourly rate based on 2,080 hours?**

Response.

* **Yes, our Calculation of Hourly Rate is based on 2,080 hours.**

Question 7

- **Does the health plan you are offering staff include the seven components that are specified on page 38, Section 10 of Attachment B? When does this plan go into effect? Is all staff covered under the same plan? Does the coverage include dental and vision?**

Question 7 Response

The health plan that we are offering to our staff as stated in our proposal in Page 23, Section 6.3.3.5 includes the seven components specified. The plan goes into effect immediately. All staff will be covered under the same plan. Dental and Vision are covered under this plan.

Question 8

- **Please submit an equipment list, including vehicles (include year, make and model). Will this equipment be new or used?**

Vehicle & Equipment List

- **2- 2004 or newer GMC Sierra pickup trucks**
- **New floor scrubbers**
- **New wet/dry vacuums**
- **New triple action machine**
- **Used floor sweeper**
- **New single action machine**
- **New carpet cleaning equipment**
- **New upright vacuums**
- **New snow shovels and blowers**
- **New ice choppers**
- **New cyclone spreaders**

Question 9

- **Please submit a listing of all material and supplies you will utilize under this contract.**

Materials & Supplies

- Betco Green Earth Daily Disinfectant Cleaner
- Betco Green Earth Daily Floor Cleaner
- Betco Green Earth Glass Cleaner
- Betco Green Earth Peroxide Cleaner
- Betco Green Earth Floor Finish
- Betco Green Earth Floor Stripper
- Toilet Tissue per specifications
- Hand Towels per specifications
- Hand Soap per specifications
- Small Trash Bags 24X33

* Stripping Pads
* Buffing Pads
* Maid Carts
* Mop Buckets & Wringers
* Brooms & Dust Pans

Question 10

- **Please expand on your maintenance program for the vehicles and equipment.**

Question 10 Response

- **The maintenance program for vehicles and equipment to be utilized in this contract is as follows:**

Vehicles	**Beyer Brothers**
Equipment	**John A. Earl Inc.**

Question 11

- **How will you utilize staff that you propose on your staffing plan?**

Question 11 Response

- **Cristi will assign three (3) full-time cleaners to building 260. The lead cleaner and one (1) full-time cleaner to the rest of the buildings.**
- **Project workers will be on site when periodic cleaning is scheduled to be performed.(e.g. windows, floors, etc)**

Question 12

- **When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?**

Question 12 Response

- **Supplemental Benefits (including but not limited to holiday, vacation, sick, health package) go into effect immediately.**

Question 13

- **Please be more specific about your "green cleaning" plan. List all chemicals, detergents, cleaners, that you will use for this contract.**

Question 13 Response

Executive Order 13101 defines Green Cleaning as the use of products and services that reduce the health and environmental impact compared to similar products and services used for the same purpose. Another definition of Green Cleaning is cleaning to safeguard human health while minimizing the impact to the environment. Its goal is to protect the health of building occupants, visitors and cleaning personnel, as well as reducing polluting effects on our air and water. Unlike traditional cleaning, it goes far beyond simple appearance, focusing on products and services that have fewer adverse health and environmental impacts as compared with others that might be used for the same purpose.

Question 13 Response

For the past two decades, the major emphasis in the JanSan industry has been to find new ways to "do more with less". Accordingly, most new cleaning procedures, products and systems have been developed with the primary goal of improving the productivity of cleaning personnel and reducing costs. Although these aspects are important, the health of the facility and those who live, work or occupy it have not received the same deserved attention. Green Cleaning changes all of this by helping to clarify the connection between cleaning, health and the protection of our environment

Question 13 Response

Green Cleaning is more than just using "green" products. The success of a green cleaning program is dependent on numerous other factors. While the selection of product is important, it will have little effect in an otherwise inadequate cleaning regimen that leaves facilities dirty and the health of occupants, visitors and the environment at risk. Green Cleaning encompasses a total program including chemicals, procedures, equipment, paper, liners, mops, matting, everything used in an effective cleaning program.

Question 13 Response

The movement toward green cleaning does not imply that traditional methods are inadequate or have created unsafe conditions. Instead it can be viewed as simply taking the next step beyond our current approaches to further reduce polluting impacts while continuing to maintain and improve the healthfulness, comfort and aesthetics of our surroundings.

Green Cleaning Products

- **Betco Green Earth Daily Disinfectant Cleaner**
- **Betco Green Earth Daily Floor Cleaner**
- **Betco Green Earth Glass Cleaner**
- **Betco Green Earth Peroxide Cleaner**
- **Betco Green Earth Floor Finisher**
- **Betco Green Earth Floor Stripper**

Question 14

- **How do you handle your quality control program and who will be responsible for this program?**

Question 14 Response

- **Our Quality Control Program is part of the Lead Cleaner responsibilities and directly supervised by Mr. Ricardo Lopez, Vice President of Cristi Cleaning Service with frequent visits to P.A. accounts.**
- **In our proposal we extensively explain Quality Control Policies, Procedures and Systems (Page 24).**

Question 15

- **What type of cell phones are you providing?**

Response

* **The type of cell phones we provide is Sprint/Nextel. These phones have the capability of phone service and direct connect**

Question 1.6

- **Please expand on your incentive program**

Question 16 Response

Cristi, as we have in our other contracts, will implement a program for award, bonuses and recognition for our employees. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:

- **Attendance**
- **Safety**
- **Neatness**
- **Quality**
- **Productivity**
- **Punctuality**
- **Teamwork**
- **Training Participation**

Question 18

The bank letter identified in your proposal is from a current bank, Capital One. The letter states that you have been in good standing for 20 years. It is our understanding that this banking establishment has only been around for a year or so. Please explain.

Question 19

- What is your background check plan?

Response

* A third party named Applicant Insight does the background checks that we perform on our employees. As we explained in our proposal, page 37, section 6.5, all background checks on employees will go back ten (10) years at a minimum.

Question 20

- **Please review your proposal for cleaning at B/260. Is this number accurate?**

Question 20 Response

We have reviewed our calculations for cleaning Bldg. B/260 and we are satisfied that our number is accurate.

Question 21

- **On your M/WBE plan submittal you are proposing Selecto Flash. What contact have you had with them? What is the proposed subcontract value for uniforms and safety supplies being proposed to Selecto Flash ?**

Question 21 Response

- **Cristi Cleaning currently buys from Selecto Flash different types of safety supplies such as, safety vests, gloves, boots, first aid kits etc.**
- **The proposed subcontract value for uniforms and safety supplies being proposed to Selecto Flash will be Three to Four Thousand Dollars.**

Why Cristi Cleaning?

- **Cristi Cleaning is a certified MBE/SBE**
- **Cristi Cleaning has shown steady growth since 1980**
- **We are committed to the latest technologies and safety procedures**
- **Our management and ownership is hands-on**
- **Our employee turnover at the Port Authority is virtually non-existent**
- **We have been working with the Port Authority since 1995 and our experience is unmatched**
- **Cristi Cleaning has been exceeding customer expectations for the last 28 years**

Cristi Cleaning Service Corporation

PROPOSAL FOR

GENERAL CLEANING SERVICES

AT THE

NEW JERSEY MARINE TERMINALS

SOLICITATION #: 16608

DUE DATE: OCTOBER 20, 2008

Cristi Cleaning Service Corporation
77 Trinity Place
Hackensack, NJ 07601-4328
Phone: (201) 883-1717
Fax: (201) 883-1212
www.cristicleaningservice.com

Cristi Cleaning Service

77 Trinity Place
Hackensack, NJ 07601
Email: cristi1@optonline.net

Tel: 201-883-1717
Fax: 201-883-1212
Web: www.cristicleaningservice.com

October 20, 2008

Ms. Kathy Leslie Whelan
The Port Authority of NY/NJ
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Re: Bid Number 16608
General Cleaning Services at the NEW JERSEY MARINE TERMINALS

Dear Ms. Whelan:

We are please to submit on behalf of Cristi Cleaning Service Corp. our proposal for General Cleaning Services at the NEW JERSEY MARINE TERMINALS.

We are delighted to participate in this procurement activity and view this contract as a continuing partnership between the Port Authority and CRISTI. We are proud of our history providing cost effective, responsive and quality service and look forward to working with you and remaining a valued member of your team.

CRISTI has been providing similar service to that of this procurement since 1980. We are proposing as a single entity, having the capability to provide all the required services with our own experienced staff.

As Vice President and Chief Operating Officer (VP/COO) of CRISTI, I have full authority to negotiate and execute this contract. All questions or issues related to this RFP can be addressed to:

Ricardo Lopez, VP/COO
(201) 883-1717

CRISTI is registered with the PORT AUTHORITY as a Small Minority Business Enterprise (SMBE) and a Small Woman Owned Business Enterprise (SWBE). We do not plan to use any subcontractors for this contract, but will use M/WBE suppliers.

The officers of CRISTI CLEANING SERVICE CORP. are:

President Cristina Lopez

VP/Sec Ricardo Lopez

We are attaching a copy of our Certificate of Incorporation along with a declaration by the Corporate Secretary as to its authenticity.

The content of our proposal adheres to the format defined in Section 8 and addresses the evaluation areas specified in Section 5.

We take no exceptions or deviations to the requirements of the solicitation or the proposed contract and our proposal is fully compliant with your instructions. We acknowledge receipt of all Amendments.

Sincerely,

Ricardo Lopez, VP/Sec

RL: bm

C-100

FILED

JAN 30 1980

DONALD LAN
SECRETARY OF STATE

Certificate of Incorporation

of

THIS IS TO CERTIFY THAT, there is hereby organized a corporation under and by virtue of N. J. S. 14A:1-1 et seq., the "New Jersey Business Corporation Act."

1. *The name of the Corporation is:* CRISTI CLEANING SERVICE CORP

2. *The address of the Corporation's initial registered office is:*
449 Central Ave (Apt. 5)
Jersey City, N.J. 07307
and the name of the registered agent at such address is: RICARDO LOPEZ

3. *The purposes for which this Corporation is organized is:* GENERAL

To engage in any activity within the purposes for which Corporations may be organized under the "New Jersey Business Corporation Act." N. J. S. 14A 1-1 et seq.

4. *The aggregate number of shares which the Corporation shall have authority to issue is:*
PAR 100 $1.00
NO PAR

5. *The first Board of Directors of this Corporation shall consist of* one *Directors and the name and address of each person who is to serve as such Director is:*

Name	*Address*	*Zip Code*
RICARDO LOPEZ	449 Central Ave (Apt 5 Jersey City, N.J. 07307	07307

6. *The name and address of each incorporator is:*

Name	*Address*	*Zip Code*
Ricardo Lopez	449 Central Ave (Apt 5) Jersey City N.J.	07307

In Witness Whereof, each individual incorporator, being over eighteen years of age has signed this Certificate; or if the Incorporator be a corporation has caused this Certificate to be signed by its duly authorized officers this 30th *day of* January *19* 80

Ricardo Lopez

RICARDO LOPEZ

DECLARATION

I Ricardo Lopez, Secretary of CRISTI CLEANING SERVICE, INC. do hereby attest that the Certificate of Incorporation attached hereto is a true copy as of the date of the opening of this proposal.

DATE: 10/20/2008

BY: Ricardo Lopez

Ricardo Lopez, Sec.

Corporate Seal

General Cleaning
At the
NEW JERSEY MARINE TERMINALS
Solicitation #: 16608

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1.0 Executive Summary (8.B)

Cristi Cleaning Service Corporation (Cristi Cleaning) is pleased to participate in this procurement process by the Port Authority of New York/New Jersey to acquire General Cleaning Services at the NEW JERSEY MARINE TERMINALS. Cristi Cleaning is a small, Hispanic, woman-owned business, certified by the Port Authority as a Minority Business Enterprise and a Small Business Enterprise and by the City of New York as a Minority and Woman-Owned Business Enterprise. Our Port Authority Vendor Number is 105214. We welcome the opportunity to provide the services required by this solicitation.

Our proposal for this effort presents the information required by the solicitation and we are confident this information shows that we have the experience, knowledge, capabilities and expertise necessary to ensure comprehensive, professional and timely services. Our proposal includes our cost proposal, which we firmly believe offers the Port Authority a fair and equitable price for the services required. In our proposal we discuss our management approach to the required services; our experience, financial and management capability to ensure successful performance; our staffing management methodologies that will provide the requisite oversight and management necessary to perform; our identity check/background screening plan to ensure only qualified and cleared personnel are hired and kept on the job; and our M/WBE subcontracting plan. We invite evaluators to review our proposal to assure them that we understand the requirements and have the processes, procedures and resources necessary to provide comprehensive General Cleaning for the Port Authority at the NEW JERSEY MARINE TERMINALS.

2.0 Agreement on Terms of Discussion (8.C)

Immediately following this page of our proposal we have included the completed and signed Agreement on Terms of Discussion, Attachment A of the solicitation.

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

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

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

Cristi Cleaning Service
(Company)

Ricardo Perez
(Signature)

V.P.
(Title)

10/20/2008
(Date)

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

3.0 Certifications with Respect to the Contractor's Integrity Provisions (8.D)

In accordance with the solicitation, Cristi Cleaning, by signing the Letter of Transmittal, hereby makes the certifications in the Contractor's Integrity Provisions included as Section III in Part II of Attachment B entitled "Standard Contract Terms and Conditions." We take no exceptions or deviations to the contract terms or conditions.

4.0 Documentation of Proposer Prerequisites (8.E) (3)

Cristi Cleaning is certified by the Port Authority of NY/NJ as a Small Business Enterprise and as a Minority Business Enterprise as defined in Attachment B, Part IV, Section I of the Standard Terms and Conditions, in the Janitorial Maintenance Program. The New York City Department of Small Business Services further certifies us as a Minority and Woman-owned Business Enterprise. We have included copies of these certifications immediately following this page of our proposal.

THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Joseph J. Seymour
Executive Director

Certified

by

Business and Job Opportunity

Cristi Cleaning Services Corp.

Certificate PA-2093

This certificate acknowledges that the above named firm is certified as a **Minority Business Enterprise.** This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a Verification Statement attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions. Please reference the above number on all correspondence directed to this office.

Wilfred Chabrier
General Manager
Certified: June 12, 2003

Rosemary Jenkins-Varela
Manager, Operational Support & Compliance
Scheduled Re-evaluation: June 11, 2008

Form: 6/10/93 S_J

THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Joseph J. Seymour
Executive Director

Certified

By

Business and Job Opportunity

Cristi Cleaning Services Corp.

Certificate PA-2093

This certificate acknowledges that the above named firm is certified as a **Small Business Program. (Janitorial Services).** This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for two years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a Verification Statement attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions. Please reference the above number on all correspondence directed to this office.

Wilfred Chabrier
General Manager
Certified: June 12, 2003

Rosemary Jenkins-Vareja
Manager, Operational Support & Compliance
Scheduled Re-evaluation June 11, 2008

Form: 6/10/93 S_J

New York City Department of Small Business Services

Division of Economic and Financial Opportunity

M/WBE CERTIFICATE

Cristi Cleaning Service Corp.

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the New York City Department of Small Business Services and therefore is certified as a Minority and Woman-owned Business Enterprise (M/WBE).

Certificate Number: 50080 - 72007

Expires on: 7/31/2012

Michael R. Bloomberg, Mayor

Robert W. Walsh, Commissioner

Alfred O. Milton, Associate Director Certification

RMJ-10'04

Port Authority

Customer Care

BEST PERFORMANCE

6.0 Proposal (8.F)

Cristi Cleaning is pleased to present our proposal to the Port Authority of New York/New Jersey for General Cleaning Services at the NEW JERSEY MARINE TERMINALS. Our proposal consists of our cost proposal; our management approach; our experience, financial and management capability; our staffing management; our identity check/background screening plan; and our M/WBE subcontracting plan for this effort. We are confident our proposal shows we understand the requirements and we have the resources, skills, knowledge, experience and capabilities necessary to provide professional, timely and cost-effective performance.

6.1 Cost Proposal (8.F.1) (5.A)

Immediately following this page is our cost proposal for providing the required services. This is presented on Attachment B, Part III, Cost Proposal Form and Attachment C, Calculation of Hourly Rate Form. We are confident that we are offering the Port Authority a price that is fair and equitable for the services required.

ATTACHMENT B

PART III (A) - COST PROPOSAL FORM

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

FIRST YEAR

	Lump Sum Price 1st Year
Building #260 and Associated Areas	$163,501.21

COST PROPOSAL FORM

FIRST YEAR

BUILDING #260

	Estimated Annual Hours		Unit Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$21.00	=	$42,000.00
Policing Auto Marine Terminals	1,664	X	$23.15	=	$38,521.60
Guard Booth Cleaning	416	X	$23.15	=	$9,630.40

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- FIRST YEAR $259,653.21
(Sum of All Above)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each	X	Unit Price Per Square Foot/Hour Each	=	Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$23.15	=	$2315.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$.18	=	$34.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$3000
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Sweep Stairs	10 Flights	X	$0.01	=	$0.10
Dust and Polish Walls	1,000 Sq. Ft.	X	$0.01	=	$10.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- FIRST YEAR $2940.30

FIRST YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- First Year	$253,653.21
Estimated Annual Price Extraordinary Cleaning- First Year	$2940.30
Total Estimated Contract Price Building 260 and Associated Areas – First Year	$256,593.51(a)

ATTACHMENT B

PART III (A) - COST PROPOSAL FORM

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

SECOND YEAR

	Lump Sum Price 2nd Year
Building #260 and Associated Areas	$167,612.70

COST PROPOSAL FORM

SECOND YEAR

BUILDING #260

	Estimated Annual Hours		Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$ 21.63	=	$43,260.00
Policing Auto Marine Terminals	1,664	X	$ 23.84	=	$39,669.76
Guard Booth Cleaning	416	X	$ 23.84	=	$9917.44

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- SECOND YEAR $ $260,519.96
(Sum of All Above INCLUDING LUMP SUM)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$23.84	=	$2384.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Sweep Stairs	10 Flights	X	$0.01	=	$0.10
Dust and Polish Walls	1,000 Sq. Ft.	X	$0.01	=	$10.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- SECOND YEAR $3,009.30

SECOND YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- Second Year	$260,519.90
Estimated Annual Price Extraordinary Cleaning- Second Year	$ 3,009.30
Total Estimated Contract Price Building 260 and Associated Areas – Second Year	$263,529.20 (b)

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

THIRD YEAR

	Lump Sum Price 3rd Year
Building #260 and Associated Areas	$172,044.43

COST PROPOSAL FORM

THIRD YEAR

BUILDING #260

	Estimated Annual Hours		Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$ 22.28	=	$44,560.00
Policing Auto Marine Terminals	1,664	X	$ 24.57	=	$40,884.48
Guard Booth Cleaning	416	X	$ 24.57	=	$10,221.12

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- THIRD YEAR $ $267,710.03
(Sum of All Above INCLUDING LUMP SUM)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$24.57	=	$2,457.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Sweep Stairs	10 Flights	X	$0.01	=	$0.10
Dust and Polish Walls	1,000 Sq. Ft.	X	$0.01	=	$10.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- THIRD YEAR $3082.30

THIRD YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- Third Year	$267,710.03
Estimated Annual Price Extraordinary Cleaning- Third Year	$3082.30
Total Estimated Price Building 260 and Associated Areas – Third Year	$270,792.33(c)

SUMMARY BUILDING 260
AND ASSOCIATED AREAS
SECTION I

Total Estimated Price Building 260
and Associated Areas – First Year $256,593.51 (a)

Total Estimated Price Building 260
and Associated Areas – Second Year $263,529.20 (b)

Total Estimated Price Building 260
and Associated Areas – Third Year $270,792.33 (c)

Total Estimated Contract Price Building 260 and Associated Areas $790,915.04 (d)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Sign Shop	$ 43,087.16

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $43,672.30(e)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Sign Shop	$ 43,971.08

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $44,562.28(f)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Sign Shop	$44,911.50

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Spray Buff	1,000 Sq. Ft.	X	$ 0.02	=	$ 20.00
Strip & Refinish	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Strip and Seal	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$ 0.01	=	$ 10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$ 0.01	=	$ 10.00
Wash Walls	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Wash and Rinse Light Fixtures	200 Each	X	$ 0.12	=	$ 24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$ 0.02	=	$ 20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$ 0.05	=	$ 50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Lightly Rinse Blinds	10 Each	X	$ 0.12	=	$ 1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $45,496.70(g)

SUMMARY SIGN SHOP
SECTION II

Total Estimated Price Sign Shop – First Year	$43,672.36 (e)
Total Estimated Price Sign Shop – Second Year	$44,562.28 (f)
Total Estimated Price Sign Shop –Third Year	$45,496.70 (g)

Total Estimated Contract Price Sign Shop $133,731.34 (h)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Police Areas	$52,716.64

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$23.15	=	$2315.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20
Kennel Bath Area	1,000 Sq. Ft.	X	$0.05	=	$50.00

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE ANI PERIODIC CLEANING - FIRST YEAR $55,666.84 (i)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Police Areas	$ 53,895.30

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$23.84	=	$2384.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20
Kennel Bath Area	1,000 Sq. Ft.	X	$0.05	=	$50.00

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $56,914.50 (j)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Police Areas	$ 55,132.90

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Police	100 Hours	X	$24.57	=	$2457.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20
Kennel Bath Area	1,000 Sq. Ft.	X	$0.50	=	$50.00

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $58,225.10 (k)

SUMMARY POLICE AREAS
SECTION III

Total Estimated Price Police Areas – First Year	$55,666.84 (i)
Total Estimated Price Police Areas – Second Year	$56,914.50 (j)
Total Estimated Price Police Areas –Third Year	$58,225.10 (k)
Total Estimated Contract Price Police Areas	$170,806.44 (l)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Engineer's Office	$43,087.16

CONTRACTOR'S PRICE SHEET

EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $43,643.36(m)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Engineer's Office	$43,977.08

CONTRACTOR'S PRICE SHEET

EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – SECOND YEAR $44,532.28 (n)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Engineer's Office	$44,911.50

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Spray Buff	1,000 Sq. Ft.	X	$ 0.02	=	$ 20.00
Strip & Refinish	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Strip and Seal	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$ 0.01	=	$ 10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$ 0.01	=	$ 10.00
Wash Walls	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Wash and Rinse Light Fixtures	200 Each	X	$ 0.12	=	$ 24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$ 0.02	=	$ 20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$ 0.05	=	$ 50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Lightly Rinse Blinds	10 Each	X	$ 0.12	=	$ 1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – THIRD YEAR $ 45,466.70 (o)

SUMMARY ENGINEER'S OFFICE
SECTION IV

Total Estimated Price Engineer's Office – First Year	$43,642.36 (m)
Total Estimated Price Engineer's Office – Second Year	$44,532.28 (n)
Total Estimated Price Engineer's Office –Third Year	$45,466.70 (o)

Total Estimated Contract Price Engineer's Office $133,641.34 (p)

COST PROPOSAL FORM

Total Estimated Contract Price Building 260 and Associated Areas	$790,915.04 (d)
Total Estimated Contract Price Sign Shop	$133,731.34 (h)
Total Estimated Contract Price Police Areas	$170,806.44 (l)
Total Estimated Contract Price Engineer's Office	$133,641.34 (p)
Total Estimated Contract Price (Three Years) (Sum of d+h+l+p)	$1,229,094.16

PART III (B) CALCULATION OF AVERAGE HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract.

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

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 13.34 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 13.34
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.57	11
VACATION ALLOWANCE	$ 0.52	10
SICK TIME ALLOWANCE	$ 0.26	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 16.32 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.02
N.J.S.U.I.	$ 0.46
F.U.I.	$ 0.11
WORKERS' COMPENSATION	$ 1.87
GENERAL LIABILITY INSURANCE	$ 0.80
DISABILITY INSURANCE	$ 0.10
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$ 1.19
SUPPLIES	$ 1.20

RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 31.07

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Two

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 13.74 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 13.74
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.68

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.59	11
VACATION ALLOWANCE	$ 0.53	10
SICK TIME ALLOWANCE	$ 0.27	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 16.81 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.06
N.J.S.U.I.	$ 0.47
F.U.I.	$ 0.11
WORKERS' COMPENSATION	$ 1.93
GENERAL LIABILITY INSURANCE	$ 0.83
DISABILITY INSURANCE	$ 0.11
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$ 1.19
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 31.71

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 14.16 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 14.16
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.73

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.60	11
VACATION ALLOWANCE	$ 0.55	10
SICK TIME ALLOWANCE	$ 0.28	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 17.32 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.09
N.J.S.U.I.	$ 0.49
F.U.I.	$ 0.12
WORKERS' COMPENSATION	$ 1.99
GENERAL LIABILITY INSURANCE	$ 0.85
DISABILITY INSURANCE	$ 0.14
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$ 1.19
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 32.39

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 14.98 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 14.98
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.64	11
VACATION ALLOWANCE	$ 0.58	10
SICK TIME ALLOWANCE	$ 0.29	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 18.12 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.15
N.J.S.U.I.	$ 0.51
F.U.I.	$ 0.12
WORKERS' COMPENSATION	$ 2.10
GENERAL LIABILITY INSURANCE	$ 0.90
DISABILITY INSURANCE	$ 0.11
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$
SUPPLIES	$ 1.20

RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 32.21

PROPOSER NAME: Csisti Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year Two

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 15.43 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 15.43
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.68

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.66	11
VACATION ALLOWANCE	$ 0.60	10
SICK TIME ALLOWANCE	$ 0.30	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 18.67 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.18
N.J.S.U.I.	$ 0.53
F.U.I.	$ 0.13
WORKERS' COMPENSATION	$ 2.16
GENERAL LIABILITY INSURANCE	$ 0.93
DISABILITY INSURANCE	$ 0.13
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 32.93

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 15.90 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 15.90
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.73

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.68	11
VACATION ALLOWANCE	$ 0.62	10
SICK TIME ALLOWANCE	$ 0.31	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 19.24 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.22
N.J.S.U.I.	$ 0.54
F.U.I.	$ 0.15
WORKERS' COMPENSATION	$ 2.29
GENERAL LIABILITY INSURANCE	$ 0.96
DISABILITY INSURANCE	$ 0.15
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 33.69

Cristi Cleaning Service

General Cleaning Services
At the
New Jersey Marine Terminals

Solicitation # 16608

All Cleaners at the New Jersey Marine Terminals will receive the following:

1- Wage Rates:

1st Year	2nd Year	3rd Year
Lead Worker	**Lead Worker**	**Lead Worker**
$14.98	$15.43	$15.90
Regular Cleaner	**Regular Cleaner**	**Regular Cleaner**
$13.34	$13.74	$14.16

2- Supplemental Benefits:

Supplemental Benefits
11 Holidays
2 Weeks Vacation
5 Sick Days
Family Health Coverage

6.2 Management Approach (8.F.2) (5.B)

This section of our proposal outlines our management approach for this contract effort. We discuss the number of current full-time employees, as well as the number over the last three years; our proposed staffing for this contract effort; how we intend to implement and manage the required services; and our plan to provide holidays, vacations, sick days, welfare, retirement and other supplemental benefits. We firmly believe this information shows that we can and will fulfill all contract requirements and that we will be able to acquire and maintain a steady workforce to ensure performance continuity.

6.2.1 *Company Full-Time Employees* (8.F.2.a)

Cristi Cleaning currently employs approximately 400 full-time employees on staff. Over the past three years, we have employed the following number of full-time employees:

2007 390
2006 375
2005 360

As is readily apparent, Cristi Cleaning is a company that continues to grow and prosper and the addition of this contract would not be a burden on our company.

6.2.2 *Staffing for this Contract* (8.F.2.b)

We have carefully reviewed the solicitation requirements and it is our intention to assign a total of 5 employees to this contract effort including the Lead Cleaner. The breakdown of personnel we intend to assign is shown below.

Position	
One (1)	Lead Cleaner
Four (4)	Regular Cleaners
One (1)	Lead Project Worker
Two (2)	Project Workers

We are confident that this number of personnel will enable us to perform the various general cleaning requirements as outlined in the solicitation. Our Lead Cleaner will be the primary point of contact for the Facility Manager and will have total authority to act on behalf of Cristi Cleaning on all contractual matters. He will coordinate and supervise the activities of the Cleaners and will have a complete and current understanding of all contract requirements.
Working directly for the Lead Cleaner will be the Cleaners. They will report directly to the Lead Cleaner and will perform all custodial activities for which we are responsible. They will be required to be on location, dressed in complete and proper uniform and in compliance with all rules and regulations, ensuring they are fulfilling their duties with enthusiasm and excellence. They will be responsible for reporting for work on time, in proper uniform and utilizing the proper tools and equipment to ensure comprehensive service.
The Lead Cleaner will maintain communication with the Facility Manager and will attend daily briefings to discuss operational and staffing issues, as well as attending, on an as-needed basis, additional meetings at the discretion of the Port Authority.

6.2.3 *Implementing and Managing the Required Services* (8.F.2.c)

It is our intention to offer the first right of refusal to any incumbent Cleaners and Lead Cleaner. Should these individuals be acceptable to the Port Authority and meet our company standards, they will be offered the opportunity to continue on this contract working for Cristi Cleaning. Should there not be enough incumbent employees to fill our proposed staffing, we will initiate an intensive recruiting campaign in the immediate area, subject potential employee to a background screening and offer employment to those who pass the screening, are acceptable to our company and the Port Authority. In this manner, we will be able to ensure sufficient personnel to begin full operation within 30 days of notice of award. We also have a ready pool of cleaning personnel on staff that can be assigned to this effort should we not find enough available new cleaning personnel in the immediate area.

During the time between notice of award and actual contract start date; we will have corporate and Supervisors individuals on-site to observe the day-to-day operations, to meet with Port Authority representatives and to begin the change over from the incumbent to our services. Once we have hired, uniformed and trained all employees, we will be ready to begin operations. Once we start performing on the contract, the supervision of the required services will be performed as outlined in the previous section of our proposal.

6.2.3.1 *Plan to Ensure Compliance with Contract Requirements*

Our Lead Cleaner will be responsible for ensuring our employees are in complete compliance with all contract requirements. The Lead Cleaner will perform daily quality control checks of our employees and they will report on these checks to our corporate offices on a weekly basis, unless otherwise directed. Should they encounter any problems with performance, he will take immediate action to correct the problem, counsel the employee(s) involved and file a written report with our corporate offices.

On a monthly basis our corporate quality assurance personnel will perform quality control checks of the entire contract function and report the results of these checks, along with any necessary actions, directly to our corporate Vice President and Chief Operating Officer for review and action at the corporate level should that be necessary. Cristi Cleaning believes in 100% support of our contract personnel and our corporate officers are available 24/7 to assist our contract personnel in whatever manner is necessary.

Our Lead Cleaner will be responsible for scheduling all routine and periodic cleaning services as outlined in Exhibit A of the Solicitation. For personnel who are absent due to illness, vacation, etc. we will utilize the part-time workers we have assigned to fill-in for them. In all cases, personnel will be covered at all times so that no degradation of services ever occurs.

In order to perform the routine and periodic cleaning required by the solicitation, we intend to provide the following equipment:

Item
Floor Scrubbers
Wet/Dry Vacuums

Triple Action Machine
Carpet sweeper
Salt Spreaders
Snow Blowers
Snow Shovels
Ice Choppers
Cyclone Spreaders
Upright vacuums
Cell phones
Medical waste clean-up kits

In addition to the equipment listed above, Cristi Cleaning will also provide materials and supplies to include detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with our identification, polishes, sponges, paper picks and graffiti and glue removal products. For possible medical waste cleanup, we will provide red bags, gloves, sharps containers, bleach solutions and any other item necessary for the safe cleanup of medical waste.

Our Lead Cleaner will be available to meet with the Facility Manager as scheduled or as requested to discuss any matters pertaining to this contract, to review and/or inspect work being performed and to receive any directions, instructions, directives or information the Facility Manager may wish to transmit. The Lead Cleaner shall devote their entire time to performing the cleaning and janitorial work required and the oversight of the other Contract personnel.

Our Lead Cleaner will provide the Facility Manager with advanced scheduling for each three-month period to include the scheduled work to be accomplished, the dates and time of day when the work will be done, the number of cleaners to be assigned to each shift and other such information as requested by the Facility Manager. This scheduling report will be provided in both hard copy and on a computer disk using Microsoft Excel. All three-month schedules will be submitted no later than 20 days prior to the beginning of each three-month period. No changes will be made to the three-month schedules without prior approval of the Facility Manager.

Routine Cleaning and Thorough Cleaning to be scheduled by our Lead Cleaner will include all work to be performed under Exhibit A – Scope of Work. Periodic cleaning will include interior floor/ground surface cleaning; wall cleaning; light fixture cleaning; window, glass and metal cleaning; and miscellaneous cleaning. Periodic cleaning services will be performed at the frequencies outlined in the solicitation, or more often if requested by the Facility Manager. For both routine and periodic cleaning, our personnel will ensure total compliance with the solicitation requirements, with their work being monitored and checked by our Lead Cleaner.

Cristi Cleaning proposes to have a pool of people pre-screened and on-call for snow emergencies as we do with other facilities, with a response time of four hours or less to the site. We would coordinate with the Facility Manager in this matter to put a plan in place with a ratio of inches of snow to the number of people (i.e. 3" of snow requires four people) as we do in other facilities. Below, we outline the general aspects of our snow plan.

When and as directed by the Facility Manager, Cristi Cleaning will completely and expeditiously remove any snow, ice or sleet from such exterior areas of the facilities as the Facility Manager may designate and we will keep such areas free from further accumulations. Exterior areas will include, but will not be limited to, sidewalks, building entrance, emergency exits, and pedestrian crosswalks. Cristi Cleaning will keep the aforesaid areas at all times free from snow, ice and sleet. Upon the oral direction of the Facility Manager, Cristi Cleaning will promptly use deicing material on such of the aforesaid areas and in such a manner as specified by the Facility Manager.

The Snow removed, will be deposited by Cristi Cleaning in designated areas at the facility. Deposit will be in such a manner as to avoid interference with vehicular and pedestrian traffic. Cristi Cleaning understands we will not be responsible for removing such deposited snow away from the facilities. Within four (4) hours of the Facility Manager's request, Cristi Cleaning will provide such personnel as are deemed necessary for the performance of snow removal. Cristi Cleaning will maintain and submit such records as the Facility Manager may require documenting the number of hours expended by each such employee in the performance of snow removal.

Sand and/or deicing materials will be applied to such exterior areas as the Manager may direct. We understand such materials will be provided by the Port Authority at no cost to Cristi Cleaning, but Cristi Cleaning will be responsible for transporting such materials to and from the storage location at the facility designated by the Facility Manager. Cristi Cleaning will submit daily usage reports to the Facility Manager detailing all sand and/or deicing material utilized for the week covered.

6.2.3.2 *Insurance Requirements*

Cristi will procure and maintain the following insurance: (a) Workmen's Compensation and Employer's Liability insurance as required by law, limits to be Statutory; (b) Commercial General Liability insurance with limits of liability of not less than the amount required by P.A. (c) Automobile Liability insurance (covering owned, hired and non-owned vehicles used in or in connection with performance of the services) with limits of liability of not less than the amount required by P.A.
All Insurance maintained by Cristi pursuant to this agreement shall provide that it may be not cancelled or changed in coverage. The P.A. may request Cristi to furnish certificates of insurance evidencing the coverage's requires hereunder.

6.2.3.3 *M/WBE Participation Plan*

Cristi Cleaning Service is a certified small, minority, woman-owned business enterprise and it is our intention to perform these services with our own in-house assets. We intend to utilize minority and woman-owned businesses, as subcontractors for supplies, materials and equipment, but all cleaning services will be performed by Cristi Cleaning personnel. Should the need arise in the future to subcontract any portion of the cleaning services we would seek out qualified minority and woman-owned businesses and present their capabilities to the Port Authority prior to engaging them on any portion of the contract.
Please find attached following this page the M/WBE Participation Plan Sheet.

6.2.3.4 *Proposed Minimum Service Standards, Concepts or Procedures*

Our Lead Cleaner will be responsible for ensuring all cleaning requirements are met, in accordance with the contract and our own stringent standards. Below, we have outlined our custodial standards, which can be readily added to and/or modified for the unique situation within our areas of responsibility for this contract effort.

Tasks and Standards

The following tasks and standards were developed by Cristi Cleaning with the intent to ensure each prospective client the superior level of service we perform. These standards also are used as a training aid for all new employees to ensure all cleaning services are performed correctly.

Sweeping Tasks:
Sweep adjacent to and under furniture, fixture, entrance mats, in corners an on hard surface floors. Sweep all entranceways, porches, steps, loading dock, and landings. Floor mats, runner and entrance mats shall be taken outside the building, and properly swept and returned to their proper locations. Sweep all floors, stairs, and landings including all crevices formed by walls, treads, and similar areas requiring special attention to remove soil.
Sweeping Standard:
All visible dirt, dust, soil and debris on entrance ways, steps, floors, stairs, landings, mats and runners is removed and disposed of, as well as all snow and ice on entrance porches, steps and landings.
Damp Mopping Task:
Thoroughly sweep floor surfaces before mopping. Move entrance mats and all moveable runners to facilitate cleaning of the floors. Remove soil and moisture underneath entrance mats before returning mats to their normal location. Damp mopping requires the use of a clean mop, a neutral detergent. Clean Latrines & Kitchen floors with a germicidal solution. Move chairs, small tables, trashcans, and similar moveable furnishings to facilitate mopping. Return moved items to their original location after floor has dried. Stain removal shall be in strict accordance with the manufacturer instructions.
Damp Mopping Standards:
Floors shall be free of marks, stains, and dirt. Baseboards are free of splashed stains. Remove mop strings. The floor will have a uniform appearance with no streaks, swirl marks, or detergent residue.

PA 3749 C/ 8-07

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

PROCUREMENT
M/WBE PARTICIPATION PLAN
MODIFIED

Purchase Order #: _____

Contractor Name: Cristi Cleaning Service Corp.

Mailing Address: 77 Trinity Place, Hackensack, NJ 07601

Telephone Number: 201-883-1717

Contract Description: General Cleaning at the New Jersey Marine Terminals

Contract Amount: _____

Contract Goals: MBE X WBE X

Name, Address, Phone Number of PA Certified MBE/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
Selecto Flash Safety Inc. 14 Village Park Road Cedar Grove, NJ 07009 Contact Name: Lisa Colon Phone Number: 973-239-7788	MBE	Complete Uniforms and Safety Supplies			3%
			TOTAL:		

Signature of Contractor: _____

Print Name: Alex Lucero

Title: Operations Manager **Date** 09/03/2008

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

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

Hard Scrubbing Task:
Scrubbing shall be accomplished with a rotary disk machine and scrubbing pad.
Hard Scrubbing Standard:
Surfaces and joints are clean, uniformly colored, and free of accumulated dirt.

Floor Burnishing Task:
Maintain burnished floors at a frequency to ensure a "High Luster Appearance". Sweep or dust mop floors. Remove stains, spots, spillage & marks before burnishing. Floors shall be dust mopped after burnishing to collect residue pad fibers, and dust caused by burnishing.
Floor Burnishing Standards:
Use pads designed for the current floor type wax and machine speed for the burnisher. Floors are properly prepared and cleaned (dust mop) after burnishing. Corners, edges are clean with no collection of dust, dirt, or pad fiber residue. Floors have a High Luster Appearance. Floors show no signs of contractor neglect. "Non Skid" Floor Sealer & Floor Finish/Wax is used.

Vacuum Cleaning Task:
Vacuuming shall include underneath desks, chairs, tables, and trash cans. Move small or light furniture. Do not move file cabinets. Return all furniture and furnishing to their proper location immediately after vacuuming is complete. Vacuum carpets with a Commercial High Particulate Efficiency Beater Bar type unit. Vacuum cleaners shall have at least 2 filtering systems. Dirt & debris shall be captured in an enclosed cavity (no bag units). The beater bar shall be adjustable and properly set to correspond with the pile height of the carpet.

Vacuum Cleaning Standard:
Carpet shall be free of all visible dust, litter, soil and embedded grit (to include staples, paper clips, and rubber bands).

Stain Removal Task:
This includes isolated shampooing of stains in carpet. Contractor is only responsible for removing stains which are 3ft x 3ft and smaller.
Stain Removal Standard:
Carpet is free of stains and not discolored.

Spot Cleaning of Rooms Task:
Spot clean all room walls surfaces with a solution of water and neutral cleaner.
Spot Cleaning of Rooms Standard:
Surface area is clean, with a uniform appearance and is free of streaks, spots and smudges.

Regular Dusting Task:
All dusting is completed before vacuuming or sweeping is started. Dust all horizontal surfaces, furniture, equipment & building equipment up to a height of 6 (six) feet above the floor. Dust artificial and live greenery. Remove trash found in planter boxes.

Regular Dusting Standard:
Surfaces, including cracks, corners, and vents shall have a uniform appearance free of marks, streaks, dust, dirt and soil with no oils. Spots or smudges caused by dusting tools. Do not disturb personal belonging left on desktops.

Cleaning and Polishing Furniture Task:
Clean & polish furniture such as files, bookcases, desks, chairs, tables, and coat racks. Remove dust, dirt, beverage marks, and spots.
Cleaning and Polishing Furniture Standard:
Furniture is uniformly clean, orderly and without oily surfaces.

Trash Removal Task:
Empty a wastebasket and other trash containers within the area and return receptacles to their original location. Put a new liner into the wastebasket. Clear plastic (see through) bags and black plastic bags are the only bags the contractor will dispose of. Plastic bags shall be of a thickness that can support trash & not break open. Contractor personnel will not handle other colored bags (red or orange). Boxes, cans, papers, etc., placed near a trash receptacle and marked 'Trash" shall immediately be cleaned up and disposed of. Replace soiled or torn plastic wastebasket liners. Any trash, debris, or boxes and items with "trash signs affixed to if from the building and deposited in the appropriate dumpster. The area around (exterior) the dumpsters shall remain free of trash and debris at all times. All trash shall be moved between floors using the freight elevator. **No trash bags shall be stored in hallways or corridors. Do not drag any trash bags across any floor surfaces.**

Cleaning Waste Receptacles Task:
Wastebaskets and other trash containers remain clean. Return trashcans to their original locations and replace with a fresh trash can liner.
Cleaning Waste Receptacles Standard:
Waste receptacles have no visible dirt, soil and stains.
Cleaning Drinking Fountains and Water Coolers Tasks:
Disinfect all porcelain and polished metal surfaces including the orifices and drains with a germicidal detergent solution.
Cleaning Drinking Fountains and Water Coolers Standard:
After cleaning, the entire drinking fountain shall be free of streaks, spots, smudges, scale, debris and other soil, bright, with no water splashed on the walls or floor and with the metal bright and shinny.
Wall Washing Task:
During the process of cleaning, use care to ensure no water is spilled on the floors or furnishings. A germicidal detergent, which conforms to government standards, shall be used in the rest rooms, latrines, locker rooms, shower rooms, food services areas, gymnasium areas, and laundry rooms.
Wall Washing Standard:
Walls shall be free of streaks, oily films, or visible smudge marks.

Cleaning of Lavatory Equipment Task:
Clean equipment/fixtures with a germicidal detergent solution. Commodes and urinals shall be cleaned with a "Low Acid Bowl Cleaner". All urinals shall have" a urinal screen with a deodorizer block" placed inside the urinal. All screens shall be replaced as needed. Provide a new bag liner in each sanitary napkin receptacle daily (when soiled).
Cleaning of Lavatory Equipment Standard:
Surfaces shall be uniformly clean. Bright work will be free of mold and fungus; Fixtures will have no streaks, stains and no excess moisture. There shall be no evidence of water or soap solution spilled on the floor or on the wall, either behind or adjacent to the fixtures.

Cleaning of Sinks Task:
There shall be no evidence of water or soap solution spilled on the floor or on the fixtures.
Cleaning of Sinks Standard:
Surfaces shall be clean, shiny, mold free, fungus free, and without streaks or stains.
Restroom Cleaning Task:
Clean all surfaces of toilet, urinals, lavatories, service sinks, showers, soap holders, dispensers, mirrors, and other such surfaces with a disinfectant cleanser in accordance with TM5-609. Remove all trash in accordance with "trash removal task". Sweep and mopped floors in accordance with appropriate "Task" narratives. Replace empty deodorizers with new cans provided by the contractor.
Restroom Cleaning Standard:
There shall be no dust, spot, stains, rust, films, lint, fiber, and soil or excess moisture left on fixtures. All fixtures including mirrors are clean and bright work is free of dirt, debris, and stains.

Restocking Task:
Refill toilet tissue dispensers with (2-ply) paper conforming to government standards. Fill towel dispensers with paper towels conforming to government standards. Fill hand soap dispensers and receptacles with "Anti-Bacterial" soap conforming to government standards. Provide sufficient supplies of toilet paper, paper towels, and soap to last until the next required filling.
Restocking Standard:
Fill all dispensers and receptacles

Dust Venetian Blinds and Window Shades Task:
Dust blinds and shades in place. Contractors can remove blinds for additional cleaning if the in place dusting fails to remove dirt.
Dust Venetian Blinds and Window Shades Standards:
After cleaning, all shades and blinds are free of dust, stains, residue or streaking. Return all shades and blinds to their original position.

Machine Scrubbing of Ceramic Tile and Quarry Tile Surfaces Task:
Sweep floors before scrubbing. Floor areas with ceramic tile and quarry tile (to include locker rooms, restrooms, and kitchen areas) shall be cleaned using an appropriate cleaning solution and a single disc buffing machine equipped with a bassinet brush. Manually scrub areas of the floor, which are inaccessible by machine.
Machine Scrubbing of Ceramic Tile and Quarry tile Surfaces Standard:
After cleaning, the floors shall have a uniform appearance and be free of all dirt, debris, spots, removable stains, films and grease. Grouted joints are clean and free of dirt, debris, or discoloration.

Sweep and/or Dust mop all Floors, Stairs and Landings Task:
Broom sweep or dust mop all surfaces. This includes crevices formed by walls, treads and similar areas requiring special attention to remove soil. Chairs, tables, trash cans, and similar moveable furnishings shall be moved to sweep all visible areas and are returned to their original location after sweeping.

Sweep and Damp mop all Floors, Stairs and Landings Standard:
Remove all dirt, dust, soil and debris. The surface appearance shall be clean.

Spot Clean and Wipe off Glass Surfaces of Entrance Doors, Glass, and Frames Task:
Clean all interior and exterior glass surfaces of entrance doors and frames.
Spot Clean and Wipe off Glass Surfaces of Entrance Doors, Glass, and Frames Standard:
All glass shall be free of all dirt, soil, spots, films, lint, and fibers.

Spot Clean and disinfect all Partitions, Stalls, and Stall Doors and Showers in the Restroom Task:
Clean all surfaces of partitions, stalls and doors, and showers (including shower doors, walls, floors, drains, faucets, and piping) with a disinfecting cleaning solution.
Spot Clean and Disinfect all Partitions, Stalls, and Stall Doors and Showers in the Restroom Standard:
All surfaces shall be free of all dirt, soil, marks and nonpermanent stains to result in all surfaces being uniform and free of streaks, spots, and smears. Shower walls will have no film, streaks or residue.

Wax and Buff all Floors, Hallways, and Entrance Ways Task:
All floors shall be swept and damp mopped in accordance with "Sweeping & Damping Mopping" standards before applying wax. All non-carpeted floors are properly waxed. Clean a minimum distance of one foot under rugs.
Wax and Buff all Floors, Hallways, and Entrance Ways Standard:
After waxing and buffing the entire floor shall have a uniform glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a visible uniform coating of wax.

Snow & Ice Removal Task:
Remove snow and or Ice from the following locations:
1. Porches, patios, sidewalks
2. Main entrances
3. Parking lot entrances and adjacent sidewalk areas

Snow & Ice Removal Standard:
The exterior building areas shall be maintained free of snow, ice, and all other hazardous conditions at entrances, steps, landings, walkways, and other approaches. No snow is to be dumped on or near trees, shrubbery, ground cover, or flowerbed areas. The specified areas shall be free of snow and ice accumulations. Snow shall not be piled up against buildings, or obstruct pedestrian or vehicular flow.

Floor Care Procedures

Companies who fail to understand how to clean and maintain various floor types are inviting disaster. Too much water applied to a wood floor can cause it to buckle; Too much water or stripper applies to a tile floor that is allowed to stand too long can break down the bonding of the adhesive between the floor and tile and the floor tiles can pop off; improperly maintained carpet can lose its color or even buckle or shrink. With the multitude of floor types available and the various cleaning methods they might require, it would take an encyclopedia of flooring to cover all of the procedures that should be followed. Some key points, however, can help in the decision making process.

Frequency
The key to maintaining floor surfaces at an optimal level that extends the life of the floor while enhancing its appearance is routine cleaning on a regular basis, daily if possible. Too often, managers schedule cleaning less frequently, supposedly to save money. In the short run it does

save money, but in the long run it can actually cost more. For example, a carpet that is cleaned only sporadically may last only five years, but a carpet that receives a good routine cleaning may last ten years or more.

Procedures

It is common sense to use the least invasive methods and chemicals to clean floor surfaces. It is easier to maintain a resilient tile floor through regular buffing, using a mop-on floor restorer, than it is to strip the floor using strong chemicals and a cleaning process that are labor and machine intensive. Regular buffing is far less invasive and less expensive than stripping floors. There is no reason a well-maintained hard floor finish cannot last three years or more, with proper maintenance.

Equipment

Use the right equipment for the job. Each type of floor may require a particular piece of equipment. Managers must work with manufacturers, installers and custodial equipment suppliers to find the best piece of equipment to maintain each type of installed flooring. The right piece of equipment, in the proper size with the required features, can set the stage for success.

Worker Training

The most critical element of a quality floor care program is personnel training. Failure to train cleaning personnel in the various methods of floor care will spell disaster. For instance, using the wrong chemicals on carpet can destroy it and using the wrong cleaning solutions on a hard floor can damage or dull its finish. The greater the amount of time spent in training personnel, the more likely it is that the facility, including its floors, will be maintained at an optimum level.

Tasks

All types of floor care involve a series of tasks including vacuuming, spot removal and gum removal for carpeting. In the case of hard floors, tasks include dust mopping, damp mopping and spray buffing. The more often these tasks are performed, the greater the level of cleanliness and the easier it is to clean the floor type.

Special Cleaning Schedules

Assuming a manager has set up frequencies for cleaning and that those frequencies include carefully scripted tasks, the next step is to develop a series of maintenance schedules for floor cleaning and maintenance outside the normal daily frequencies and tasks. These schedules would highlight special cleaning, such as scrubbing and re-coating hard floors with finishes, bonnet cleaning, dry-foam cleaning and deep extraction of carpeted floors.

6.2.3.5 Determining and Maintaining Performance Measurements

Our Lead Cleaner will initiate and maintain checklists of requirements that will be used on a daily basis and reviewed weekly to ensure our personnel are performing properly. Should discrepancies be noted at any time by our management or Lead Cleaner personnel, they will be corrected on the spot when possible, but in any case within 24 hours of the discrepancy. Employees who do not meet our requirements will have actions taken against them ranging from verbal warnings/counseling up to and including dismissal from employment with our company. The checklists will enable our management and Lead Cleaner personnel to review daily contract performance and determine any weak areas. Weak areas, if noticed, will be reinforced through extra training when necessary, pairing a lesser performing employee with a better performer, or through dismissal of the errant employee if necessary.

6.3 Experience, Financial and Management Capability (8.F.3) (5.B)

This section of our proposal presents our experience, financial and management capability for your review. We provide a current list of contracts that required day-to-day interface with the public as will this contract; we discuss the qualifications and experience of our proposed managerial and Lead Cleaner personnel and provide their resumes; we describe our current employee management programs; and we discuss our company technical expertise and past experience that will show our capability to perform this contract for the Port Authority. This information shows our qualifications and capability to perform this contract effort.

6.3.1 *List of Contracts* (8.F.3.a)

Below is a listing of contracts we are currently performing that require cleaning services and daily interaction between our employees and the public.

Name:	*John F. Kennedy International Airport*
Place of Performance:	JFK Airport Parking Lots, NY
Contact:	Jeff Agoglia Phone: 718-244-3652
E-Mail Address:	jagoglia@panyny.gov
Work Performed:	Custodial Services of Parking Lots
Date Completed:	11/01/2007 to 10/31/2010
Dollar Value:	$2,400,000.00

Name:	*LaGuardia Airport*
Place of Performance:	Laguardia Airport Parking Lots, NY
Contact:	Robert Barnes Phone: 718-533-3483
E-Mail Address:	rbarnes@panynj.gov
Work Performed:	Parking Lot Cleaning and Policing
Date Completed:	03/01/2008 to 02/28/2011
Dollar Value:	$1,800,000.00

Name:	*John F. Kennedy International Airport*
Place of Performance:	JFK Airport Building 14
Contact:	Dave Holt Phone: 718-244-3556
Work Performed:	General Cleaning Services
E-Mail Address:	dholt@panynj.gov
Date Completed:	March 2003 to Date
Dollar Value:	$1,800,000.00

Name:	*Laguardia Airport-Marine Air Terminal*
Place of Performance:	Laguardia Airport-Marine Air Terminal
Contact:	Robert Barnes Phone: 718-533-3483
E-Mail Address:	rbarnes@panynj.gov
Work Performed:	General Cleaning Services
Date Completed:	08/01/07 TO 08/01/2010
Dollar Value:	$1,400,000.00

Name:	*Avports Teterboro Airport*	
Place of Performance:	Teterboro Airport, NJ	
Contact:	John Panarello, Manager	Phone: (201) 288-1775
Work Performed:	General Cleaning Services	
Date Completed:	03/01/2007 TO 02/28/2010	
Dollar Value:	$201,000.00	

6.3.2 *Managerial and Lead Cleaner Personnel Qualifications and Experience* (8.F.3.b)

As stated in Section 6.2.2 of our proposal, we intend to assign 1 full time Lead Cleaner to this contract effort. It is our belief that management and supervision of a contract will lead to either success or failure; therefore, we are very careful about choosing the personnel we assign to these functions.

6.3.2.1 *Resumes*

We have included resumes for management and Lead Cleaner personnel we have available that could be assigned to this contract should there not be enough or any incumbents who are acceptable to the Port Authority and our company immediately following this page of our proposal for your review. As you will see, we have proposed personnel with the requisite knowledge, experience and qualifications necessary to ensure proper supervision and oversight of this contract effort.

Carmen Castillo

Experience

2001-Present Cristi Cleaning Service Queens, NY

Supervisor/Maintenance

- Supervised 10 workers. Supervised building and make sure they in clean and order condition.
- Maintained stock room in order.
- Notify management concerning needs for any repair or additions to lighting.
- Clean & maintained buildings in order.

1988-2001 Ridgewood/Bush wick Citizen Center Brooklyn, NY

Home Attendance Supervisor

- Supervised and managed 15 home attendants for a senior citizen care firm.
- Make sure proper care was given to patients in their homes.
- Check bed linens, washed and ironed laundry and also checked if home was cleaned in a daily basis.
- Maintained records of services performed by Home Attendant. Write up employees who were not doing job correctly.

1987-1995 Dr. Harri Shuckla Office Brooklyn, NY

Receptionist

- Compiled, verified, typed and field medical records.
- Prepared folders and maintained records of newly admitted patients.
- Reviewed medical records for completeness, assembled records into standard order and field records in designated areas according to applicable alphabetic and numeric orders.
- Posted results of laboratory test to records. Structured and maintained a professional atmosphere. Attend customers in the office. Answering heavy phone calls.

Education

1969-1972 141 High School Bronx, NY

- High School Diploma/Nurse.

Skills and Abilities

Knowledge in Computer Software: Microsoft Word, Power Point, Excel, adding machine, calculator and Typing Skills. Bilingual (English/Spanish).
References Available Upon Request.

Work Experience:

Cristi Cleaning Service **4/01 – Present**
Supervisor
LaGuardia Airport – Queens, NY
Duties include, but are not limited to:

- Supervising a staff of 13 which clean all terminals at the airport,
- Conducting hiring/exiting interviews,
- Developing work schedules,
- Maintaining and submitting all payroll reports.

Metropolitan Jewish Health System **4/98 – 3/00**
Mail Room Clerk/Office Assistant
Duties included, but were not limited to:

- Sorting and distributing mail as well as maintaining daily postage used log,
- Assisting in special projects,
- Performing routine clerical tasks and record keeping,
- Alternating shifts at reception area.

JR Rappers **6/97 – 3/96**
Shipping clerk
Duties included, but were not limited to:

- Loading and unloading merchandise.
- Inputting invoices, labels, etc. into the company computer.
- Deliveries to the garment district in Manhattan, NY and returning with any bulk merchandise.

Education:

Aviation High School
Graduated: 1997

Skills:

- Knowledge of all Microsoft Office programs: Word, Excel, Publisher and PowerPoint
- Knowledge of Quickbooks Pro
- Fluent in Spanish.

References Available Upon Request.

6.3.3 *Employee Management Programs* (8.F.3.c)

This section of our proposal presents our employee management programs that we have in effect that can be used for this contract effort, either as they currently stand, or with minor modification to fit the requirements of this contract. We believe you will see that we have processes and procedure in place that will ensure proper performance of this general cleaning effort.

6.3.3.1 *Cleaning Services Related Training*

In order to provide comprehensive services by qualified individuals, it is our intention to provide cleaning services related training to our personnel that will include the following subjects:

- Understanding, meeting/exceeding the customer's needs
- Facility operations--familiarization with the services provided at this specific facility
- Post assignments and work schedules
- Familiarization with and applicable procedures related to required forms and tour reports
- Appropriate ethics and conduct
- Professional appearance standards
- Appropriate emergency procedures and notifications
- Maintaining a safe work environment
- Radio usage, terminology and procedures
- Security awareness
- Company mission statement and core values
- Progressive discipline

In addition to the above, our Lead Cleaner will also receive training in the following subjects:

- Performance management and quality control
- Setting examples of core values for the workplace
- Administering progressive discipline
- Leading and motivating employees
- Inspiring individuals to achieve excellence
- Conflict resolution
- Setting priorities
- Managing a diverse workforce
- Maintaining a safe work environment
- Incident reporting and log entries

Also, if required by the Port Authority, all of our employees will receive facilities orientation and knowledge training, or customer care training. No employee will be assigned to this contract until successful completion of the above training has been accomplished. We have included our custodial services training manual following this page of our proposal for your review.

CRISTI CLEANING SERVICE

CLEANING OPERATIONS MANUAL

This cleaning manual is specifically designed to instruct you on the correct method of performing all the tasks outlined in the specifications. Each task in the specifications has been screened by the OPSMAN program and the detailed task directions for the performance of each task has been selected. Task specific tips have been added for each task chosen along with the types of chemicals, equipment and supplies necessary for the correct completion of each task. Each task technique further identifies the section of the No-Words Training Manual where a graphic example of the task technique or safety technique may be found.

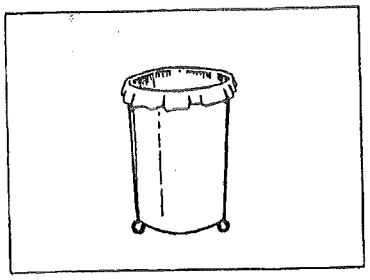
Office Buildings are among the most common of all facilities cleaned today. The tenants, employees and visitors form their opinion of the cleaning and in fact the standard of the building by their reaction to the public areas. Obviously the most heavily soiled areas are going to be the public areas since they carry the most traffic. It is for this reason that the Public areas play such an important role in the overall cleaning program. We also intend to live up to the expectations of the entire workforce of the building and to the specifications of the cleaning program. This is in fact the reason behind this manual.

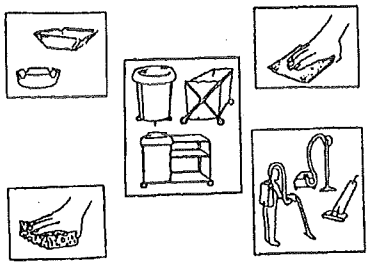
Our intention is, for this manual to become an integral part of the cleaning program, a living reference manual that can grow and expand to meet changing needs of the cleaning program.

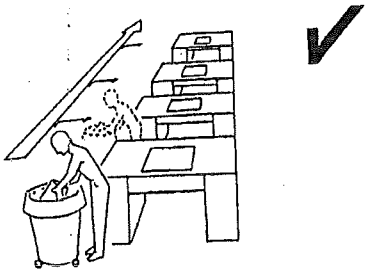
TASK TECHNIQUE

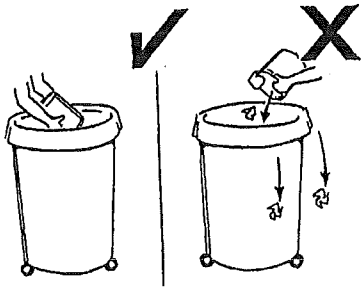
1. EMPTY TRASH (LINERS)

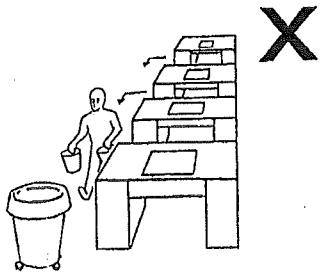
Technique: The trash pick-up container must move with the cleaner to the closest point possible to the waste basket. Empty the waste basket into the pick-up container by placing the waste basket into the pick-up tube and shake to dislodge the trash. The liner then should be checked and changed if soiled. Generally the liner should last for approximately five days. The liner should be tied around the top of the waste basket to hold it in place. Caution, do not leave office doors open or unlocked if locking is possible.
Equipment: Trash Pick-Up Container, Plastic Bags, Waste Can Liners.

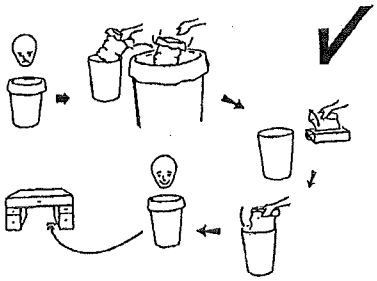












2. REMOVE TRASH

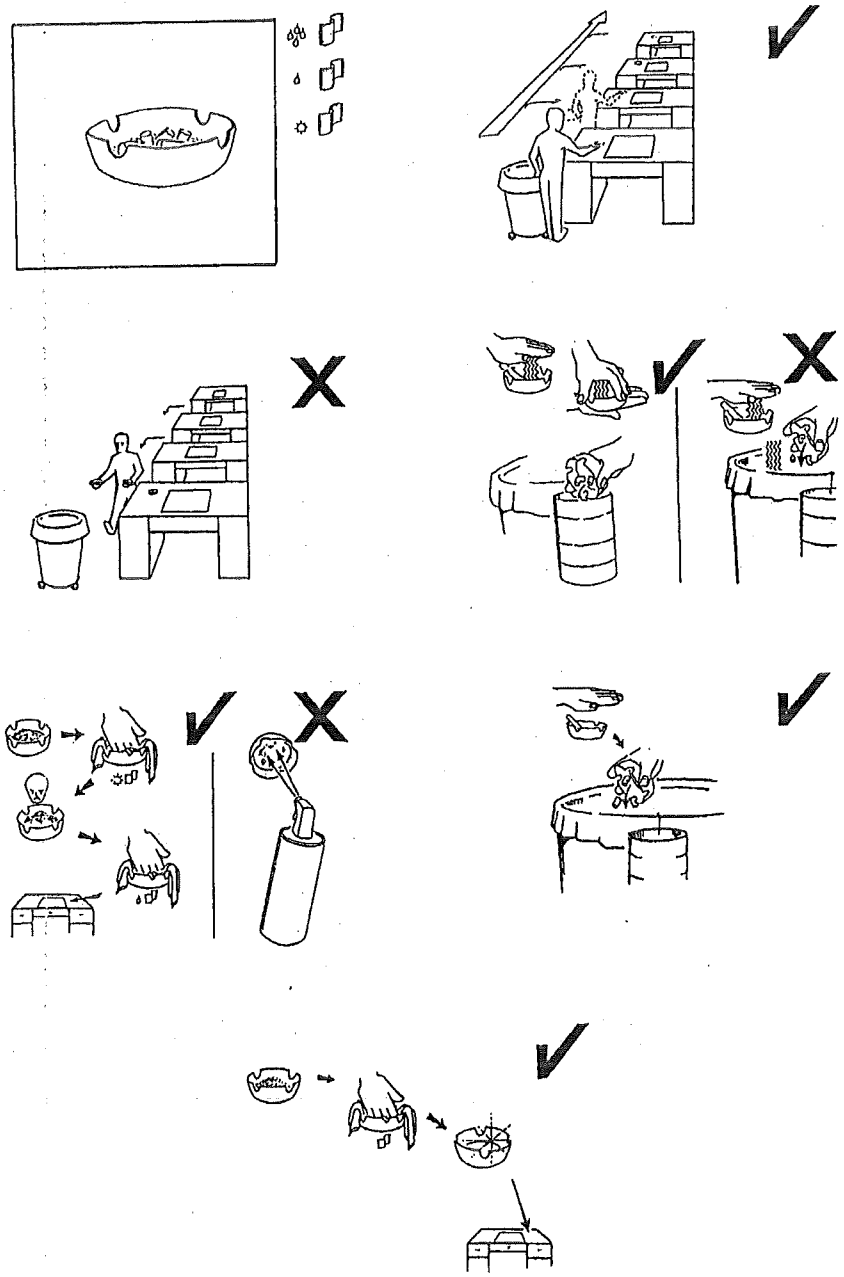
Technique: As the trash pick-up container bags are filled they should be taken to a pre-determined pick-up spot. This could be by the freight or a designated passenger elevator or other designated area. The bags should be placed on a mat to protect the floor.
Equipment: Trash Pick-Up Container, Plastic Bags.

3. CLEAN ASHTRAYS

Technique: Whenever possible the ashtrays should be emptied at the same time the trash is emptied. This means the trash pick-up tube will be at the cleaners side. The ashtray must be first checked for burning material. If present then the contents should be placed in a separate container from the trash container. Picking up the ashtray with one hand and placing in the palm of the other hand will detect heat if present. Now wipe the ashtray with a dry cloth first to remove the loose ash and only if necessary to remove soil should you use a damp cloth. Always place the ashtray back in the same spot that you found it.

Equipment: Trash Pick-Up Container, Plastic Bags, Cloth or Sponge. Butt Can (for hot or burning material)

Chemicals: General Purpose cleaner.

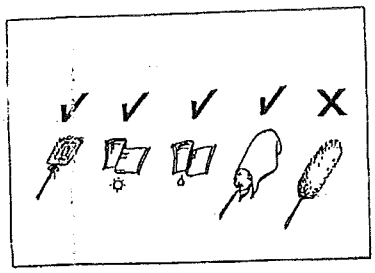


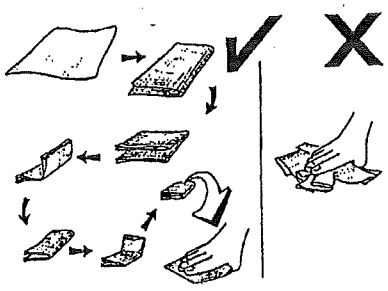
4. ASH TRAYS/URNS.

Technique: Ashtrays and trash should whenever possible be emptied at the same time. The trash pick-up tube must stay with the cleaner at all times. Check the ashtray for burning material by placing it the palm of the hand. If the contents are hot, put them in separate container. Remove the loose ash with a dry cloth first and use a damp cloth to remove soil. Sand urns need to be sifted with a sieve to separate cigarette debris. A thin layer of sand/or silica should be placed on the old product.
Equipment: Trash Pick-Up Container, Plastic Bags, Cloth or Sponge. Butt Can (for hot or burning material), Sieve.
Chemicals: General Purpose Cleaner, Sand/or Silica.

5. HORIZONTAL DUST

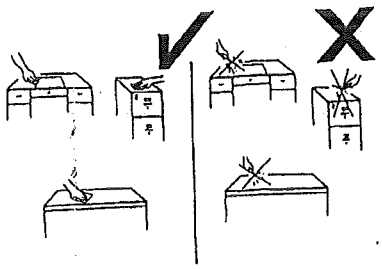
Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean surfaces. When dusting desks the papers should not be touched. Credenzas, file cabinets, tables and book cases are all included in horizontal dusting.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

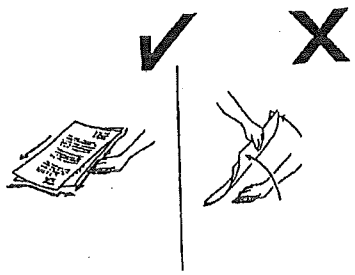




6. DUST FURNITURE, FIXTURES, EQUIP.

Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean SURFACES. WHEN dusting desks the papers should not be touched. Credenzas, file cabinets, tables and book cases are all included in horizontal dusting.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.





7. HI/LO DUST

Technique: Using either a folded dust cloth or a long handled duster covered with a dust cloth to provide for extra reach, the cleaner will dust the high and low reach areas. The high reach areas would include picture frame tops, tops of partitions and door frames. Low reach areas include base boards, chair rails, and any item close to the floor. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

8. DUST/SPOT CLEAN FURNITURE

Technique: Using either a folded dust cloth or a damp sponge wipe the horizontal surfaces to remove dust or damp or dried spots. The cloth should be folded as shown in Section 1 of the reference book. In this way a clean surface is readily available to the cleaner as the cloth becomes soiled. Cleaning solution should not be sprayed directly onto the surface to be cleaned. It should be sprayed onto the cloth or sponge.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

9. LO/DUST

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all low reach items including: chair rungs, baseboards (i.e., any item close to the floor). The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

10.HI/DUST

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all high reach items such as picture tops, rails, door frames, partition tops, etc. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

11.LO/DUST DETAIL

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all high reach items such as picture tops, rails, door frames, partition tops, etc. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

12.HI/DUST DETAIL

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all high reach items such as picture tops, rails, door frames, partition tops, etc. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

13.SPOT CLEAN DETAIL

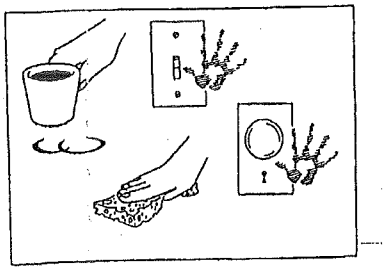
Technique: Using a cloth or sponge and a suitable general purpose cleaner remove the spots and spills from all visible surfaces. These would include: door frames, push plates, furniture, glass, and other surfaces where marks and soil are deposited. Do not spray on the spot. Spray on the cloth or sponge and work from the center of the spot out applying gentle pressure.
Equipment: Cloth or Sponge, Putty Knife.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

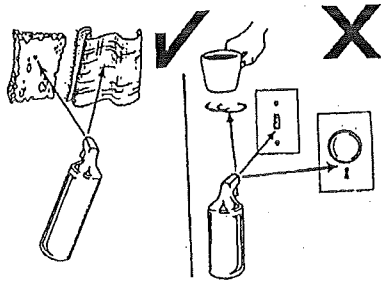
14.SPOT CLEAN GENERAL

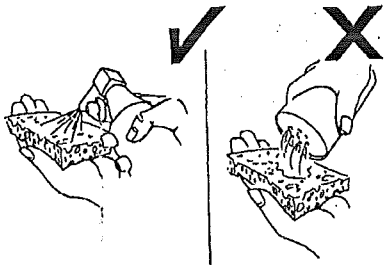
Technique: Using a cloth or sponge and a suitable general purpose cleaner remove the spots and spills from all visible surfaces. These would include: door frames, push plates, furniture, glass, and other surfaces where marks and soil are deposited. Do not spray on the spot. Spray on the cloth or sponge and work from the center of the spot out applying gentle pressure.

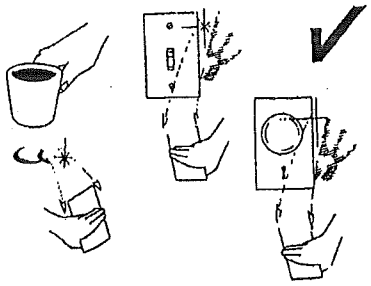
Equipment: Cloth or Sponge, Putty Knife.

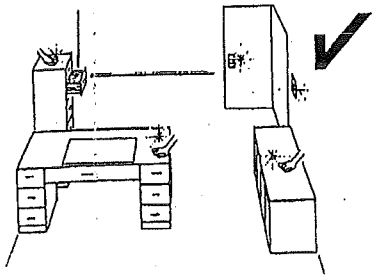
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

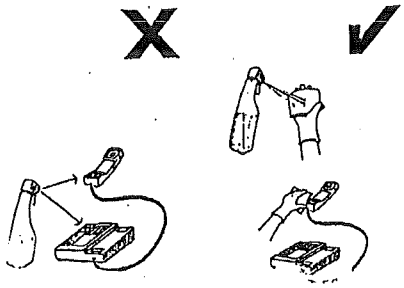


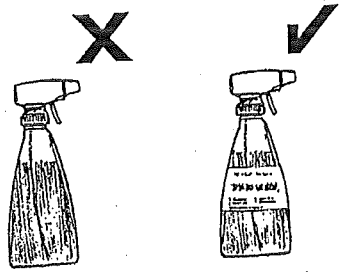










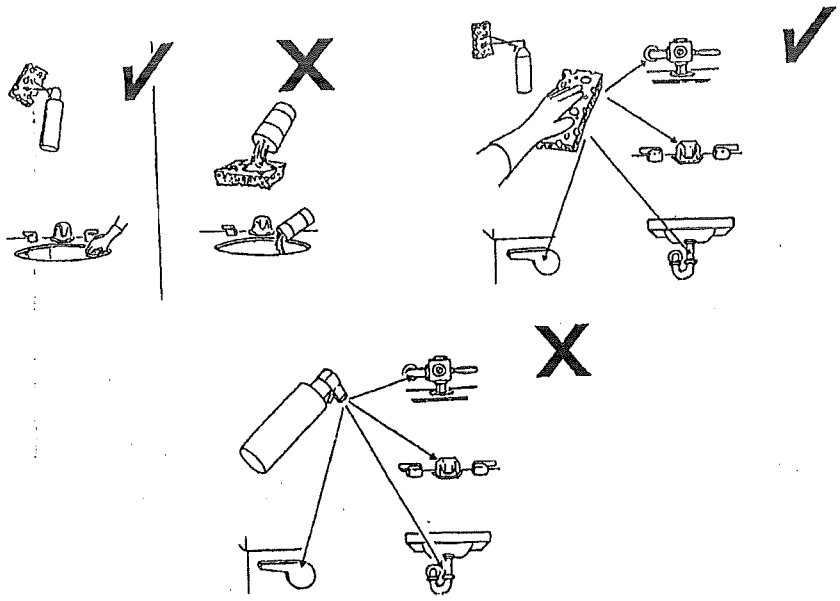


15.DUST TELEPHONES

Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean surfaces. When dusting telephones make sure that the phone hand piece and base is dusted.
Equipment: Dusting Cloth and/or Dusting Wand.

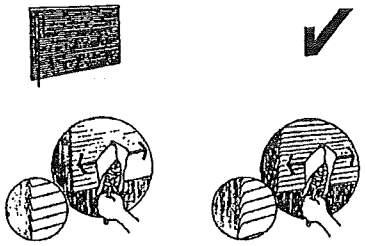
16.CLEAN SINKS(* Private)

Technique: Spray cloth or sponge with restroom cleaner and wipe the counter tops and sinks. Flush with clean water and be sure to remove any stains around the drain. Include the wiping of the metal fixtures.
Equipment: Cloths, Spray Bottles, Gloves.
Chemicals: Disinfectant Detergent.



17.DUST WINDOW BLINDS

Technique: Using either a folded dust cloth or a long handled duster covered with a dust cloth to provide for extra reach the cleaner will dust the blinds. The blind should be closed and wiped down. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Dusting Cloth and/or Dusting Wand.

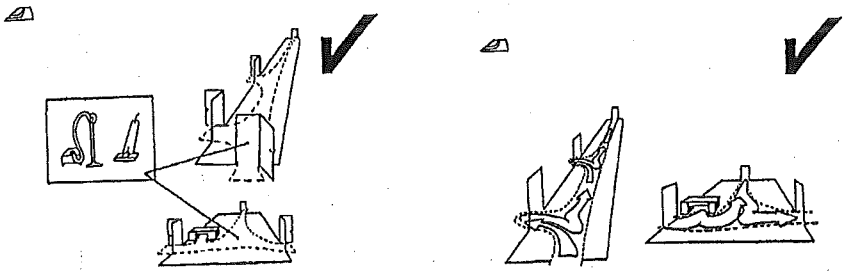


18. CLEAN DRINKING FOUNTAIN

Technique: Cleaning the top of a drinking fountain requires spraying a cloth or sponge with a suitable cleaner. Brushed metal surfaces must always be wiped in the direction of the grain. Water salts can be removed using a cream cleaner, however, powder cleaners should not be used. Care must be taken to clean the spigot and leave no cleaners behind. The base of the fountain can be wiped with a cloth or sponge.
Equipment: Cloths or Sponge.
Chemicals: General Purpose Cleaner, Disinfectant Cleaner, Metal Polish.

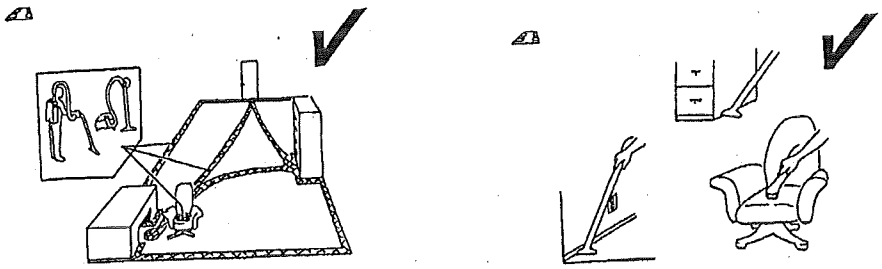
19. TRAFFIC VACUUM

Technique: Using an upright, tank or back-pack vacuum the cleaner will vacuum the main walk ways of the area. When possible the movement of the vacuum should be in a lawn mower motion. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.
Equipment: Upright Vacuum, or Tank Vacuum, or Back-pack.



20. DETAIL VACUUM

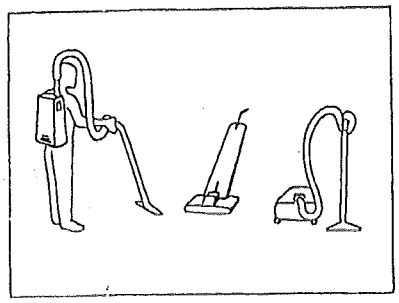
Technique: Using a Tank, Back-pack, or Upright with a separate hose for tools concentrate on the carpet edges and corners and the fabric covered furniture. Corners and edges will need the use of crevice tools and edging tools. Detail vacuuming also includes the vacuuming of the narrow traffic lane areas. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.
Equipment: Upright Vacuum, or Tank Vacuum, or Back-pack.

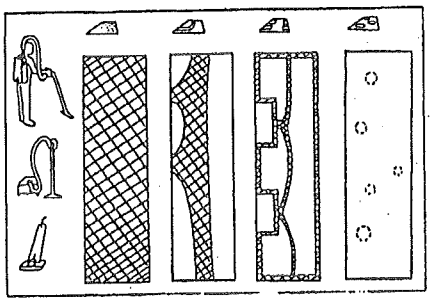


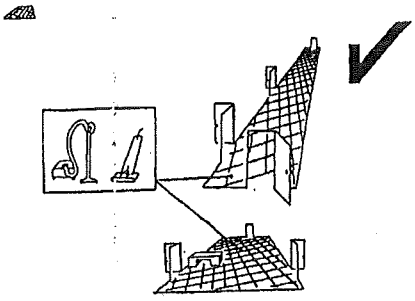
21. FULL VACUUM

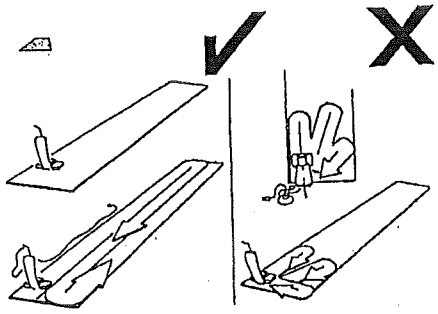
Technique: Using a Tank, Back-pack or Upright Vacuum with full vacuuming the entire carpet area is vacuumed. In office areas as an example it would include all open areas from wall to wall. Wide open areas should be vacuumed with a lawn mower action while in confined areas the cleaner would use the back and forth motion. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.

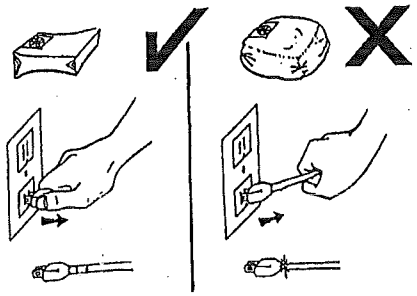
Equipment: Upright Vacuum, or Tank or Back-pack Cleaner.

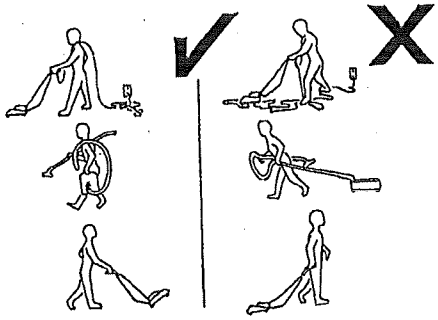






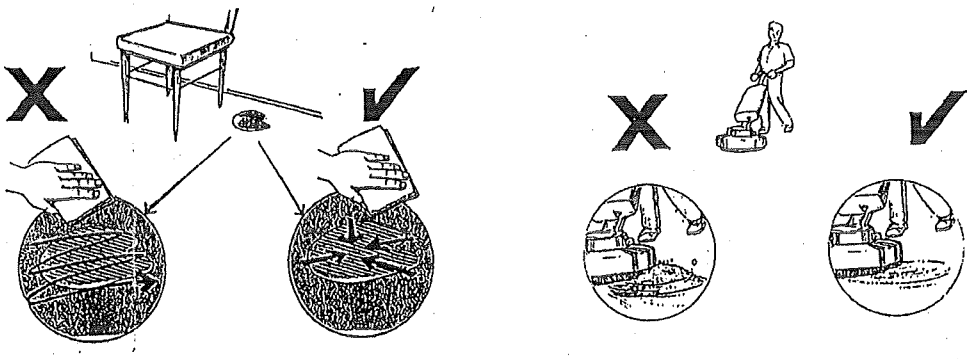






22. SPOT CLEAN CARPET

Technique: Carpet spots should be removed with the mildest chemical available. Use a tamping brush to apply the spotter beginning from the outside of the spot and working to the center. Use a liberal amount of water on synthetic carpet and blot dry using an absorbent pad. Before using any chemical on carpet for the first time test the product in an inconspicuous spot.
Equipment: Tamping Brush, SpotLift Pads.
Chemicals: General Spotting Chemical.

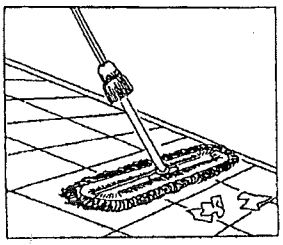


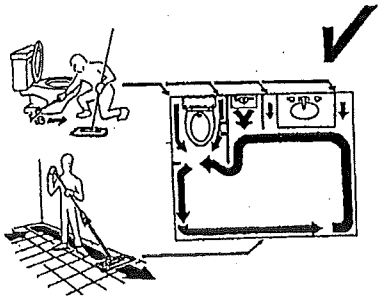
23. POLICE FLOORS

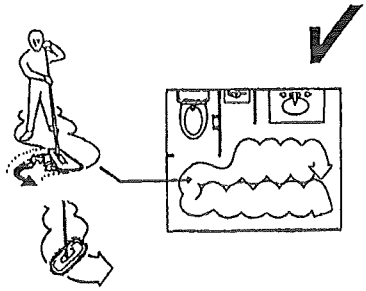
Technique: The aim of this task is to remove the debris and litter from hard surface floors. The method will differ from picking up by hand to using a long handle broom and pan. The important point is to insure that litter is not missed as the cleaners and management pass through the areas.
Equipment: Dust Pan and Broom, Trash Container.

24. DUST MOP

Technique: It is important to keep a swivel action dust mop flat on the floor and not to raise it as the cleaner moves forward. Using a dust mop of appropriate width for the area to be covered is most important. Dust piles should be left along corridors to be picked up later. The dusting action is performed using the suitable size dust mop to the size of area to be covered.
Equipment: Two, Three or Four Foot Dust Mop (Swivel Action)
Chemicals: Water Based Dust Mop Treatment.





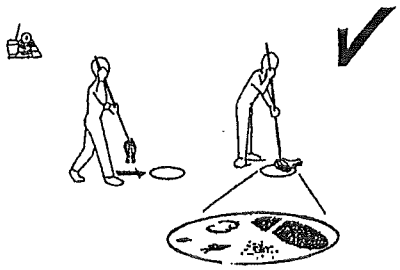


25.SPOT MOP

Technique: Spot mopping is the removal of spills and stains using a mop and approved cleaning solution. The cleaner must be mixed at the correct use dilution and placed in a bucket fitted with a wringer. wring out the mop until it does not drip. Carry the mop to the spill to be removed and pick up the spill or spot by moving the strands over the spot in a side to side motion. Under no circumstances should a dripping mop be carried over a carpeted floor.

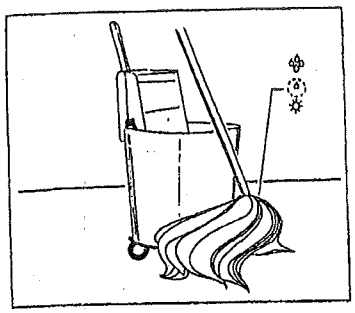
Equipment: 16, 24 or 32 ounce mop, Bucket and Wringer.

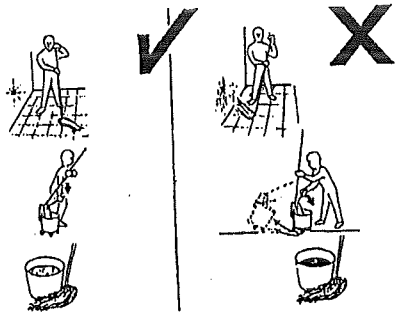
Chemicals: General Floor Cleaner, or Disinfectant Detergent.

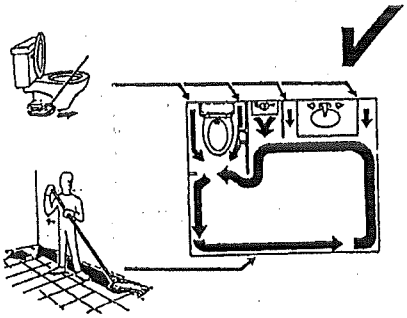


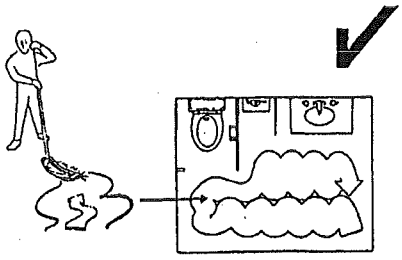
26. DAMP MOP

Technique: Damp mopping is the complete wetting of the hard surface floor using a mop and approved cleaning solution. The cleaner must be mixed at the correct use dilution and placed in a bucket fitted with a wringer. Wringing out the mop until it does not drip. Beginning at the edge of the area, pull the mop flat on the floor outlining an area no larger in size than ten feet square. Then fill in the center of the square or rectangle with a side to side action. The mop should be occasionally turned by bringing the mop around behind the cleaner on the right or left side and gently turning the mop onto itself so as not to splash. If splashing occurs, wipe off any moisture immediately with a sponge or cloth. Under no circumstances should a dripping mop be carried over a carpeted floor.
Equipment: 16, 24 or 32 ounce mop, Bucket and Wringer.
Chemicals: General Floor Cleaner, or Disinfectant Detergent.







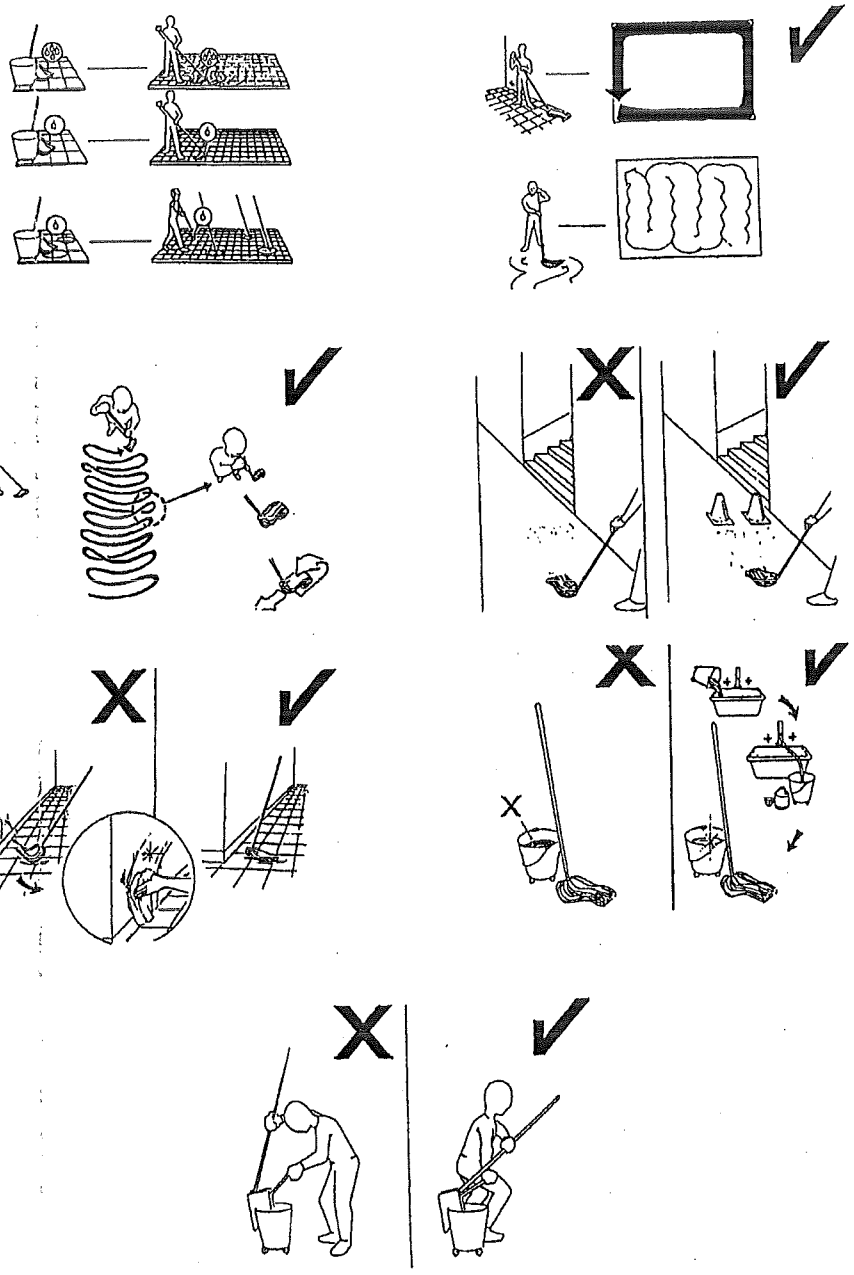


27.WET MOP

Technique: Wet mopping is the liberal wetting of the hard surface floor using a mop and approved cleaning solution. The cleaner must be mixed at the correct use dilution and placed in a bucket fitted with a wringer. Tap the mop on the wringer. Beginning at the edge of the area, pull the mop flat on the floor outlining an area no larger in size than ten feet square. Then fill in the center of the square or rectangle with a side to side action. The mop should be occasionally turned by bringing the mop around behind the cleaner on the right or left side and gently turning the mop onto itself so as not to splash. If splashing occurs, wipe off any moisture immediately with a sponge or cloth. Under no circumstances should a dripping mop be carried over a carpeted floor.

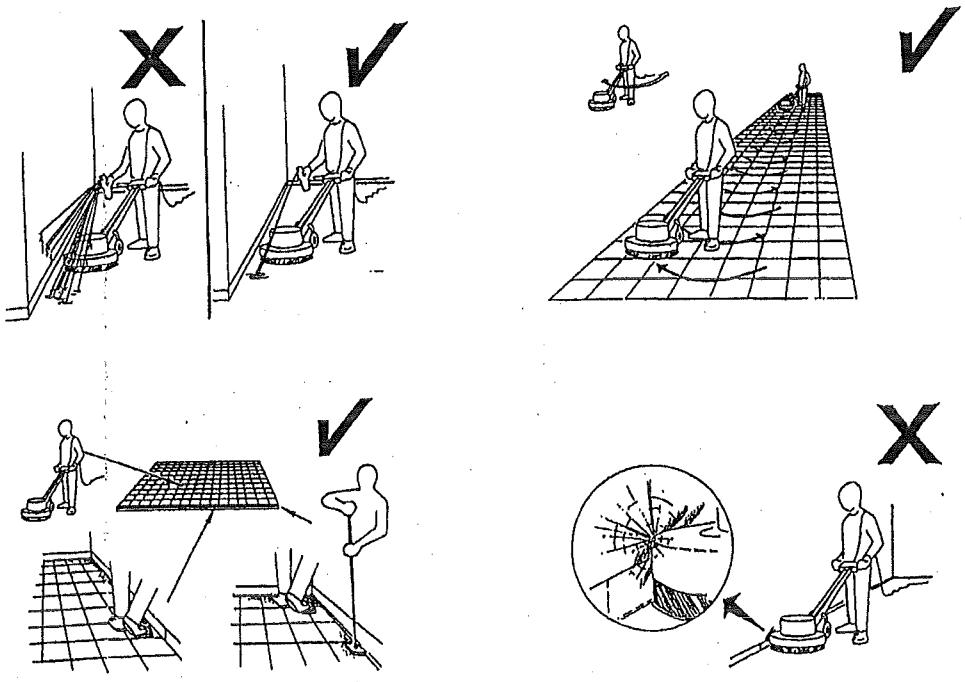
Equipment: 16, 24 or 32 ounce mop, Bucket and Wringer.

Chemicals: General Floor Cleaner, or Disinfectant Detergent.



28.SPRAY BUFF (HIGH)

Technique: Spray buffing is the removal of the top layer of finish, stains and marks on the floor surface and the replacement of the finish with fresh material. Typically the cleaner will mix the floor finish at a one part product to ten parts water in a trigger spray container. The floor should first be dust mopped, then using a high speed floor machine (600 to 1200 R.P.M.) and a red pad correctly placed on the drive disk. Spray the floor with the spray buff material using a straight shot from the spray container. The floor machine will spread the material. By using a pattern for example of spraying every other tile you will find an even coat of finish will be applied. The side to side machine action should be used if using a swing buffer, and the lawn mower action for corridors. Do not spray near baseboards or furniture legs and should spray hit these areas wipe off with clean cloth.
Equipment: High Speed Floor Machine, Spray Container, Cloth, Gum Scraper.
Chemicals: Spray Buff Solution.

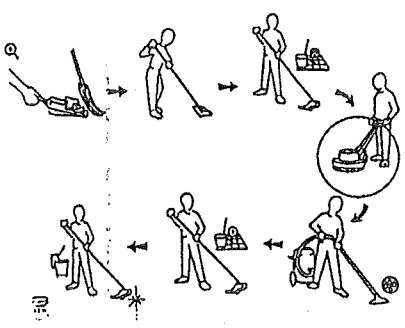


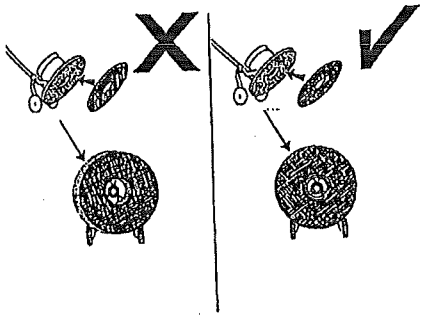
29. MACHINE SCRUB (RECOAT)

Technique: This task is normally done using a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a general purpose cleaner. Scrubbing would be done by using a mildly aggressive pad, either a green, brown or blue pad. The idea is to remove one or more layers of finish and the embedded dirt so that a fresh coat of finish can be applied. The cleaning solution should be picked up using a wet vacuum or mop. Then a new coat of finish can be applied.
Equipment: Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce mop, Gum Scraper, Finish Bucket.
Chemicals: General Purpose Cleaner, Floor Finish.

30. STRIP/REFINISH

Technique: Stripping is normally done using a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a stripper using a wet mopping process. Scrubbing would be done by using an aggressive pad, either a brown or black pad. The idea is to remove all layers of finish and the embedded dirt so that a fresh coat of finish can be applied. The stripper should be picked up using a wet vacuum or mop. To prepare the surface to receive finish, the corners and edges need to be scrubbed to insure the entire floor is free from old finish. This can be done by hand or a pad under the cleaner's foot. The stripped surface will need to be damp mopped to remove every trace of stripper and then finally neutralized with a mild acidic solution. Running a buffer over the floor will: help it receive finish, seal the floor, and warm the floor to improve drying. Floor finish is applied using a clean mop and the damp mopping technique.
Equipment: Dust Mop, Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce Mops, Gum Scraper, Finish Bucket and Wringer, Wet Vacuum, Cloths.
Chemicals: Stripper, Neutralizing Solution, Floor Finish.



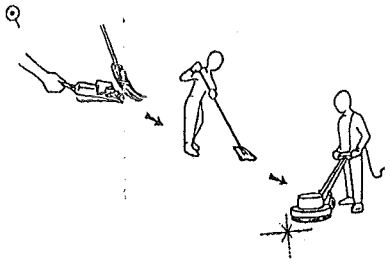


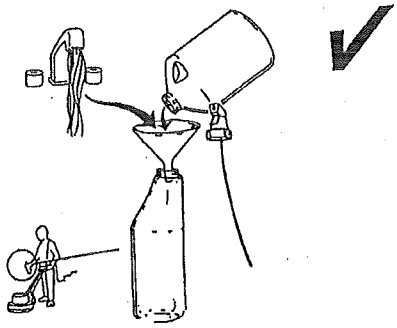
31.MACHINE SCRUB

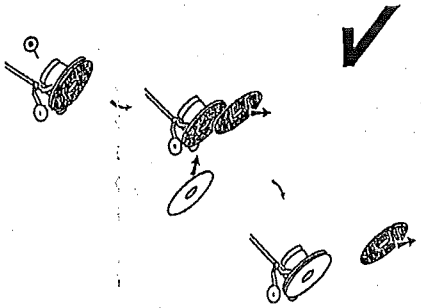
Technique: This task is normally done with a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a general purpose cleaner, or a disinfectant cleaner. Scrubbing would be done by using a mildly aggressive pad, either a green, brown or blue pad. Corners and edges and the area around pillars may well need to be scrubbed by hand. The cleaning solution should be picked up using a wet vacuum or mop.

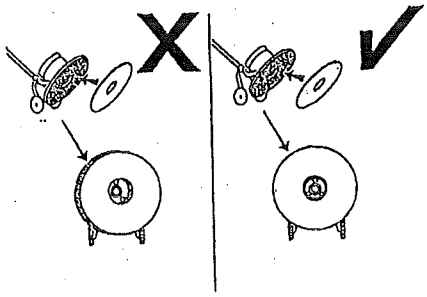
Equipment: Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce Mop, Gum Scraper.

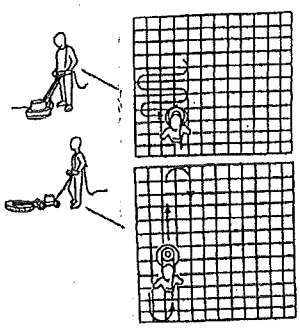
Chemicals: General Purpose Cleaner, Floor Finish.

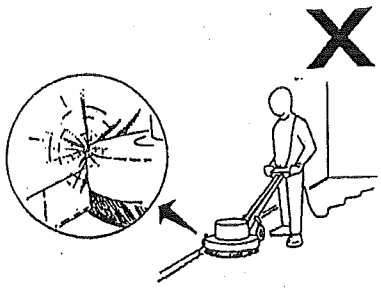






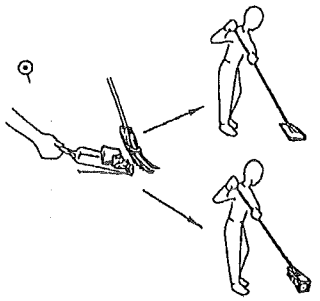


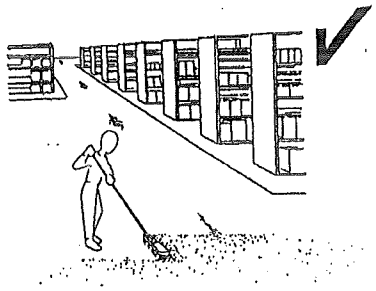


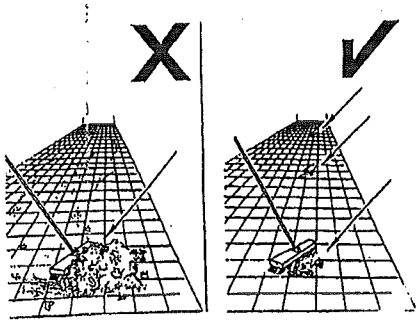


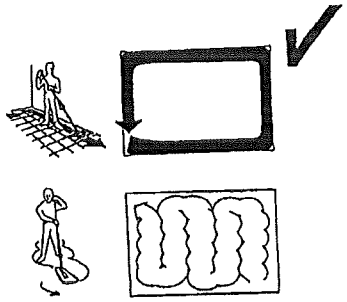
32. BROOM SWEEP

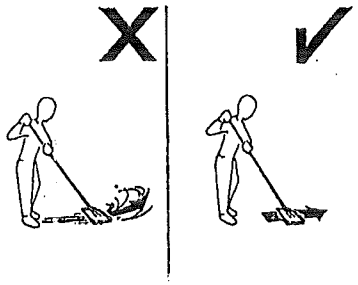
Technique: Using a push broom debris can be moved around basically open areas. For kicking dirt out of edge and away from confining areas the cleaner should use a long handled brush. The first step is to move the debris out to the center of the area to be swept, then using the push broom move the dirt in a straight forward walking motion. Turn at the end of the area and proceed back. Periodically the cleaner will need to leave dust piles to be scooped up later. This pile should be left in the open so they are not missed when final pick up is performed. Always keep the broom head flat on the floor. Don't use the quick forward push and raise technique as this puts dust and debris particles into the atmosphere.
Equipment: Push Broom, Long Handled Broom, Dust Pan, Gum Scraper,

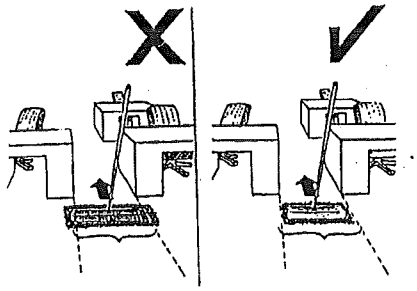


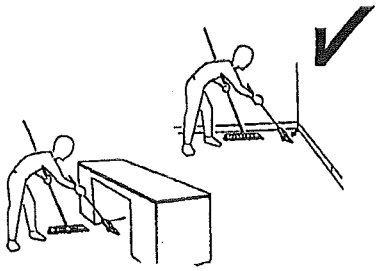






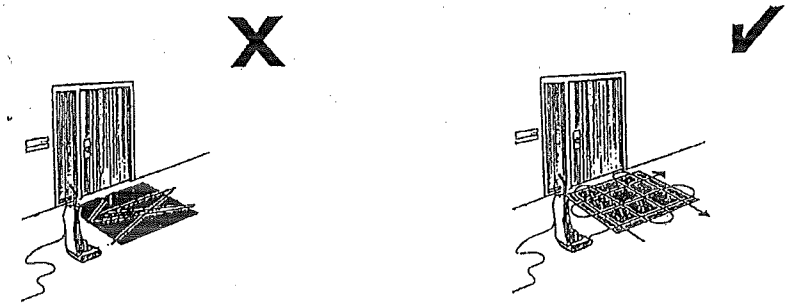






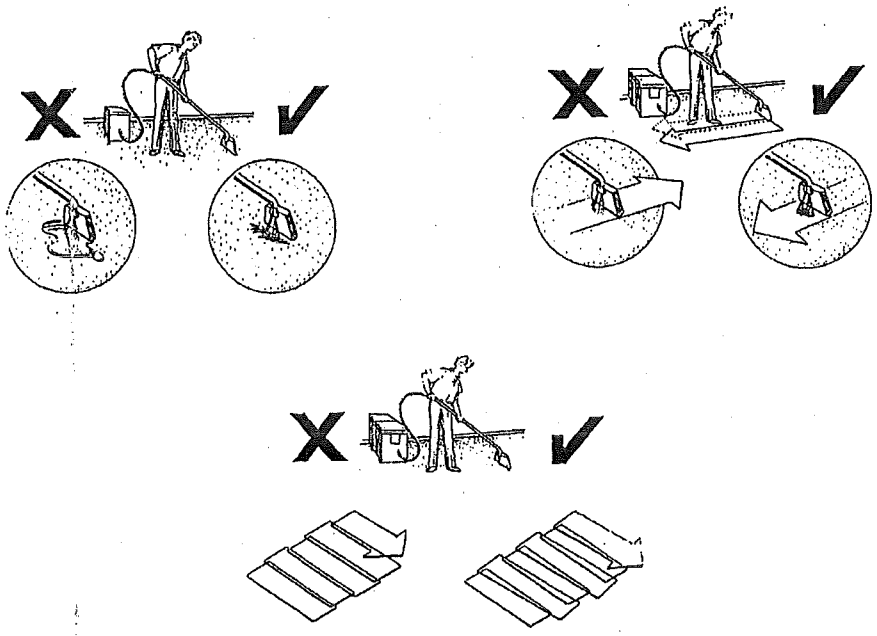
33.VACUUM MATS (*)

Technique: The cleaner may use any standard vacuum cleaner when vacuuming mats. Periodic use of a beater bar head will help to dislodge embedded dirt. Mats can be vacuumed in place using a top to bottom action followed by a side to side action. In this way the mat is vacuumed in two directions providing a cross hatch effect.
Equipment: Industrial Vacuum Cleaner.



34.HOT WATER EXTRACT

Technique: The carpet initially needs to be vacuumed using a machine with a power driven head. Next any obvious spots should be pre- spotted using an approved spotter. Place a few drops on the spot and tamp in using a stiff bristle brush. Cleaning solution should be carefully measured into the holding tank and then filled with hot water. The first area to be worked will be the perimeter of the area to be cleaned. Spray cleaning solution into the carpet and extract by vacuuming. Care must be taken not to apply excessive liquid. Accomplish this by not spraying the carpet for the final second of the wand being dragged over the carpet. The cross hatching action will insure the entire area is covered. After the entire area is cleaned, the carpet should be vacuumed or pile lifted to pull lingering dirt out of the carpet.
Equipment: Carpet Extractor, Power Vacuum Cleaner, or Pile Lifter.
Chemicals: Spot Cleaner, Extraction Cleaner.

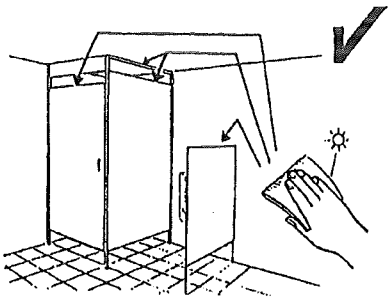


35.CLEAN RESTROOM VENTS

Technique: Vents need to be wiped using either a hand held cloth or a dust wand covered with a cleaning cloth. The dust needs to be held in the cloth and not spread around. Care must be taken to insure each vent crevice is dusted by placing the tip of the duster in the crevice and moving it back and forth.
Equipment: Dust Wand, Cloth.

36.CLEAN PARTITIONS

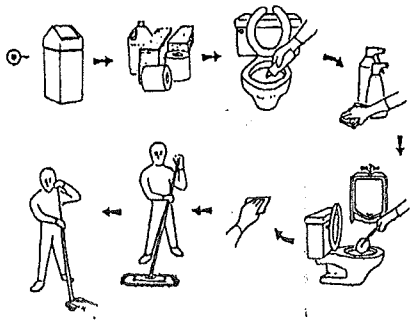
Technique: Using a sponge or cloth wipe the sides of all partitions in the restrooms. The action should be from the top to the bottom and not in a circular motion. The cloth or sponge should be sprayed with the approved germicidal detergent.
Equipment: Sponge, or Cloths, Spray Container.
Chemicals: Disinfectant Cleaner.

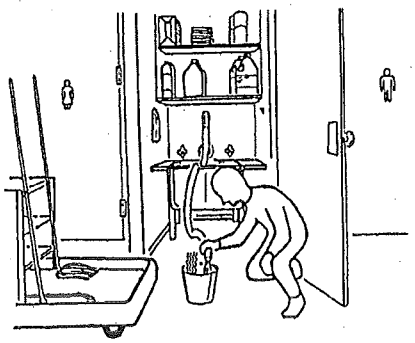


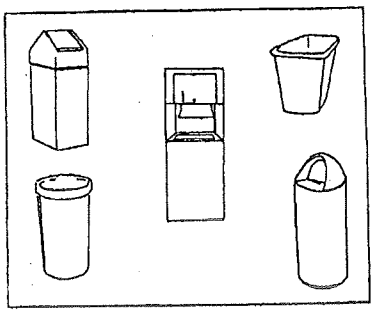
37.CLEAN RESTROOM (SQ.FT.)

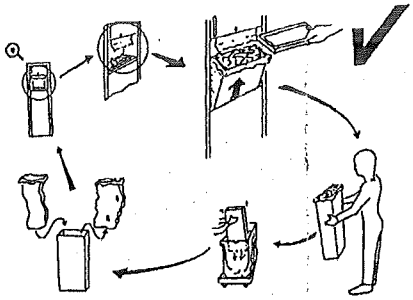
Technique: Restroom cleaning requires the following steps. Preparation: The cleaning cart should be taken into the restroom if possible and a sign placed on the door showing the restroom is being cleaned. Step 1. Place small amount of bowl cleaner in the toilets and urinals. This will give the chemicals time to work while other cleaning processes are being performed. Step 2. Empty all waste hand towel containers, and sanitary napkin containers. Refill all dispensers. Hand Towel, Toilet Paper, Seat Covers, Hand Soap and Sanitary Products. Step 3. Spray cloth or sponge with restroom cleaner and wipe the counter tops and sinks. Include the wiping of the metal fixtures. Step 4. Using a bowl swab clean the inside of the toilets and urinals. Use a smooth circular motion so as not to splash the cleaning chemical. Wipe the outside of the toilets and urinals using a cloth or sponge and dry with a separate cloth. Step 5. Spot wipe the partitions and dust the tops. Wipe the towel holders and spot clean the walls light switches and doors. Cleaning material should be sprayed onto the cloth or sponge. Step 6. Clean the mirrors using the glass cleaner and a lint free cloth. Step 7. Dust mop the restroom floor using a lobby broom to move debris from the corners and edges and behind the toilets and partitions. Then use a swivel action dust mop to dust mop the center of the floor. Step 8. Damp mop the entire restroom floor using a disinfectant cleaner. Mop out from behind the toilet stalls and then use a side to side action for the open areas.

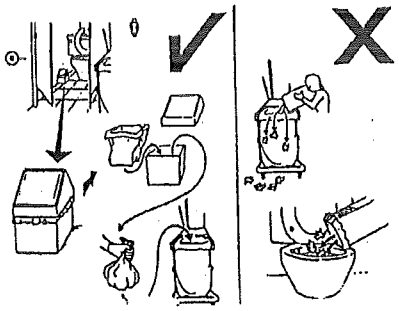
Equipment: Restroom Cart, Mop, Bucket, Wringer, Bowl Swab, Cloths, Spray Bottles, Gloves, Paper Supplies, Liquid Soap, 24 or 32 Ounce Mop, Gum Scraper.
Chemicals: Disinfectant Detergent, Glass Cleaner Restroom Cleaner, Non-Acid Bowl Cleaner.

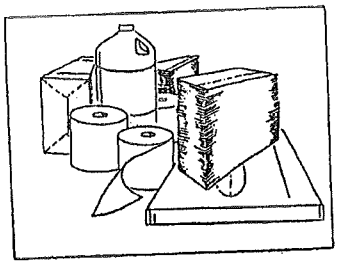


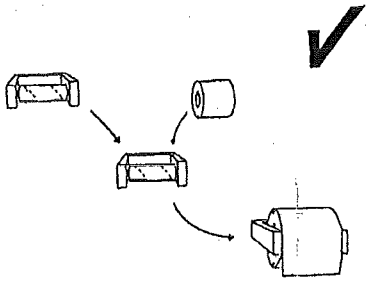


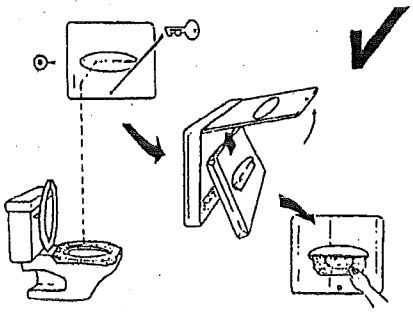


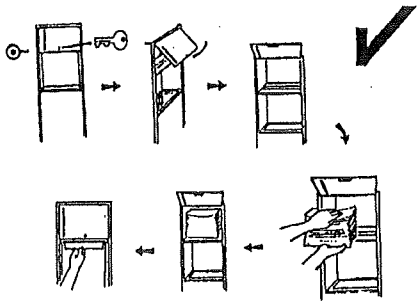


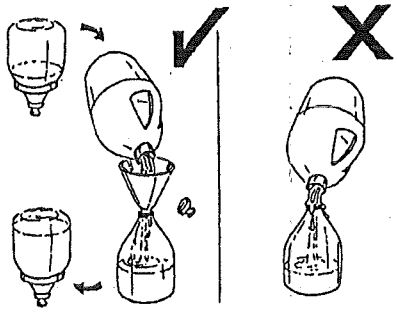


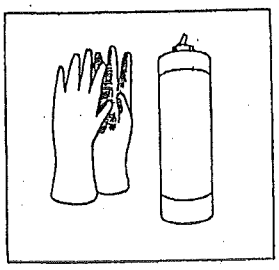


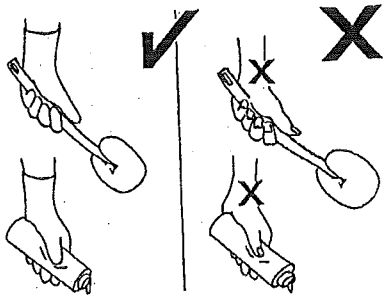


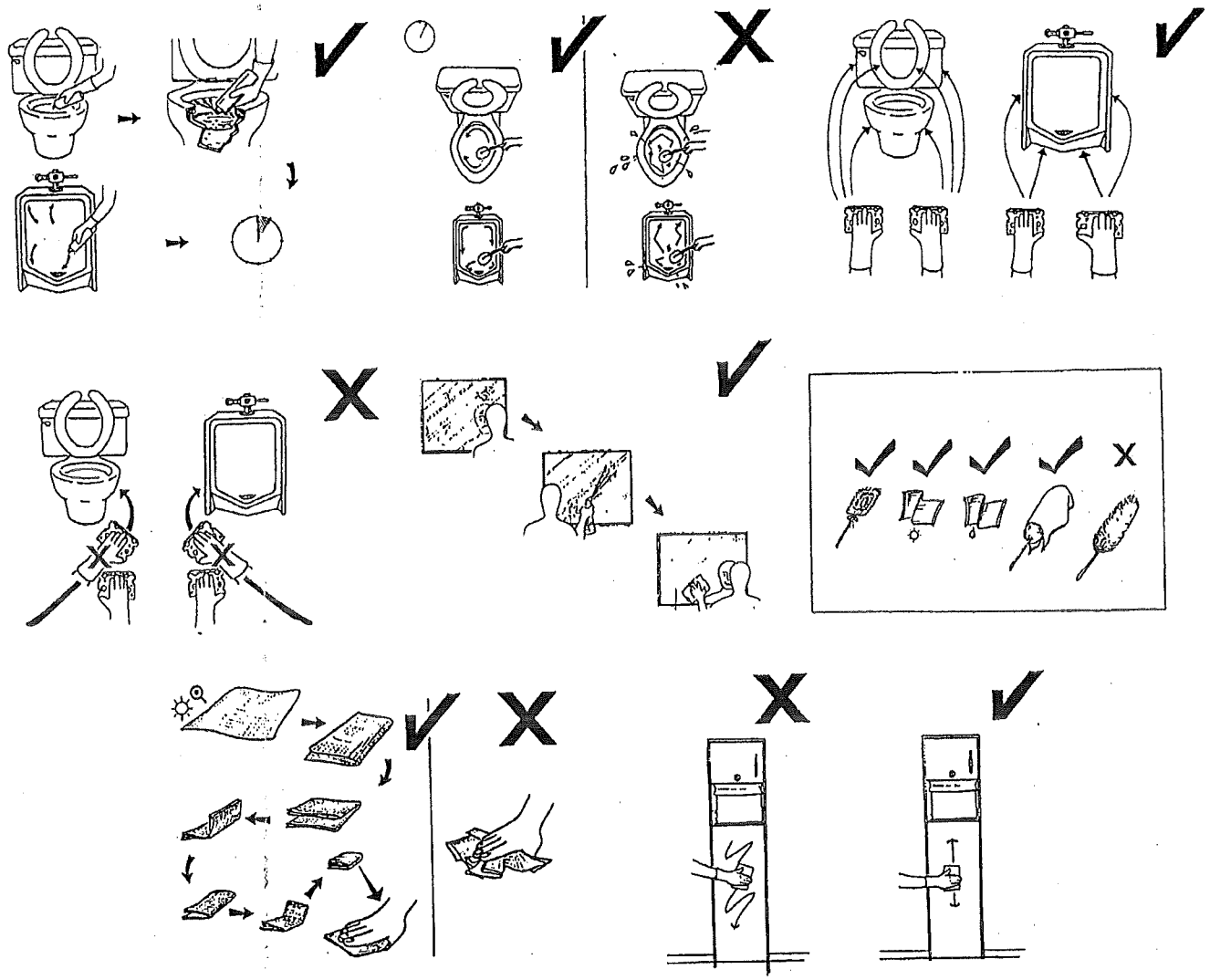












38.CLEAN DOOR GLASS (*)

Technique: Entry door glass may be cleaned using either of two methods. Either use a lint free cloth and glass cleaner or a window brush and blade. The level of soil or skill of the cleaner will determine the most suitable method. Glass cleaner can be sprayed directly onto the glass and then beginning at the bottom of the door wipe toward the top using a circular motion. When using the brush, apply the cleaning solution to the door and blade in a swirling motion to catch liquid as it runs down the glass. Care should be taken to insure that liquid does not run down the frame and should this happen it should be wiped with a lint free cloth.
Equipment: Lint Free Cloth, Spray Bottle, and/or Squeegee Blade.
Chemicals: Glass Cleaner.

39.SPOT CLEAN PARTITION GLASS

Technique: Partition glass may be spot cleaned using a lint free cloth and glass cleaner. Glass cleaner should be sprayed directly onto the cloth. Beginning in the center of the spot, wipe toward the outer area of the spot using a circular motion. Be sure to blend in the clean area.
Equipment: Lint Free Cloth, Spray Bottle.
Chemicals: Glass Cleaner.

40.CLEAN CARPET ELEVATOR (*)

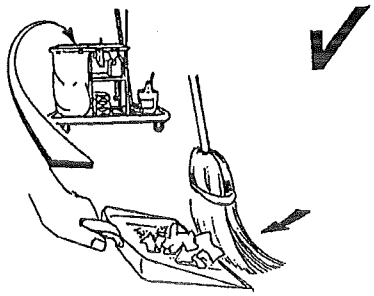
Technique: The walls of the cab must be spot cleaned to remove finger prints and soil. Cleaner should be sprayed directly onto the cloth. Begin in the center of the soiled area and wipe toward the outer area of the spot. Use a circular motion to blend in the clean area. This method would be used to clean the floor indicator buttons and surrounding area. Using a folded dust cloth all dust collecting areas need to be wiped. These would include and rails or decorative pieces. The carpet should be vacuumed with an upright, tank, or back-pack vacuum. If an upright is generally used a tank or back-pack will need to be periodically used to vacuum the corners and edges. Carpet spots will need to be removed using the spotting system approved for the building. Vacuuming pattern should be a cross hatch method to move the nap in at least two directions.
Equipment: Lint Free Cloth, Spray Container, Vacuum Cleaner, Carpet Spotting Kit.
Chemicals: General Purpose Cleaner, Spotting Chemicals, Metal Cleaner, Wood Treatment.

41.CLEAN TILE ELEVATOR (*)

Technique: The walls of the cab must be spot cleaned to remove finger prints and soil. Cleaner should be sprayed directly onto the cloth. Begin in the center of the soiled area and wipe toward the outer area of the spot. Use a circular motion to blend in the clean area. This method would be used to clean the floor indicator buttons and surrounding area. Using a folded dust cloth all dust collecting areas need to be wiped. These would include and rails or decorative pieces. The floor would be dust mopped using a swivel action dust mop and a long handled broom to remove debris and dust from the corners and edges. Finally the floor should be sanitized by damp mopped with a gentle pulling action along the floor next to the walls. Then a side to side action to fill in the center of the cab. Care must be taken not to wet the baseboards or to allow water or any debris to fall between the cab and the shaft wall.
Equipment: Lint Free Cloth, Spray Container, Dust Mop, Wet Mop and Bucket, Long Handle Broom.
Chemicals: Germicidal Cleaner.

42.POLICE STAIRS FOR LITTER (*)

Technique: Policing of stairs refers to the pick-up of obvious debris from the steps and landings. Typically this debris will be picked up by hand. If many pieces of debris are normally present then the cleaner will use a dust pan and long handled broom.
Equipment: Dust Pan, Broom.



43.DUST MOP STAIRS (*)

Technique: The most convenient method of dust mopping stairs is to use a two foot dust mop. Move the dust along the length of the step then move any dust down to the next step. Dust can then be picked up in a pan at the landing. For a single stair case using a back-pack vacuum cleaner is suitable. Part of the dusting procedure will include the wiping of the hand rails.
Equipment: Dust Mop, Vacuum Cleaner (Back-pack), Dust Cloth, Dust Pan.

44.VACUUM STAIRS (*)

Technique: Using either a tank vacuum or a back-pack fitted with foot tools vacuum the stair steps, risers and the landings. Special attention needs to be given to the corners and edges. Use a stroke that moves the vacuum cleaner across the face of the step from side to side. Wipe the hand rails with a folded dust cloth.
Equipment: Tank or Back-Pack Vacuum Cleaner Dust Cloth.

45.CLEAN CAFETERIA TABLES (*)

Technique: Using a cloth or sponge wipe the tops of all cafeteria or break room tables. Also wipe the face of the seat and back of the chairs. Legs should also be wiped if they appear soiled. Care must be taken to insure that the cloth or sponge is clean so as not to streak the surfaces. The choice of chemical will range from a general purpose cleaner to a disinfectant cleaner
Equipment: Cloth or sponge, Trigger Spray Container.
Chemicals: General Purpose Cleaner, Disinfectant Cleaner.

46.CLEAN CAFETERIA CHAIRS (*)

Technique: Using a cloth or sponge wipe the front and back of all chair backs and the top and bottom of all seats. Finally wipe the legs and rails, this may require the use of a general purpose cleaner of simply a damp cloth or sponge.
Equipment: Cloth or Sponge, Trigger Spray Container.
Chemicals: General Purpose Cleaner.

47.CLEAN ASH/TRASH URNS

Technique: The ashtrays will be emptied at the same time as the trash. This means the trash pick-up tube will be at the cleaners side. The ashtray must be first checked for burning material. If present then the contents should be placed in a separate container from the trash container. Picking up the ashtray with one hand and placing in the palm of the other hand will determine if heat is present. Now wipe the ashtray with a dry cloth first to remove the loose ash and only if necessary to remove soil should you use a damp cloth. Empty the waste basket into the pick-up container by placing the waste basket into the pick-up tube and shake to dislodge the trash. The liner then should be checked and changed if soiled with moisture or ash. Generally the liner should last for approximately five days. The liner should be tied around the top of the waste basket to hold it in place.
Equipment: Trash Pick-Up Container, Plastic Bags, Waste Can Liners.

48.CLEAN PUBLIC TELEPHONE (*)

Technique: Using a lint free cloth and a general purpose cleaner, wipe the telephone base, the ear and mouthpiece. Stains and fingerprints need to be wiped from the cabinet surrounding the telephone and the wall beside the phone. Stains should be removed by working from the center of the spot to the outside. Never spray cleaner directly on the surface, always spray on the cloth or sponge.
Equipment: Cloth or Sponge, Spray Bottle.
Chemicals: General Purpose Cleaner.

49.DAMP DUST

Technique: Dusting should be performed with a cloth moistened either with a general purpose cleaner or a disinfectant cleaner then folded at least three times. In this way the cloth can be turned to provide clean surfaces. When damp dusting desks the papers should not be touched. Credenzas, file cabinets, tables and book cases are all included in damp dusting.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth.
Chemicals: General Purpose Cleaner, or Disinfectant Cleaner.

50.AIR BLOW

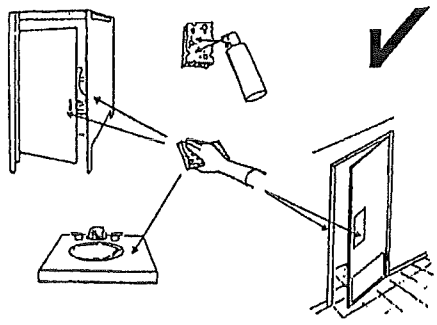
Technique: Using a back-pack vacuum set on the blow setting, move dust from equipment beginning at the top and working toward the base. Hold the tube at a 45 degree angle to move the debris along the floor and not up into the surrounding area.
Equipment: Back-Pack Vacuum Cleaner.

51.VACUUM FABRIC OFFICE FURNITURE

Technique: Using a back-pack or tank vacuum and an upholstery brush remove the lint and dust from fabric surfaces. Insure that the crevices are cleaned in chairs and couches. On flat surfaces such as cushions be sure to move the vacuum head in one direction and use gentle strokes so as not to damage the surfaces.
Equipment: Back-Pack, or Tank Vacuum Cleaner, Upholstery Head.

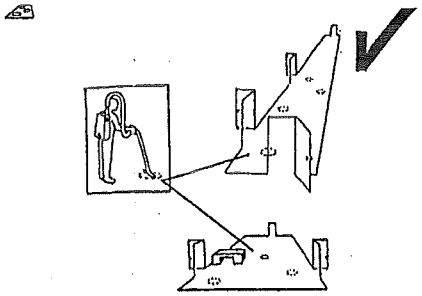
52.CLEAN RESTROOM DOORS

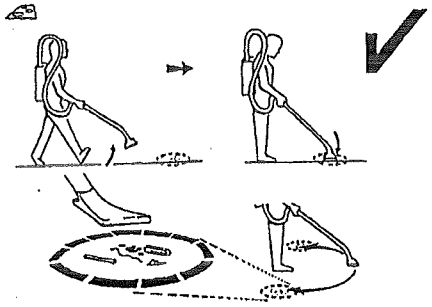
Technique: Using the appropriate disinfectant detergent or restroom cleaner, applied to a sponge or cloth wipe both sides on door wiping with the grain. Wood doors should be wiped with a product approved for wood surfaces. Metal items such as kick plates or push plates need to be wiped also to remove soil build-up. Be sure to indicate that the restroom is being cleaned so that people do not attempt to enter.
Equipment: Sponge or Cloth, Trigger Spray Container.
Chemicals: Restroom Cleaner, Disinfectant Cleaner, Wood Treatment.



53.SPOT VACUUM

Technique: Spot vacuuming requires the use of either a tank vacuum or a back-pack. Spot vacuuming is the cosmetic removal of obvious debris from the surface of the carpet. It requires that the wand and head be carried above the carpet and not dragged along the carpet. So that the head may be touched down to pick up visible soil. Because of the length of the wand and the cleaners arm, the cleaner is able to move the vacuum head from left to right as he/she moves across the floor and cover a wide area.
Equipment: Tank Vacuum, Back-Pack.





54.DRY EXTRACT (HOST)

Technique: For best results select an area no more than fifteen feet square. Spread the powder according to manufacturer directions over the area to be cleaned. Extra material may need to be applied to stained areas, or a pre-spotter may need to be used. Run the agitator across the carpet in one direction, using a lawn mower method, then run the machine in a cross hatch pattern. Finally you will need to pile lift the carpet in an attempt to remove as much of the powder as possible.
Equipment: Host Applicator, Pile Lifter.
Chemicals: Host Chemical.

55.HOSE OPEN AREA

Technique: Water control is most important when using a pressure hose. Use only the amount of water necessary for the job. Begin at the farthest point from the drain or area you wish to accumulate the water and then move toward that point. Water accidentally sprayed on undesirable areas needs to be wiped dry.
Equipment: Hose
Chemicals: Water

56.SCRUB CAFETERIA

Technique: In order to scrub the cafeteria successfully it will be necessary to remove the chairs and tables. These should be removed from half the area or onto a carpet area if room allows. This task is normally performed using a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a general purpose cleaner. Scrubbing would be done by using a mildly aggressive pad, either a green, brown or blue pad. The idea is to remove one or more layers of finish and the embedded dirt so that a fresh coat of finish can be applied. The cleaning solution should be picked up using a wet vacuum or mop. Then a new coat of finish can be applied. If several coats are already on the floor the new coat can be applied one foot out from the baseboards. The coat should be applied in squares by drawing out a perimeter and then filling in the square. This process helps to insure none of the surface is missed.
Equipment: Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce Mop, Gum Scraper, Finish Bucket.
Chemicals: General Purpose Cleaner, Floor Finish.

57.CLEAN BUILDING DIRECTORY (*)

Technique: Glass fronts on directories will require the use of a lint free cloth and approved glass cleaner. Spray the cleaning solution onto the glass and remove with a circular motion. Exposed letters should be dusted with a long handled duster covered with a lint free cloth. Great care must be taken to insure the duster does not scratch the directory.
Equipment: Long Handled Duster, Dust Cloth.
Chemicals: Class Cleaner.

58.ARRANGE OFFICE FURNITURE

Technique: This task provides the time to arrange the furniture in the office environment. Chairs will need to be placed in chair wells and around the conference room table.

59.MACHINE SWEEP

Technique: The appropriate place to use a motor driven sweeper would be basically open areas. Dirt and debris will need to be moved away from confining areas that the machine is unable to reach. The first step is normally to begin on the outer perimeter then move toward the center of the area to be swept. It is best to move in a straight line moving forward. Turn at the end of the area and proceed back. You may also use a circular motion is the area permits. Water should be lightly sprayed in outside areas if dust becomes a problem.
Equipment: Power Sweeper, Yard Broom.

60. CLEAN ERASERS

Technique: Chalk board erasers should be cleaned in an area where the dust will not accumulate onto other surfaces to be cleaned, preferably outside the building, or if performed inside the building, inside a garbage bag or similar enclosure. Simply clean the brushes by banging one against another until the brushes are clean. DO NOT bang brushes against walls or other surfaces to clean.
Equipment: Garbage Bag.

61. CLEAN STUDENT FURNITURE

Technique: Spray the correct dilution of a general purpose cleaner onto a cloth or sponge. Wipe the surface completely removing all pencil and ink marks. Pre-spotting of stubborn marks may be necessary by spraying a small amount of cleaning solution directly onto the mark. If the surface has a grain, follow the grain and if not, simply wipe from one side to the other. Wipe legs from the top down and if necessary polish with a dry cloth.
Equipment: Cloth or Sponge, Trigger Spray Container
Chemicals: General Purpose Cleaner

62. CLEAN FOUNTAIN (*)

Technique: Utilizing the proper procedure drain water from the fountain. With a deck scrub brush and general purpose detergent scrub down the entire area paying particular attention to the build up of scum at the water line. Larger fountains or heavy buildups may require the use of a floor machine and nylon brush. Rinse the area down with clear water. Use a squeegee to remove all standing water. Refill the fountain.
Equipment: Deck Scrub Brush, Floor Machine, Nylon Brush, Hose, Squeegee.
Chemicals: General purpose detergent.

63. CLEAN CHALK BOARDS

Technique: With a clean eraser start in the upper corner of the chalk board and work down to the opposite corner ensuring that the entire area is covered. Clean out the chalk tray using a vacuum cleaner or by running the eraser along the length of the tray and pushing the chalk residue into a garbage bag, which is held close the tray lip. Do not clean boards with notices to leave the material on such as "PLO" or use water on the board.
Equipment: Chalk Board Eraser, Vacuum Cleaner.

64.DUST BOOKCASES

Technique: Dusting should be performed using a feather duster or treated dust cloth folded at least three times. Using the chosen tool start on the upper most shelf moving from one end of the shelf to the other. Do not move books or other materials on the shelves.
Equipment: Dusting Cloth, Long Handled Duster, Plastic Bag, Trash Pick-Up Container.

65.SPOT CLEAN DISPLAY CASE (*)

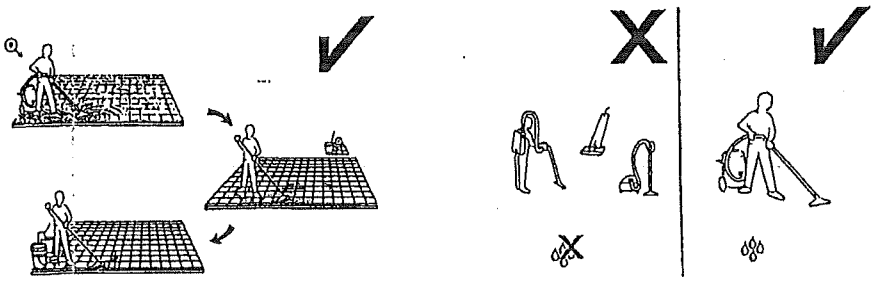
Technique: Using a sponge or cloth and glass cleaner remove all spots from glass display cases. Do not spray the glass cleaner directly on the spot but onto the cloth or sponge.
Equipment: Cloth or Sponge
Chemicals: Glass Cleaner

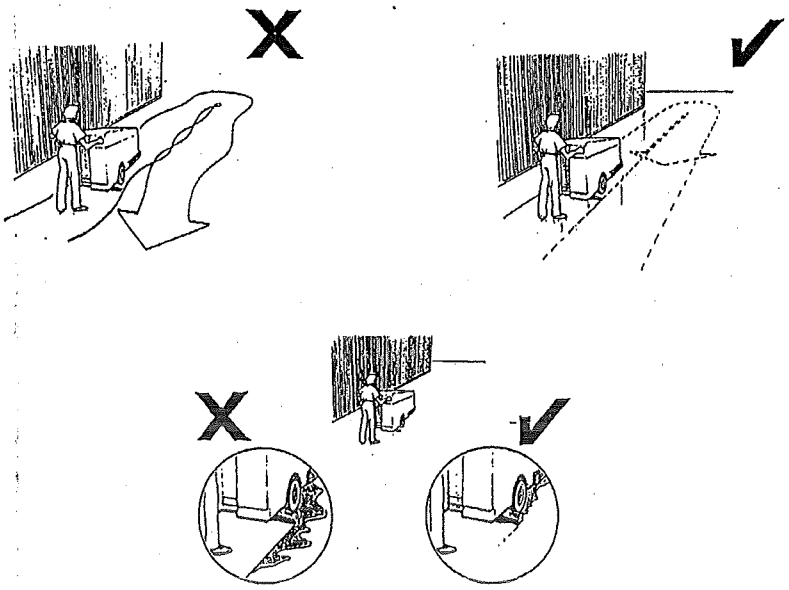
66.RAISE COMPUTER FLOOR

Technique: Using a suction cup tile lifter, lift tiles in one section of the room to a maximum area of twenty feet by twenty feet. This reduces the amount of travel necessary to carry the lifted tiles.
Equipment: Suction Cup Tile Lifter.

67.MACHINE SCRUB RESTROOM

Technique: Lift all movable items from floor and place on counter. Be careful not to scratch or mark counter. If necessary, cover counter first. Dust mop the floor and apply cleaning solution of disinfectant cleaner with wet mop. Allow to sit for five minutes and scrub using pads if floor surface is even and brush if ceramic or floor is uneven. Pads should be mildly abrasive and specified for scrubbing. Corners and edges should be scrubbed with a small piece of pad by hand. After scrubbing, pick up solution with a wet vacuum or wet mop. Rinse if necessary.
Equipment: Standard Floor Machine (165-175 r.p.m.), Wet Vacuum, Bucket and Wringer, Wet Mops(2), Scraper, Dust Mop.
Chemicals: Disinfectant Cleaner.





68.WASH CEILINGS (HAND)

Technique: Place drop cloths on the floor. Mix the cleaning chemicals in a bucket according to the proper dilution. Using a sponge mop, sponge, or clean white cloth start in the corner of the area to be cleaned. Work from side to side by working over approximately ten feet and up ten feet so that the area is being cleaned in one hundred foot squares. On completion, wipe up excess on the floor and from the wall.
Equipment: Sponge Mop, or Sponge, Clean Cloths, Bucket, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

69.DUST WALLS

Technique: Using an oil free dust mop start in the upper corner of the wall and move over approximately ten feet. Move down so that the mop is slightly overlapping the previous area cleaned and move back toward the starting point. Continue in this manner until the bottom of the wall has been reached and move over to the next section. Once the mop becomes heavily soiled vacuum and brush the mop head. On completion using a vacuum or dust mop to pick up debris from the floor.
Equipment: Untreated Dust Mop, Ladder or Scaffold, Vacuum Cleaner.

70.EMPTY SHARPENERS

Technique: Move the trash receptacle as close as possible to the sharpener to avoid spillage onto the floor. Remove the container holding the shavings and empty into the trash container. Wipe any fingerprints from the container and reattach to the sharpener base.
Equipment: Trash Receptacle, Cloth.

71.DUST BLEACHERS (SCHOOL)

Technique: Pull out bleachers for cleaning. Use a clean untreated dust mop to dust down seats moving from one end of the seating area to the other. Spots or stains not removed with the dust mop should be wiped with a trigger sprayer and cloth. Use a covered duster to dust metal supports.
Equipment: Untreated Dust Mop, Long Handled Duster, Trigger Sprayer, Cloth.
Chemicals: General Purpose Cleaner.

72.WASH CERAMIC TILE WALLS (MACH)

Technique: Place drop cloths on the floor. Attach washing cloths to machine and mix chemicals in correct dilution. Starting at the bottom of the wall in the corner clean over about ten feet and move up the wall and clean over to the starting point. Continue until the top of the area to be cleaned is completed and move over to the next section. On completion, wipe up excess solution from the floor and wall.
Equipment: Wall Washing/Ceiling Cleaning Machine, Clean Cloths, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

73.CLEAN AIR VENTS

Technique: Ceiling air vents may be cleaned using an extension pole with a sponge on the end or using a ladder or scaffold and cloths or sponges. In both methods, ensure the applicator is clean and damp only. Over wetting will cause spills and leave streaks. Wipe the vent thoroughly being carefully not the touch the surrounding ceiling area.
Equipment: Extension Pole, Cloth, Sponge, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

74.DAMP WIPE GYM MATS

Technique: Gym mats may be cleaned using a sponge or cloth and disinfectant cleaner. Wipe the mat thoroughly starting in one corner and working down to the opposite corner. If necessary, a damp mop may be used for large numbers of mats. Caution should be taken that the cleaning solution does not run onto the floor.
Equipment: Sponge or Cloths, Damp Mop (optional), Bucket.
Chemicals: Disinfectant Cleaner.

75.WASH LOCKERS (SCHOOL)

Technique: Remove all materials from locker and dispose of as instructed by the supervisor. Using a disinfectant cleaner wipe down inside and outside of locker with a clean cloth or sponge. Wipe up excess solution from bottom of the locker and from the floor when finished. For large areas a sponge mop will cover the exteriors more efficiently. Ensure cloth or sponge surface is clean at all times to avoid streaking.
Equipment: Bucket, Cloth, Sponges or Sponge Mop.
Chemicals: Disinfectant cleaner.

76.DUST LIGHT FIXTURES (*)

Technique: Safety rules must be observed to reach the light fixture. This may mean a ladder or a scaffold depending on the height of the fixture. Care must be exercised at all times to insure the safety of the cleaner and that no damage is done to the light or the surrounding area. Insuring that the light is switched off, remove the egg crate if present then the bulb or tube. Wipe the reflector with a the dust cloth or a long handled duster covered with a wipe. Wipe the bulb or tube and replace in the fixture. If necessary vacuum the egg crate and then re-latch. Before moving to the next fixture insure that you wipe any finger or hand prints around the fixture.
Equipment: Lint Free Cloth, Long Handled Duster, Ladder.

77.STRIP/REFINISH ELEVATOR (*)

Technique: Open elevator doors and turn elevator off. Dust mop the floor and then using a mop and bucket lay down the stripper using the wet mopping process. Wait for about five minutes in order to allow the stripper to work and scrub with a standard speed floor machine(165 R.P.M.) and a black or brown pad. Remove all layers of floor finish and soil in a side to side motion. Use a small piece of the pad to do the corners and along the edges. Use a wet vacuum or mop to pick up the excess solution. Damp mop the floor one or two times to remove all traces of the stripper and to neutralize the floor. Run a buffer over the floor to warm the floor and improve drying. Apply sufficient floor finish to completely cover and seal the floor with a floor finish mop.
Equipment: Dust Mop, Standard Floor Machine, Bucket and Wringer, 16 or 24 ounce Mop, Scraper, Finish Bucket and Wringer, Wet Vacuum, Cloths.
Chemicals: Stripper, Floor Finish, Neutralizing Solution (if necessary).

78. CLEAN CEILING DIFFUSERS

Technique: Ceiling diffusers may be cleaned using an extension pole with a sponge on the end or using a ladder or scaffold and cloths or sponges. In both methods, ensure the applicator is clean and damp only. Over wetting will cause spills and leave streaks. Wipe the diffuser thoroughly being carefully not the touch the surrounding ceiling area.
Equipment: Extension Pole, Cloths, Sponges, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

79. DUST LEDGES/PICTURES/MOLDINGS

Technique: Use either a folded dust cloth or long handled duster covered with a cloth to provide for extra reach. Dust all ledges, picture frames and moldings. It is important to capture the dust on the surface and not to spread it around by flicking the cloth.
Equipment: Dust Cloth or Long Handled Duster.

80. SPOT CLEAN REVOLVING DOORS (*)

Technique: Spot clean door glass using a lint free cloth and glass cleaner. Spray glass cleaner directly onto the cloth and then beginning in the center of the spot wipe toward the outer area of the spot using a circular motion being sure to blend in the clean area.
Equipment: Lint Free Cloth, Spray Bottle.
Chemicals: Glass Cleaner.

81. DUST LEDGES/WINDOW SILLS

Technique: Use a folded dust cloth or long handled duster covered with a cloth for extra reach. All ledges and window sills are dusted in such a manner that the dust is captured on the cloth and is not spread around.
Equipment: Dusting Cloth or Long Handled Duster.

82. CLEAN JANITOR CLOSET (*)

Technique: Clean and arrange all equipment in janitor closet. Check chemical and supply inventory for any items needed. Empty vacuum cleaner and replace bags if necessary. Check vacuum belts. Rinse out wet mops and hang up to dry on rack. Clean sink and insure water is turned off. Sweep and wash floor.
Equipment: As in Janitor Closet.
Chemicals: As in Janitor Closet.

83.WASH LOCKERS

Technique: Using a cloth or sponge sprayed with a germicidal cleaner wipe the front of each locker. The slanted tops need also to be wiped and the sides of the end lockers also need to be wiped.
Equipment: Cloth, Spray Bottle. Chemical: Germicidal Cleaner.

84.CLEAN DRY ERASE BOARDS

Technique: Magic marker boards must be wiped with a felt wiper. Beginning at the top of the board and moving the wiper across the board from left to right. Moving down the board toward the pen tray. Be sure to move the ink powder with the wiper. If the wrong ink pen has been used it can normally be removed using window cleaner.
Equipment: Lint Free Pad or Cloth. Chemical: Glass Cleaner.

85.DUST HVAC LOUVERS

Technique: HVAC louvers need to be dusted using either a hand held cloth or a dust wand covered with a cleaning cloth. The dust needs to be held in the cloth and not spread around. Care must be taken to insure each vent crevice is dusted by placing the tip of the duster in the crevice and moving it back and forth.
Equipment: Dust Wand, Cloth.

86.CLEAN HVAC GRILLS

Technique: HVAC louvers need to be wiped using either a hand held cloth or a dust wand covered with a cleaning cloth. The soil needs to be held in the cloth and not spread around. Care must be taken to insure each vent crevice is cleaned by placing the tip of the cloth in the crevice and moving it back and forth. It will be necessary to use a general purpose cleaner to remove dried soil.
Equipment: Dust Wand, Cloth or Sponge.

87.CLEAN MICROWAVE (*)

Technique: In order to cut the grease often present in microwaves you should use a cloth or sponge and a food approved cleaner degreaser. Wipe the inside and outside of the microwave removing all soil present.
Equipment: Cloth, Spray Bottle. Chemical: General Purpose Cleaner.

88. POLICE PUBLIC AREAS

Technique: The process of Policing an area is designed to remove the obvious litter and debris that has accumulated in the area of responsibility. The method may require the use of a long handled pan and broom or simply require the cleaner to pick up the litter by hand.
Equipment: Dust Pan and Broom.

89. CLEAN EXTERIOR BENCHES (*)

Technique: Using a damp cloth sponge or brush clean the back and seat of all benches. Use a gum scraper to remove gum and a heavy duty cleaner to remove stains.
Equipment: Sponge or Cloth or Brush and gum scraper.
Chemicals: Heavy Duty Cleaner

90. CLEAN COFFEE STATION (*)

Technique: The coffee station is defined as the counter around the coffee machine and the coffee machine. The cleaning of the coffee machine may well vary from damp wiping the exterior with a cloth or sponge to emptying and cleaning the coffee pots. Your supervisor will instruct you as to the extent of your cleaning.
Equipment: Cloth, Spray Bottle. Chemical: General Purpose Cleaner.

91. SPOT CLEAN DOOR GLASS (*)

Technique: Door and sidelight glass may be spot cleaned using a lint free cloth and glass cleaner. Glass cleaner should be sprayed directly onto the cloth. Begin in the center of the spot and wipe toward the outer area of the spot. Use a circular motion being sure to blend in the clean area.
Equipment: Lint Free Cloth, Spray Bottle.
Chemicals: Glass Cleaner.

92. VACUUM CORNERS/EDGES

Technique: Using a Tank, Back-pack, or Upright with a separate hose for tools concentrate on the carpet edges and corners. This will mean the use of crevice tools and edging tools. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.
Equipment: Upright Vacuum, or Tank Vacuum, or Back-pack.

93.SPOT CLEAN PEWS

Technique: Using either a folded dust cloth or a damp sponge wipe the horizontal surfaces to remove dust or damp or dried spots. The cloth should be folded as shown in Section 1 of the reference book. In this way a clean surface is readily available to the cleaner as the cloth becomes soiled. Cleaning solution should not be sprayed directly onto the surface to be cleaned. It should be sprayed onto the cloth or sponge. In the case of unprotected wood a wood treatment should be used.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

94.DUST CHOIR PEWS

Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean surfaces. When dusting the choir pews, you may also use a long handled duster covered with a dust wipe.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

95.SPOT CLEAN (SCHOOL-ART)

Technique: Using a cloth or sponge and a suitable general purpose cleaner remove the spots and spills from all visible surfaces. These would include: door frames, push plates, furniture, glass, and other surfaces where marks and soil are deposited. Do not spray on the spot. Spray on the cloth or sponge and work from the center of the spot out applying gentle pressure.
Equipment: Cloth or Sponge, putty Knife.
Chemicals: General Purpose cleaner and/or Glass Cleaner.

6.3.3.3 *OSHA Safety Training*

Cristi Cleaning firmly believes that our employees are entitled to a safe work place; therefore, we provide ongoing workplace safety training at all of our operational locations. Below, we included some of the subjects of that training that are pertinent to the types of services required by this solicitation.

Back Safety

Our company "Back Safety" Program emphasizes the importance of overall back care, both at work and at home, including exercises and weight control. For many employees, back injuries are something that "happens to the other person... not to me." Yet four out of five people will experience some type of back problems during their lives. And many back injuries are caused by common activities experienced both on and off the job... such as lifting, climbing, reaching, etc. The Program includes information on how the back works, common types and causes of back injuries, effects of back injuries, injury prevention and safety practices, proper lifting techniques, basic back exercises, and more. The Program includes Lecture, Video, Employee Handouts, Employee Quiz, and Employee Training Certificates.

Eye Safety

Our company "Eye Safety" Program teaches how many eye problems are caused by not paying attention to the work employees are doing, or by not wearing the appropriate protective equipment. It reminds employees that eye injuries can easily happen to them and shows them how to prevent these injuries. Most employees take "healthy eyes" for granted. But our eyes are really very fragile, and statistics show that eye injuries occur frequently in the workplace. The

CONTRACTOR'S PRICE SHEET

EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$0.09	=	$90.00
Spray Buff	1,000 Sq. Ft.	X	$0.02	=	$20.00
Strip & Refinish	1,000 Sq. Ft.	X	$0.09	=	$90.00
Strip and Seal	1,000 Sq. Ft.	X	$0.09	=	$90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$0.01	=	$10.00
Wash Walls	1,000 Sq. Ft.	X	$0.03	=	$30.00
Wash and Rinse Light Fixtures	200 Each	X	$0.12	=	$24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$0.02	=	$20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$0.05	=	$50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$0.03	=	$30.00
Lightly Rinse Blinds	10 Each	X	$0.12	=	$1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – SECOND YEAR $44,532.28 (n)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Engineer's Office	$44,911.50

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Spray Buff	1,000 Sq. Ft.	X	$ 0.02	=	$ 20.00
Strip & Refinish	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Strip and Seal	1,000 Sq. Ft.	X	$ 0.09	=	$ 90.00
Vacuum Carpet	1,000 Sq. Ft.	X	$ 0.01	=	$ 10.00
Wet Mop Floors	1,000 Sq. Ft.	X	$ 0.01	=	$ 10.00
Wash Walls	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Wash and Rinse Light Fixtures	200 Each	X	$ 0.12	=	$ 24.00
Vacuum Ceiling	1,000 Sq. Ft.	X	$ 0.02	=	$ 20.00
Wash and Rinse Glass	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$ 0.05	=	$ 50.00
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$ 0.03	=	$ 30.00
Lightly Rinse Blinds	10 Each	X	$ 0.12	=	$ 1.20

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – THIRD YEAR $ 45,466.70 (o)

SUMMARY ENGINEER'S OFFICE
SECTION IV

Total Estimated Price Engineer's Office – First Year	$43,642.36 (m)
Total Estimated Price Engineer's Office – Second Year	$44,532.28 (n)
Total Estimated Price Engineer's Office –Third Year	$45,466.70 (o)

Total Estimated Contract Price Engineer's Office $133,641.34 (p)

COST PROPOSAL FORM

Total Estimated Contract Price Building 260 and Associated Areas	$790,915.04 (d)
Total Estimated Contract Price Sign Shop	$133,731.34 (h)
Total Estimated Contract Price Police Areas	$170,806.44 (l)
Total Estimated Contract Price Engineer's Office	$133,641.34 (p)
Total Estimated Contract Price (Three Years) (Sum of d+h+l+p)	$1,229,094.16

PART III (B) CALCULATION OF AVERAGE HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract.

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

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 13.34 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 13.34
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.57	11
VACATION ALLOWANCE	$ 0.52	10
SICK TIME ALLOWANCE	$ 0.26	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 16.32 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.02
N.J.S.U.I.	$ 0.46
F.U.I.	$ 0.11
WORKERS' COMPENSATION	$ 1.87
GENERAL LIABILITY INSURANCE	$ 0.80
DISABILITY INSURANCE	$ 0.10
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$ 1.19
SUPPLIES	$ 1.20

RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 31.07

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Two

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 13.74 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 13.74
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.68

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.59	11
VACATION ALLOWANCE	$ 0.53	10
SICK TIME ALLOWANCE	$ 0.27	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 16.81 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.06
N.J.S.U.I.	$ 0.47
F.U.I.	$ 0.11
WORKERS' COMPENSATION	$ 1.93
GENERAL LIABILITY INSURANCE	$ 0.83
DISABILITY INSURANCE	$ 0.11
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$ 1.19
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 31.71

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 14.16 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 14.16
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.73

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.60	11
VACATION ALLOWANCE	$ 0.55	10
SICK TIME ALLOWANCE	$ 0.28	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 17.32 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.09
N.J.S.U.I.	$ 0.49
F.U.I.	$ 0.12
WORKERS' COMPENSATION	$ 1.99
GENERAL LIABILITY INSURANCE	$ 0.85
DISABILITY INSURANCE	$ 0.14
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$ 1.19
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 32.39

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 14.98 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 14.98
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.64	11
VACATION ALLOWANCE	$ 0.58	10
SICK TIME ALLOWANCE	$ 0.29	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 18.12 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.15
N.J.S.U.I.	$ 0.51
F.U.I.	$ 0.12
WORKERS' COMPENSATION	$ 2.10
GENERAL LIABILITY INSURANCE	$ 0.90
DISABILITY INSURANCE	$ 0.11
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$
SUPPLIES	$ 1.20

RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 32.21

PROPOSER NAME: Csisti Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year Two

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 15.43 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 15.43
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.68

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.66	11
VACATION ALLOWANCE	$ 0.60	10
SICK TIME ALLOWANCE	$ 0.30	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 18.67 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.18
N.J.S.U.I.	$ 0.53
F.U.I.	$ 0.13
WORKERS' COMPENSATION	$ 2.16
GENERAL LIABILITY INSURANCE	$ 0.93
DISABILITY INSURANCE	$ 0.13
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 32.93

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 15.90 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 15.90
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.73

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.68	11
VACATION ALLOWANCE	$ 0.62	10
SICK TIME ALLOWANCE	$ 0.31	5
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 2, 3 & 4) $ 19.24 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.22
N.J.S.U.I.	$ 0.54
F.U.I.	$ 0.15
WORKERS' COMPENSATION	$ 2.29
GENERAL LIABILITY INSURANCE	$ 0.96
DISABILITY INSURANCE	$ 0.15
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.91
UNIFORMS	$ 0.38
EQUIPMENT	$ 2.60
MATERIALS	$
SUPPLIES	$ 1.20

RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.20
SPECIFY Vehicle Insurance	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.91
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	$ 33.69

Cristi Cleaning Service

General Cleaning Services
At the
New Jersey Marine Terminals

Solicitation # 16608

All Cleaners at the New Jersey Marine Terminals will receive the following:

1- Wage Rates:

1st Year	2nd Year	3rd Year
Lead Worker	**Lead Worker**	**Lead Worker**
$14.98	$15.43	$15.90
Regular Cleaner	**Regular Cleaner**	**Regular Cleaner**
$13.34	$13.74	$14.16

2- Supplemental Benefits:

Supplemental Benefits
11 Holidays
2 Weeks Vacation
5 Sick Days
Family Health Coverage

6.2 Management Approach (8.F.2) (5.B)

This section of our proposal outlines our management approach for this contract effort. We discuss the number of current full-time employees, as well as the number over the last three years; our proposed staffing for this contract effort; how we intend to implement and manage the required services; and our plan to provide holidays, vacations, sick days, welfare, retirement and other supplemental benefits. We firmly believe this information shows that we can and will fulfill all contract requirements and that we will be able to acquire and maintain a steady workforce to ensure performance continuity.

6.2.1 *Company Full-Time Employees* (8.F.2.a)

Cristi Cleaning currently employs approximately 400 full-time employees on staff. Over the past three years, we have employed the following number of full-time employees:

2007 390
2006 375
2005 360

As is readily apparent, Cristi Cleaning is a company that continues to grow and prosper and the addition of this contract would not be a burden on our company.

6.2.2 *Staffing for this Contract* (8.F.2.b)

We have carefully reviewed the solicitation requirements and it is our intention to assign a total of 5 employees to this contract effort including the Lead Cleaner. The breakdown of personnel we intend to assign is shown below.

Position	
One (1)	Lead Cleaner
Four (4)	Regular Cleaners
One (1)	Lead Project Worker
Two (2)	Project Workers

We are confident that this number of personnel will enable us to perform the various general cleaning requirements as outlined in the solicitation. Our Lead Cleaner will be the primary point of contact for the Facility Manager and will have total authority to act on behalf of Cristi Cleaning on all contractual matters. He will coordinate and supervise the activities of the Cleaners and will have a complete and current understanding of all contract requirements.
Working directly for the Lead Cleaner will be the Cleaners. They will report directly to the Lead Cleaner and will perform all custodial activities for which we are responsible. They will be required to be on location, dressed in complete and proper uniform and in compliance with all rules and regulations, ensuring they are fulfilling their duties with enthusiasm and excellence. They will be responsible for reporting for work on time, in proper uniform and utilizing the proper tools and equipment to ensure comprehensive service.
The Lead Cleaner will maintain communication with the Facility Manager and will attend daily briefings to discuss operational and staffing issues, as well as attending, on an as-needed basis, additional meetings at the discretion of the Port Authority.

6.2.3 *Implementing and Managing the Required Services* (8.F.2.c)

It is our intention to offer the first right of refusal to any incumbent Cleaners and Lead Cleaner. Should these individuals be acceptable to the Port Authority and meet our company standards, they will be offered the opportunity to continue on this contract working for Cristi Cleaning. Should there not be enough incumbent employees to fill our proposed staffing, we will initiate an intensive recruiting campaign in the immediate area, subject potential employee to a background screening and offer employment to those who pass the screening, are acceptable to our company and the Port Authority. In this manner, we will be able to ensure sufficient personnel to begin full operation within 30 days of notice of award. We also have a ready pool of cleaning personnel on staff that can be assigned to this effort should we not find enough available new cleaning personnel in the immediate area.

During the time between notice of award and actual contract start date; we will have corporate and Supervisors individuals on-site to observe the day-to-day operations, to meet with Port Authority representatives and to begin the change over from the incumbent to our services. Once we have hired, uniformed and trained all employees, we will be ready to begin operations. Once we start performing on the contract, the supervision of the required services will be performed as outlined in the previous section of our proposal.

6.2.3.1 *Plan to Ensure Compliance with Contract Requirements*

Our Lead Cleaner will be responsible for ensuring our employees are in complete compliance with all contract requirements. The Lead Cleaner will perform daily quality control checks of our employees and they will report on these checks to our corporate offices on a weekly basis, unless otherwise directed. Should they encounter any problems with performance, he will take immediate action to correct the problem, counsel the employee(s) involved and file a written report with our corporate offices.

On a monthly basis our corporate quality assurance personnel will perform quality control checks of the entire contract function and report the results of these checks, along with any necessary actions, directly to our corporate Vice President and Chief Operating Officer for review and action at the corporate level should that be necessary. Cristi Cleaning believes in 100% support of our contract personnel and our corporate officers are available 24/7 to assist our contract personnel in whatever manner is necessary.

Our Lead Cleaner will be responsible for scheduling all routine and periodic cleaning services as outlined in Exhibit A of the Solicitation. For personnel who are absent due to illness, vacation, etc. we will utilize the part-time workers we have assigned to fill-in for them. In all cases, personnel will be covered at all times so that no degradation of services ever occurs.

In order to perform the routine and periodic cleaning required by the solicitation, we intend to provide the following equipment:

Item
Floor Scrubbers
Wet/Dry Vacuums

Triple Action Machine
Carpet sweeper
Salt Spreaders
Snow Blowers
Snow Shovels
Ice Choppers
Cyclone Spreaders
Upright vacuums
Cell phones
Medical waste clean-up kits

In addition to the equipment listed above, Cristi Cleaning will also provide materials and supplies to include detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with our identification, polishes, sponges, paper picks and graffiti and glue removal products. For possible medical waste cleanup, we will provide red bags, gloves, sharps containers, bleach solutions and any other item necessary for the safe cleanup of medical waste.

Our Lead Cleaner will be available to meet with the Facility Manager as scheduled or as requested to discuss any matters pertaining to this contract, to review and/or inspect work being performed and to receive any directions, instructions, directives or information the Facility Manager may wish to transmit. The Lead Cleaner shall devote their entire time to performing the cleaning and janitorial work required and the oversight of the other Contract personnel.

Our Lead Cleaner will provide the Facility Manager with advanced scheduling for each three-month period to include the scheduled work to be accomplished, the dates and time of day when the work will be done, the number of cleaners to be assigned to each shift and other such information as requested by the Facility Manager. This scheduling report will be provided in both hard copy and on a computer disk using Microsoft Excel. All three-month schedules will be submitted no later than 20 days prior to the beginning of each three-month period. No changes will be made to the three-month schedules without prior approval of the Facility Manager.

Routine Cleaning and Thorough Cleaning to be scheduled by our Lead Cleaner will include all work to be performed under Exhibit A – Scope of Work. Periodic cleaning will include interior floor/ground surface cleaning; wall cleaning; light fixture cleaning; window, glass and metal cleaning; and miscellaneous cleaning. Periodic cleaning services will be performed at the frequencies outlined in the solicitation, or more often if requested by the Facility Manager. For both routine and periodic cleaning, our personnel will ensure total compliance with the solicitation requirements, with their work being monitored and checked by our Lead Cleaner.

Cristi Cleaning proposes to have a pool of people pre-screened and on-call for snow emergencies as we do with other facilities, with a response time of four hours or less to the site. We would coordinate with the Facility Manager in this matter to put a plan in place with a ratio of inches of snow to the number of people (i.e. 3" of snow requires four people) as we do in other facilities. Below, we outline the general aspects of our snow plan.

When and as directed by the Facility Manager, Cristi Cleaning will completely and expeditiously remove any snow, ice or sleet from such exterior areas of the facilities as the Facility Manager may designate and we will keep such areas free from further accumulations. Exterior areas will include, but will not be limited to, sidewalks, building entrance, emergency exits, and pedestrian crosswalks. Cristi Cleaning will keep the aforesaid areas at all times free from snow, ice and sleet. Upon the oral direction of the Facility Manager, Cristi Cleaning will promptly use deicing material on such of the aforesaid areas and in such a manner as specified by the Facility Manager.

The Snow removed, will be deposited by Cristi Cleaning in designated areas at the facility. Deposit will be in such a manner as to avoid interference with vehicular and pedestrian traffic. Cristi Cleaning understands we will not be responsible for removing such deposited snow away from the facilities. Within four (4) hours of the Facility Manager's request, Cristi Cleaning will provide such personnel as are deemed necessary for the performance of snow removal. Cristi Cleaning will maintain and submit such records as the Facility Manager may require documenting the number of hours expended by each such employee in the performance of snow removal.

Sand and/or deicing materials will be applied to such exterior areas as the Manager may direct. We understand such materials will be provided by the Port Authority at no cost to Cristi Cleaning, but Cristi Cleaning will be responsible for transporting such materials to and from the storage location at the facility designated by the Facility Manager. Cristi Cleaning will submit daily usage reports to the Facility Manager detailing all sand and/or deicing material utilized for the week covered.

6.2.3.2 *Insurance Requirements*

Cristi will procure and maintain the following insurance: (a) Workmen's Compensation and Employer's Liability insurance as required by law, limits to be Statutory; (b) Commercial General Liability insurance with limits of liability of not less than the amount required by P.A. (c) Automobile Liability insurance (covering owned, hired and non-owned vehicles used in or in connection with performance of the services) with limits of liability of not less than the amount required by P.A.
All Insurance maintained by Cristi pursuant to this agreement shall provide that it may be not cancelled or changed in coverage. The P.A. may request Cristi to furnish certificates of insurance evidencing the coverage's requires hereunder.

6.2.3.3 *M/WBE Participation Plan*

Cristi Cleaning Service is a certified small, minority, woman-owned business enterprise and it is our intention to perform these services with our own in-house assets. We intend to utilize minority and woman-owned businesses, as subcontractors for supplies, materials and equipment, but all cleaning services will be performed by Cristi Cleaning personnel. Should the need arise in the future to subcontract any portion of the cleaning services we would seek out qualified minority and woman-owned businesses and present their capabilities to the Port Authority prior to engaging them on any portion of the contract.
Please find attached following this page the M/WBE Participation Plan Sheet.

6.2.3.4 *Proposed Minimum Service Standards, Concepts or Procedures*

Our Lead Cleaner will be responsible for ensuring all cleaning requirements are met, in accordance with the contract and our own stringent standards. Below, we have outlined our custodial standards, which can be readily added to and/or modified for the unique situation within our areas of responsibility for this contract effort.

Tasks and Standards

The following tasks and standards were developed by Cristi Cleaning with the intent to ensure each prospective client the superior level of service we perform. These standards also are used as a training aid for all new employees to ensure all cleaning services are performed correctly.

Sweeping Tasks:
Sweep adjacent to and under furniture, fixture, entrance mats, in corners an on hard surface floors. Sweep all entranceways, porches, steps, loading dock, and landings. Floor mats, runner and entrance mats shall be taken outside the building, and properly swept and returned to their proper locations. Sweep all floors, stairs, and landings including all crevices formed by walls, treads, and similar areas requiring special attention to remove soil.
Sweeping Standard:
All visible dirt, dust, soil and debris on entrance ways, steps, floors, stairs, landings, mats and runners is removed and disposed of, as well as all snow and ice on entrance porches, steps and landings.
Damp Mopping Task:
Thoroughly sweep floor surfaces before mopping. Move entrance mats and all moveable runners to facilitate cleaning of the floors. Remove soil and moisture underneath entrance mats before returning mats to their normal location. Damp mopping requires the use of a clean mop, a neutral detergent. Clean Latrines & Kitchen floors with a germicidal solution. Move chairs, small tables, trashcans, and similar moveable furnishings to facilitate mopping. Return moved items to their original location after floor has dried. Stain removal shall be in strict accordance with the manufacturer instructions.
Damp Mopping Standards:
Floors shall be free of marks, stains, and dirt. Baseboards are free of splashed stains. Remove mop strings. The floor will have a uniform appearance with no streaks, swirl marks, or detergent residue.

PA 3749 C/ 8-07

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

PROCUREMENT
M/WBE PARTICIPATION PLAN
MODIFIED

Purchase Order #: _____

Contractor Name: Cristi Cleaning Service Corp.

Mailing Address: 77 Trinity Place, Hackensack, NJ 07601

Telephone Number: 201-883-1717

Contract Description: General Cleaning at the New Jersey Marine Terminals

Contract Amount: _____

Contract Goals: MBE X WBE X

Name, Address, Phone Number of PA Certified MBE/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
Selecto Flash Safety Inc. 14 Village Park Road Cedar Grove, NJ 07009 Contact Name: Lisa Colon Phone Number: 973-239-7788	MBE	Complete Uniforms and Safety Supplies			3%
			TOTAL:		

Signature of Contractor: _____

Print Name: Alex Lucero

Title: Operations Manager **Date** 09/03/2008

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

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

Hard Scrubbing Task:
Scrubbing shall be accomplished with a rotary disk machine and scrubbing pad.
Hard Scrubbing Standard:
Surfaces and joints are clean, uniformly colored, and free of accumulated dirt.

Floor Burnishing Task:
Maintain burnished floors at a frequency to ensure a "High Luster Appearance". Sweep or dust mop floors. Remove stains, spots, spillage & marks before burnishing. Floors shall be dust mopped after burnishing to collect residue pad fibers, and dust caused by burnishing.
Floor Burnishing Standards:
Use pads designed for the current floor type wax and machine speed for the burnisher. Floors are properly prepared and cleaned (dust mop) after burnishing. Corners, edges are clean with no collection of dust, dirt, or pad fiber residue. Floors have a High Luster Appearance. Floors show no signs of contractor neglect. "Non Skid" Floor Sealer & Floor Finish/Wax is used.

Vacuum Cleaning Task:
Vacuuming shall include underneath desks, chairs, tables, and trash cans. Move small or light furniture. Do not move file cabinets. Return all furniture and furnishing to their proper location immediately after vacuuming is complete. Vacuum carpets with a Commercial High Particulate Efficiency Beater Bar type unit. Vacuum cleaners shall have at least 2 filtering systems. Dirt & debris shall be captured in an enclosed cavity (no bag units). The beater bar shall be adjustable and properly set to correspond with the pile height of the carpet.

Vacuum Cleaning Standard:
Carpet shall be free of all visible dust, litter, soil and embedded grit (to include staples, paper clips, and rubber bands).

Stain Removal Task:
This includes isolated shampooing of stains in carpet. Contractor is only responsible for removing stains which are 3ft x 3ft and smaller.
Stain Removal Standard:
Carpet is free of stains and not discolored.

Spot Cleaning of Rooms Task:
Spot clean all room walls surfaces with a solution of water and neutral cleaner.
Spot Cleaning of Rooms Standard:
Surface area is clean, with a uniform appearance and is free of streaks, spots and smudges.

Regular Dusting Task:
All dusting is completed before vacuuming or sweeping is started. Dust all horizontal surfaces, furniture, equipment & building equipment up to a height of 6 (six) feet above the floor. Dust artificial and live greenery. Remove trash found in planter boxes.

Regular Dusting Standard:
Surfaces, including cracks, corners, and vents shall have a uniform appearance free of marks, streaks, dust, dirt and soil with no oils. Spots or smudges caused by dusting tools. Do not disturb personal belonging left on desktops.

Cleaning and Polishing Furniture Task:
Clean & polish furniture such as files, bookcases, desks, chairs, tables, and coat racks. Remove dust, dirt, beverage marks, and spots.
Cleaning and Polishing Furniture Standard:
Furniture is uniformly clean, orderly and without oily surfaces.

Trash Removal Task:
Empty a wastebasket and other trash containers within the area and return receptacles to their original location. Put a new liner into the wastebasket. Clear plastic (see through) bags and black plastic bags are the only bags the contractor will dispose of. Plastic bags shall be of a thickness that can support trash & not break open. Contractor personnel will not handle other colored bags (red or orange). Boxes, cans, papers, etc., placed near a trash receptacle and marked 'Trash" shall immediately be cleaned up and disposed of. Replace soiled or torn plastic wastebasket liners. Any trash, debris, or boxes and items with "trash signs affixed to if from the building and deposited in the appropriate dumpster. The area around (exterior) the dumpsters shall remain free of trash and debris at all times. All trash shall be moved between floors using the freight elevator. **No trash bags shall be stored in hallways or corridors. Do not drag any trash bags across any floor surfaces.**

Cleaning Waste Receptacles Task:
Wastebaskets and other trash containers remain clean. Return trashcans to their original locations and replace with a fresh trash can liner.
Cleaning Waste Receptacles Standard:
Waste receptacles have no visible dirt, soil and stains.
Cleaning Drinking Fountains and Water Coolers Tasks:
Disinfect all porcelain and polished metal surfaces including the orifices and drains with a germicidal detergent solution.
Cleaning Drinking Fountains and Water Coolers Standard:
After cleaning, the entire drinking fountain shall be free of streaks, spots, smudges, scale, debris and other soil, bright, with no water splashed on the walls or floor and with the metal bright and shinny.
Wall Washing Task:
During the process of cleaning, use care to ensure no water is spilled on the floors or furnishings. A germicidal detergent, which conforms to government standards, shall be used in the rest rooms, latrines, locker rooms, shower rooms, food services areas, gymnasium areas, and laundry rooms.
Wall Washing Standard:
Walls shall be free of streaks, oily films, or visible smudge marks.

Cleaning of Lavatory Equipment Task:
Clean equipment/fixtures with a germicidal detergent solution. Commodes and urinals shall be cleaned with a "Low Acid Bowl Cleaner". All urinals shall have" a urinal screen with a deodorizer block" placed inside the urinal. All screens shall be replaced as needed. Provide a new bag liner in each sanitary napkin receptacle daily (when soiled).
Cleaning of Lavatory Equipment Standard:
Surfaces shall be uniformly clean. Bright work will be free of mold and fungus; Fixtures will have no streaks, stains and no excess moisture. There shall be no evidence of water or soap solution spilled on the floor or on the wall, either behind or adjacent to the fixtures.

Cleaning of Sinks Task:
There shall be no evidence of water or soap solution spilled on the floor or on the fixtures.
Cleaning of Sinks Standard:
Surfaces shall be clean, shiny, mold free, fungus free, and without streaks or stains.
Restroom Cleaning Task:
Clean all surfaces of toilet, urinals, lavatories, service sinks, showers, soap holders, dispensers, mirrors, and other such surfaces with a disinfectant cleanser in accordance with TM5-609. Remove all trash in accordance with "trash removal task". Sweep and mopped floors in accordance with appropriate "Task" narratives. Replace empty deodorizers with new cans provided by the contractor.
Restroom Cleaning Standard:
There shall be no dust, spot, stains, rust, films, lint, fiber, and soil or excess moisture left on fixtures. All fixtures including mirrors are clean and bright work is free of dirt, debris, and stains.

Restocking Task:
Refill toilet tissue dispensers with (2-ply) paper conforming to government standards. Fill towel dispensers with paper towels conforming to government standards. Fill hand soap dispensers and receptacles with "Anti-Bacterial" soap conforming to government standards. Provide sufficient supplies of toilet paper, paper towels, and soap to last until the next required filling.
Restocking Standard:
Fill all dispensers and receptacles

Dust Venetian Blinds and Window Shades Task:
Dust blinds and shades in place. Contractors can remove blinds for additional cleaning if the in place dusting fails to remove dirt.
Dust Venetian Blinds and Window Shades Standards:
After cleaning, all shades and blinds are free of dust, stains, residue or streaking. Return all shades and blinds to their original position.

Machine Scrubbing of Ceramic Tile and Quarry Tile Surfaces Task:
Sweep floors before scrubbing. Floor areas with ceramic tile and quarry tile (to include locker rooms, restrooms, and kitchen areas) shall be cleaned using an appropriate cleaning solution and a single disc buffing machine equipped with a bassinet brush. Manually scrub areas of the floor, which are inaccessible by machine.
Machine Scrubbing of Ceramic Tile and Quarry tile Surfaces Standard:
After cleaning, the floors shall have a uniform appearance and be free of all dirt, debris, spots, removable stains, films and grease. Grouted joints are clean and free of dirt, debris, or discoloration.

Sweep and/or Dust mop all Floors, Stairs and Landings Task:
Broom sweep or dust mop all surfaces. This includes crevices formed by walls, treads and similar areas requiring special attention to remove soil. Chairs, tables, trash cans, and similar moveable furnishings shall be moved to sweep all visible areas and are returned to their original location after sweeping.

Sweep and Damp mop all Floors, Stairs and Landings Standard:
Remove all dirt, dust, soil and debris. The surface appearance shall be clean.

Spot Clean and Wipe off Glass Surfaces of Entrance Doors, Glass, and Frames Task:
Clean all interior and exterior glass surfaces of entrance doors and frames.
Spot Clean and Wipe off Glass Surfaces of Entrance Doors, Glass, and Frames Standard:
All glass shall be free of all dirt, soil, spots, films, lint, and fibers.

Spot Clean and disinfect all Partitions, Stalls, and Stall Doors and Showers in the Restroom Task:
Clean all surfaces of partitions, stalls and doors, and showers (including shower doors, walls, floors, drains, faucets, and piping) with a disinfecting cleaning solution.
Spot Clean and Disinfect all Partitions, Stalls, and Stall Doors and Showers in the Restroom Standard:
All surfaces shall be free of all dirt, soil, marks and nonpermanent stains to result in all surfaces being uniform and free of streaks, spots, and smears. Shower walls will have no film, streaks or residue.

Wax and Buff all Floors, Hallways, and Entrance Ways Task:
All floors shall be swept and damp mopped in accordance with "Sweeping & Damping Mopping" standards before applying wax. All non-carpeted floors are properly waxed. Clean a minimum distance of one foot under rugs.
Wax and Buff all Floors, Hallways, and Entrance Ways Standard:
After waxing and buffing the entire floor shall have a uniform glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a visible uniform coating of wax.

Snow & Ice Removal Task:
Remove snow and or Ice from the following locations:
1. Porches, patios, sidewalks
2. Main entrances
3. Parking lot entrances and adjacent sidewalk areas

Snow & Ice Removal Standard:
The exterior building areas shall be maintained free of snow, ice, and all other hazardous conditions at entrances, steps, landings, walkways, and other approaches. No snow is to be dumped on or near trees, shrubbery, ground cover, or flowerbed areas. The specified areas shall be free of snow and ice accumulations. Snow shall not be piled up against buildings, or obstruct pedestrian or vehicular flow.

Floor Care Procedures

Companies who fail to understand how to clean and maintain various floor types are inviting disaster. Too much water applied to a wood floor can cause it to buckle; Too much water or stripper applies to a tile floor that is allowed to stand too long can break down the bonding of the adhesive between the floor and tile and the floor tiles can pop off; improperly maintained carpet can lose its color or even buckle or shrink. With the multitude of floor types available and the various cleaning methods they might require, it would take an encyclopedia of flooring to cover all of the procedures that should be followed. Some key points, however, can help in the decision making process.

Frequency
The key to maintaining floor surfaces at an optimal level that extends the life of the floor while enhancing its appearance is routine cleaning on a regular basis, daily if possible. Too often, managers schedule cleaning less frequently, supposedly to save money. In the short run it does

save money, but in the long run it can actually cost more. For example, a carpet that is cleaned only sporadically may last only five years, but a carpet that receives a good routine cleaning may last ten years or more.

Procedures

It is common sense to use the least invasive methods and chemicals to clean floor surfaces. It is easier to maintain a resilient tile floor through regular buffing, using a mop-on floor restorer, than it is to strip the floor using strong chemicals and a cleaning process that are labor and machine intensive. Regular buffing is far less invasive and less expensive than stripping floors. There is no reason a well-maintained hard floor finish cannot last three years or more, with proper maintenance.

Equipment

Use the right equipment for the job. Each type of floor may require a particular piece of equipment. Managers must work with manufacturers, installers and custodial equipment suppliers to find the best piece of equipment to maintain each type of installed flooring. The right piece of equipment, in the proper size with the required features, can set the stage for success.

Worker Training

The most critical element of a quality floor care program is personnel training. Failure to train cleaning personnel in the various methods of floor care will spell disaster. For instance, using the wrong chemicals on carpet can destroy it and using the wrong cleaning solutions on a hard floor can damage or dull its finish. The greater the amount of time spent in training personnel, the more likely it is that the facility, including its floors, will be maintained at an optimum level.

Tasks

All types of floor care involve a series of tasks including vacuuming, spot removal and gum removal for carpeting. In the case of hard floors, tasks include dust mopping, damp mopping and spray buffing. The more often these tasks are performed, the greater the level of cleanliness and the easier it is to clean the floor type.

Special Cleaning Schedules

Assuming a manager has set up frequencies for cleaning and that those frequencies include carefully scripted tasks, the next step is to develop a series of maintenance schedules for floor cleaning and maintenance outside the normal daily frequencies and tasks. These schedules would highlight special cleaning, such as scrubbing and re-coating hard floors with finishes, bonnet cleaning, dry-foam cleaning and deep extraction of carpeted floors.

6.2.3.5 Determining and Maintaining Performance Measurements

Our Lead Cleaner will initiate and maintain checklists of requirements that will be used on a daily basis and reviewed weekly to ensure our personnel are performing properly. Should discrepancies be noted at any time by our management or Lead Cleaner personnel, they will be corrected on the spot when possible, but in any case within 24 hours of the discrepancy. Employees who do not meet our requirements will have actions taken against them ranging from verbal warnings/counseling up to and including dismissal from employment with our company. The checklists will enable our management and Lead Cleaner personnel to review daily contract performance and determine any weak areas. Weak areas, if noticed, will be reinforced through extra training when necessary, pairing a lesser performing employee with a better performer, or through dismissal of the errant employee if necessary.

6.3 Experience, Financial and Management Capability (8.F.3) (5.B)

This section of our proposal presents our experience, financial and management capability for your review. We provide a current list of contracts that required day-to-day interface with the public as will this contract; we discuss the qualifications and experience of our proposed managerial and Lead Cleaner personnel and provide their resumes; we describe our current employee management programs; and we discuss our company technical expertise and past experience that will show our capability to perform this contract for the Port Authority. This information shows our qualifications and capability to perform this contract effort.

6.3.1 *List of Contracts* (8.F.3.a)

Below is a listing of contracts we are currently performing that require cleaning services and daily interaction between our employees and the public.

Name:	*John F. Kennedy International Airport*
Place of Performance:	JFK Airport Parking Lots, NY
Contact:	Jeff Agoglia Phone: 718-244-3652
E-Mail Address:	jagoglia@panyny.gov
Work Performed:	Custodial Services of Parking Lots
Date Completed:	11/01/2007 to 10/31/2010
Dollar Value:	$2,400,000.00

Name:	*LaGuardia Airport*
Place of Performance:	Laguardia Airport Parking Lots, NY
Contact:	Robert Barnes Phone: 718-533-3483
E-Mail Address:	rbarnes@panynj.gov
Work Performed:	Parking Lot Cleaning and Policing
Date Completed:	03/01/2008 to 02/28/2011
Dollar Value:	$1,800,000.00

Name:	*John F. Kennedy International Airport*
Place of Performance:	JFK Airport Building 14
Contact:	Dave Holt Phone: 718-244-3556
Work Performed:	General Cleaning Services
E-Mail Address:	dholt@panynj.gov
Date Completed:	March 2003 to Date
Dollar Value:	$1,800,000.00

Name:	*Laguardia Airport-Marine Air Terminal*
Place of Performance:	Laguardia Airport-Marine Air Terminal
Contact:	Robert Barnes Phone: 718-533-3483
E-Mail Address:	rbarnes@panynj.gov
Work Performed:	General Cleaning Services
Date Completed:	08/01/07 TO 08/01/2010
Dollar Value:	$1,400,000.00

Name:	*Avports Teterboro Airport*	
Place of Performance:	Teterboro Airport, NJ	
Contact:	John Panarello, Manager	Phone: (201) 288-1775
Work Performed:	General Cleaning Services	
Date Completed:	03/01/2007 TO 02/28/2010	
Dollar Value:	$201,000.00	

6.3.2 *Managerial and Lead Cleaner Personnel Qualifications and Experience* (8.F.3.b)

As stated in Section 6.2.2 of our proposal, we intend to assign 1 full time Lead Cleaner to this contract effort. It is our belief that management and supervision of a contract will lead to either success or failure; therefore, we are very careful about choosing the personnel we assign to these functions.

6.3.2.1 *Resumes*

We have included resumes for management and Lead Cleaner personnel we have available that could be assigned to this contract should there not be enough or any incumbents who are acceptable to the Port Authority and our company immediately following this page of our proposal for your review. As you will see, we have proposed personnel with the requisite knowledge, experience and qualifications necessary to ensure proper supervision and oversight of this contract effort.

Carmen Castillo

Experience

2001-Present Cristi Cleaning Service Queens, NY

Supervisor/Maintenance

- Supervised 10 workers. Supervised building and make sure they in clean and order condition.
- Maintained stock room in order.
- Notify management concerning needs for any repair or additions to lighting.
- Clean & maintained buildings in order.

1988-2001 Ridgewood/Bush wick Citizen Center Brooklyn, NY

Home Attendance Supervisor

- Supervised and managed 15 home attendants for a senior citizen care firm.
- Make sure proper care was given to patients in their homes.
- Check bed linens, washed and ironed laundry and also checked if home was cleaned in a daily basis.
- Maintained records of services performed by Home Attendant. Write up employees who were not doing job correctly.

1987-1995 Dr. Harri Shuckla Office Brooklyn, NY

Receptionist

- Compiled, verified, typed and field medical records.
- Prepared folders and maintained records of newly admitted patients.
- Reviewed medical records for completeness, assembled records into standard order and field records in designated areas according to applicable alphabetic and numeric orders.
- Posted results of laboratory test to records. Structured and maintained a professional atmosphere. Attend customers in the office. Answering heavy phone calls.

Education

1969-1972 141 High School Bronx, NY

- High School Diploma/Nurse.

Skills and Abilities

Knowledge in Computer Software: Microsoft Word, Power Point, Excel, adding machine, calculator and Typing Skills. Bilingual (English/Spanish).
References Available Upon Request.

Work Experience:

Cristi Cleaning Service **4/01 – Present**
Supervisor
LaGuardia Airport – Queens, NY
Duties include, but are not limited to:

- Supervising a staff of 13 which clean all terminals at the airport,
- Conducting hiring/exiting interviews,
- Developing work schedules,
- Maintaining and submitting all payroll reports.

Metropolitan Jewish Health System **4/98 – 3/00**
Mail Room Clerk/Office Assistant
Duties included, but were not limited to:

- Sorting and distributing mail as well as maintaining daily postage used log,
- Assisting in special projects,
- Performing routine clerical tasks and record keeping,
- Alternating shifts at reception area.

JR Rappers **6/97 – 3/96**
Shipping clerk
Duties included, but were not limited to:

- Loading and unloading merchandise.
- Inputting invoices, labels, etc. into the company computer.
- Deliveries to the garment district in Manhattan, NY and returning with any bulk merchandise.

Education:

Aviation High School
Graduated: 1997

Skills:

- Knowledge of all Microsoft Office programs: Word, Excel, Publisher and PowerPoint
- Knowledge of Quickbooks Pro
- Fluent in Spanish.

References Available Upon Request.

6.3.3 *Employee Management Programs* (8.F.3.c)

This section of our proposal presents our employee management programs that we have in effect that can be used for this contract effort, either as they currently stand, or with minor modification to fit the requirements of this contract. We believe you will see that we have processes and procedure in place that will ensure proper performance of this general cleaning effort.

6.3.3.1 *Cleaning Services Related Training*

In order to provide comprehensive services by qualified individuals, it is our intention to provide cleaning services related training to our personnel that will include the following subjects:

- Understanding, meeting/exceeding the customer's needs
- Facility operations--familiarization with the services provided at this specific facility
- Post assignments and work schedules
- Familiarization with and applicable procedures related to required forms and tour reports
- Appropriate ethics and conduct
- Professional appearance standards
- Appropriate emergency procedures and notifications
- Maintaining a safe work environment
- Radio usage, terminology and procedures
- Security awareness
- Company mission statement and core values
- Progressive discipline

In addition to the above, our Lead Cleaner will also receive training in the following subjects:

- Performance management and quality control
- Setting examples of core values for the workplace
- Administering progressive discipline
- Leading and motivating employees
- Inspiring individuals to achieve excellence
- Conflict resolution
- Setting priorities
- Managing a diverse workforce
- Maintaining a safe work environment
- Incident reporting and log entries

Also, if required by the Port Authority, all of our employees will receive facilities orientation and knowledge training, or customer care training. No employee will be assigned to this contract until successful completion of the above training has been accomplished. We have included our custodial services training manual following this page of our proposal for your review.

CRISTI CLEANING SERVICE

CLEANING OPERATIONS MANUAL

This cleaning manual is specifically designed to instruct you on the correct method of performing all the tasks outlined in the specifications. Each task in the specifications has been screened by the OPSMAN program and the detailed task directions for the performance of each task has been selected. Task specific tips have been added for each task chosen along with the types of chemicals, equipment and supplies necessary for the correct completion of each task. Each task technique further identifies the section of the No-Words Training Manual where a graphic example of the task technique or safety technique may be found.

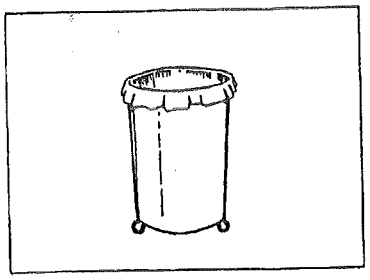
Office Buildings are among the most common of all facilities cleaned today. The tenants, employees and visitors form their opinion of the cleaning and in fact the standard of the building by their reaction to the public areas. Obviously the most heavily soiled areas are going to be the public areas since they carry the most traffic. It is for this reason that the Public areas play such an important role in the overall cleaning program. We also intend to live up to the expectations of the entire workforce of the building and to the specifications of the cleaning program. This is in fact the reason behind this manual.

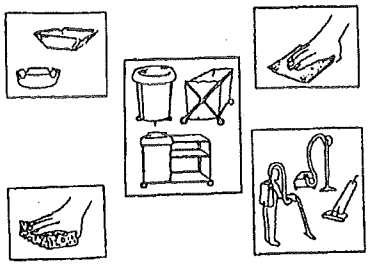
Our intention is, for this manual to become an integral part of the cleaning program, a living reference manual that can grow and expand to meet changing needs of the cleaning program.

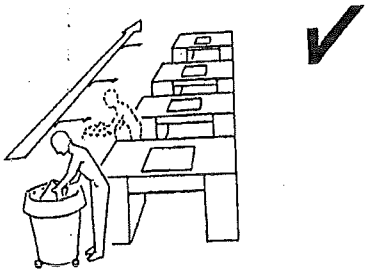
TASK TECHNIQUE

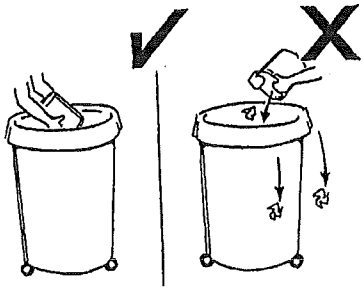
1. EMPTY TRASH (LINERS)

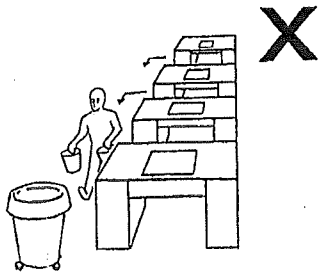
Technique: The trash pick-up container must move with the cleaner to the closest point possible to the waste basket. Empty the waste basket into the pick-up container by placing the waste basket into the pick-up tube and shake to dislodge the trash. The liner then should be checked and changed if soiled. Generally the liner should last for approximately five days. The liner should be tied around the top of the waste basket to hold it in place. Caution, do not leave office doors open or unlocked if locking is possible.
Equipment: Trash Pick-Up Container, Plastic Bags, Waste Can Liners.

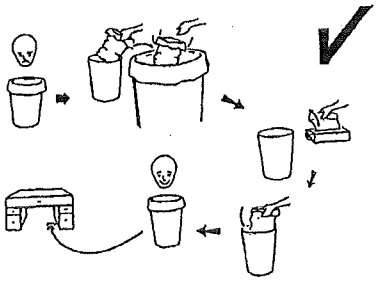












2. REMOVE TRASH

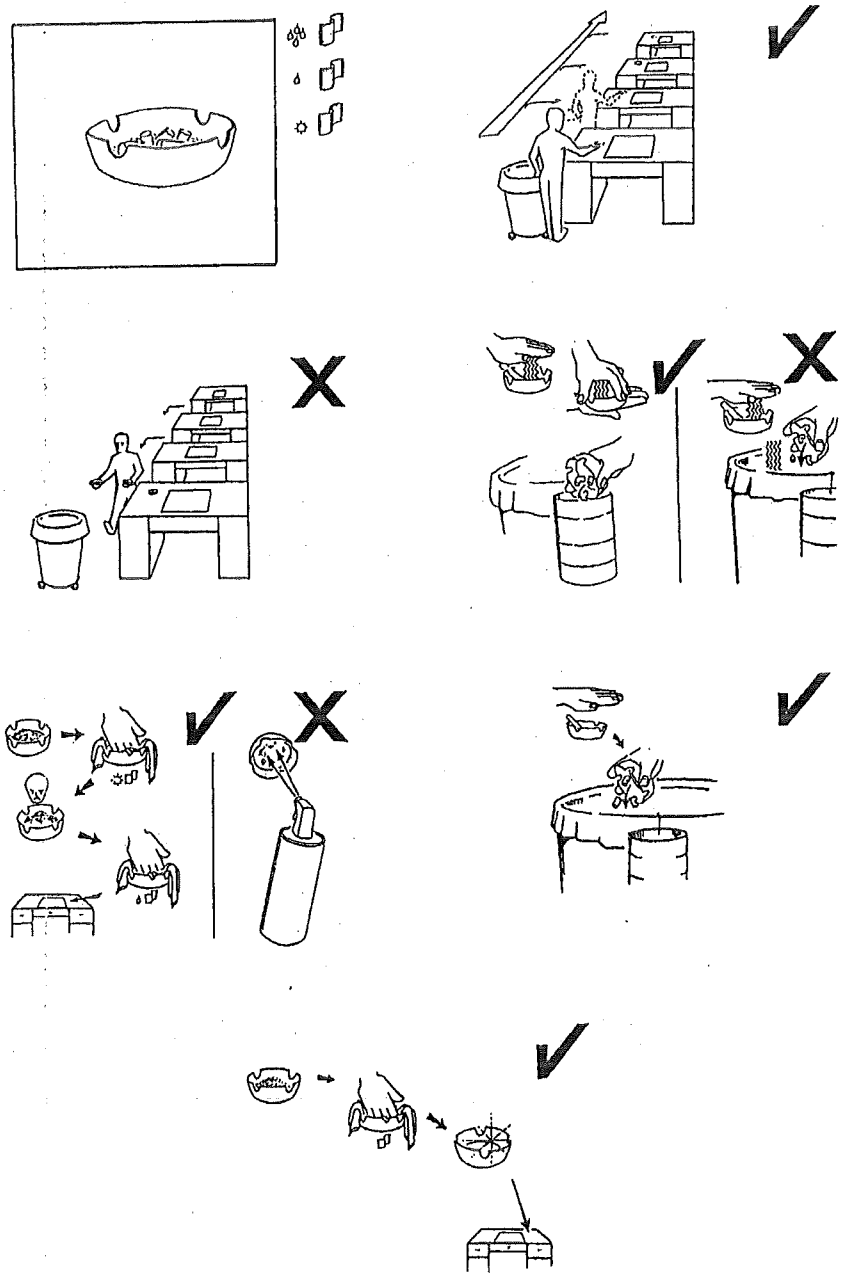
Technique: As the trash pick-up container bags are filled they should be taken to a pre-determined pick-up spot. This could be by the freight or a designated passenger elevator or other designated area. The bags should be placed on a mat to protect the floor.
Equipment: Trash Pick-Up Container, Plastic Bags.

3. CLEAN ASHTRAYS

Technique: Whenever possible the ashtrays should be emptied at the same time the trash is emptied. This means the trash pick-up tube will be at the cleaners side. The ashtray must be first checked for burning material. If present then the contents should be placed in a separate container from the trash container. Picking up the ashtray with one hand and placing in the palm of the other hand will detect heat if present. Now wipe the ashtray with a dry cloth first to remove the loose ash and only if necessary to remove soil should you use a damp cloth. Always place the ashtray back in the same spot that you found it.

Equipment: Trash Pick-Up Container, Plastic Bags, Cloth or Sponge. Butt Can (for hot or burning material)

Chemicals: General Purpose cleaner.

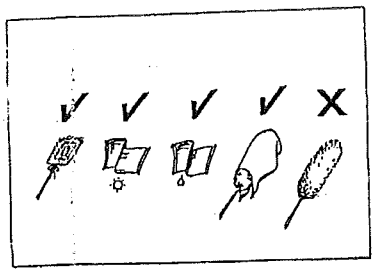


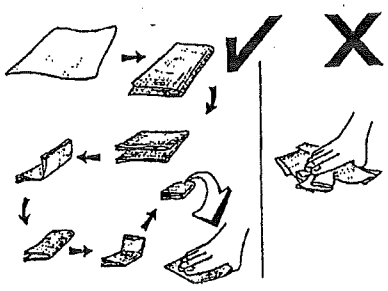
4. ASH TRAYS/URNS.

Technique: Ashtrays and trash should whenever possible be emptied at the same time. The trash pick-up tube must stay with the cleaner at all times. Check the ashtray for burning material by placing it the palm of the hand. If the contents are hot, put them in separate container. Remove the loose ash with a dry cloth first and use a damp cloth to remove soil. Sand urns need to be sifted with a sieve to separate cigarette debris. A thin layer of sand/or silica should be placed on the old product.
Equipment: Trash Pick-Up Container, Plastic Bags, Cloth or Sponge. Butt Can (for hot or burning material), Sieve.
Chemicals: General Purpose Cleaner, Sand/or Silica.

5. HORIZONTAL DUST

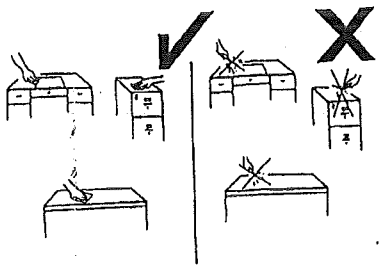
Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean surfaces. When dusting desks the papers should not be touched. Credenzas, file cabinets, tables and book cases are all included in horizontal dusting.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

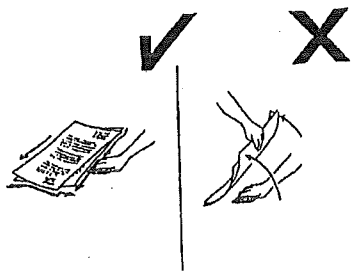




6. DUST FURNITURE, FIXTURES, EQUIP.

Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean SURFACES. WHEN dusting desks the papers should not be touched. Credenzas, file cabinets, tables and book cases are all included in horizontal dusting.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.





7. HI/LO DUST

Technique: Using either a folded dust cloth or a long handled duster covered with a dust cloth to provide for extra reach, the cleaner will dust the high and low reach areas. The high reach areas would include picture frame tops, tops of partitions and door frames. Low reach areas include base boards, chair rails, and any item close to the floor. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

8. DUST/SPOT CLEAN FURNITURE

Technique: Using either a folded dust cloth or a damp sponge wipe the horizontal surfaces to remove dust or damp or dried spots. The cloth should be folded as shown in Section 1 of the reference book. In this way a clean surface is readily available to the cleaner as the cloth becomes soiled. Cleaning solution should not be sprayed directly onto the surface to be cleaned. It should be sprayed onto the cloth or sponge.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

9. LO/DUST

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all low reach items including: chair rungs, baseboards (i.e., any item close to the floor). The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

10.HI/DUST

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all high reach items such as picture tops, rails, door frames, partition tops, etc. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

11.LO/DUST DETAIL

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all high reach items such as picture tops, rails, door frames, partition tops, etc. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

12.HI/DUST DETAIL

Technique: The same basic equipment would be used for both high and low dusting, either a folded dust cloth or a long handled duster covered with a cloth to provide for extra reach. The cleaner will dust all high reach items such as picture tops, rails, door frames, partition tops, etc. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

13.SPOT CLEAN DETAIL

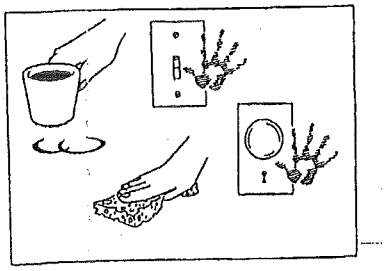
Technique: Using a cloth or sponge and a suitable general purpose cleaner remove the spots and spills from all visible surfaces. These would include: door frames, push plates, furniture, glass, and other surfaces where marks and soil are deposited. Do not spray on the spot. Spray on the cloth or sponge and work from the center of the spot out applying gentle pressure.
Equipment: Cloth or Sponge, Putty Knife.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

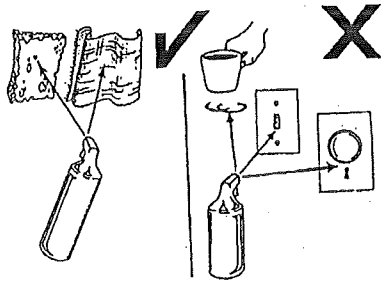
14.SPOT CLEAN GENERAL

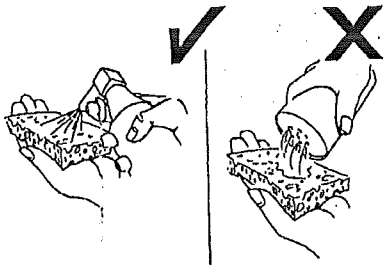
Technique: Using a cloth or sponge and a suitable general purpose cleaner remove the spots and spills from all visible surfaces. These would include: door frames, push plates, furniture, glass, and other surfaces where marks and soil are deposited. Do not spray on the spot. Spray on the cloth or sponge and work from the center of the spot out applying gentle pressure.

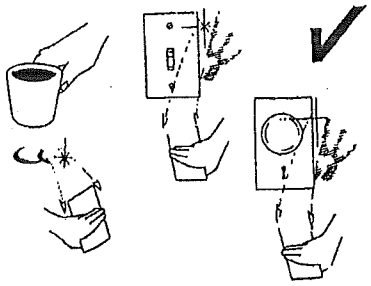
Equipment: Cloth or Sponge, Putty Knife.

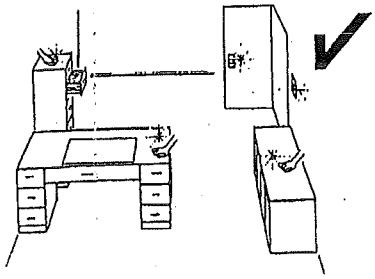
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

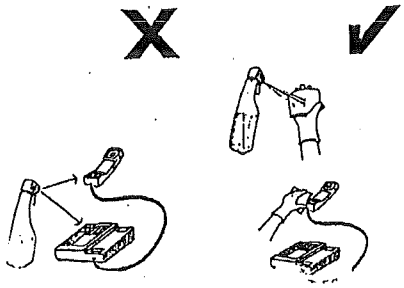


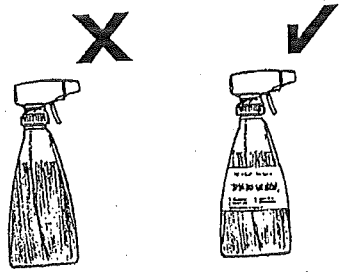










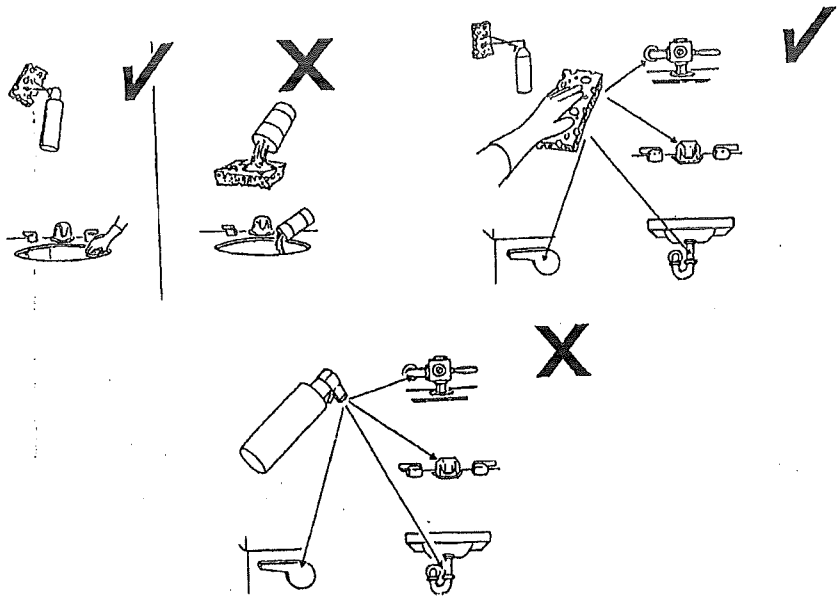


15.DUST TELEPHONES

Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean surfaces. When dusting telephones make sure that the phone hand piece and base is dusted.
Equipment: Dusting Cloth and/or Dusting Wand.

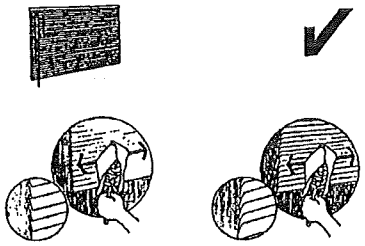
16.CLEAN SINKS(* Private)

Technique: Spray cloth or sponge with restroom cleaner and wipe the counter tops and sinks. Flush with clean water and be sure to remove any stains around the drain. Include the wiping of the metal fixtures.
Equipment: Cloths, Spray Bottles, Gloves.
Chemicals: Disinfectant Detergent.



17.DUST WINDOW BLINDS

Technique: Using either a folded dust cloth or a long handled duster covered with a dust cloth to provide for extra reach the cleaner will dust the blinds. The blind should be closed and wiped down. The cleaner must capture the dust on the surface and not spread it around by flicking the cloth.
Equipment: Dusting Cloth and/or Dusting Wand.

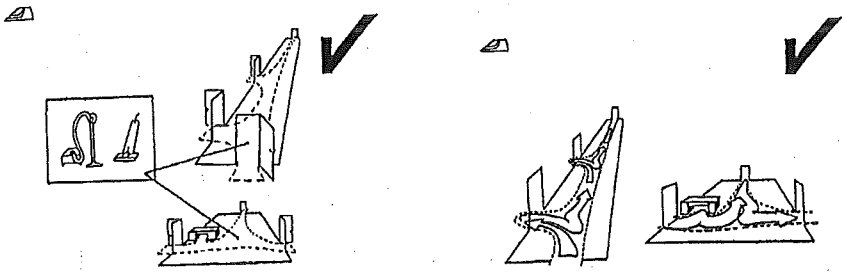


18. CLEAN DRINKING FOUNTAIN

Technique: Cleaning the top of a drinking fountain requires spraying a cloth or sponge with a suitable cleaner. Brushed metal surfaces must always be wiped in the direction of the grain. Water salts can be removed using a cream cleaner, however, powder cleaners should not be used. Care must be taken to clean the spigot and leave no cleaners behind. The base of the fountain can be wiped with a cloth or sponge.
Equipment: Cloths or Sponge.
Chemicals: General Purpose Cleaner, Disinfectant Cleaner, Metal Polish.

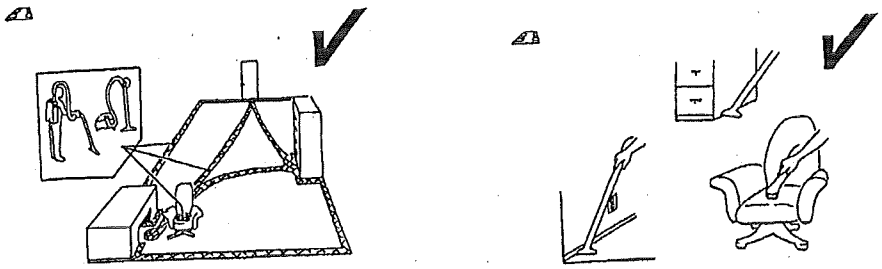
19. TRAFFIC VACUUM

Technique: Using an upright, tank or back-pack vacuum the cleaner will vacuum the main walk ways of the area. When possible the movement of the vacuum should be in a lawn mower motion. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.
Equipment: Upright Vacuum, or Tank Vacuum, or Back-pack.



20. DETAIL VACUUM

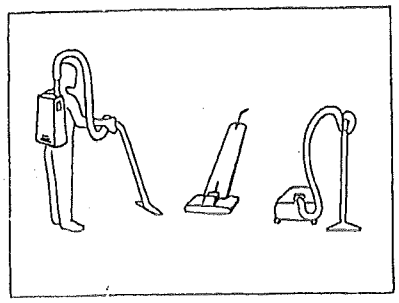
Technique: Using a Tank, Back-pack, or Upright with a separate hose for tools concentrate on the carpet edges and corners and the fabric covered furniture. Corners and edges will need the use of crevice tools and edging tools. Detail vacuuming also includes the vacuuming of the narrow traffic lane areas. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.
Equipment: Upright Vacuum, or Tank Vacuum, or Back-pack.

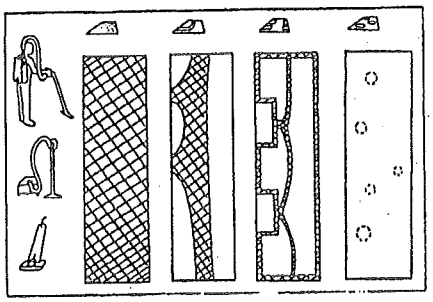


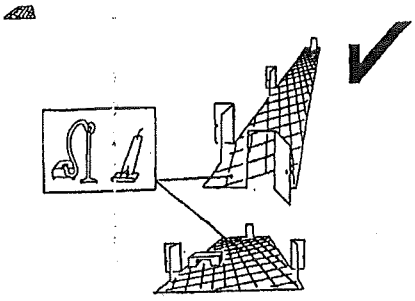
21. FULL VACUUM

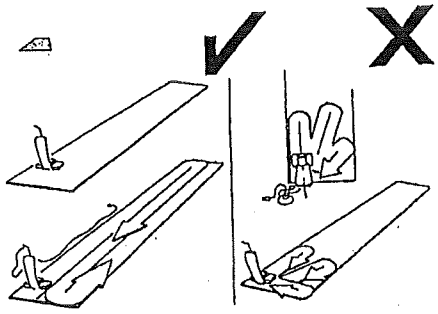
Technique: Using a Tank, Back-pack or Upright Vacuum with full vacuuming the entire carpet area is vacuumed. In office areas as an example it would include all open areas from wall to wall. Wide open areas should be vacuumed with a lawn mower action while in confined areas the cleaner would use the back and forth motion. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.

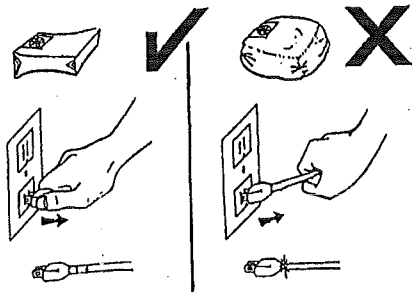
Equipment: Upright Vacuum, or Tank or Back-pack Cleaner.

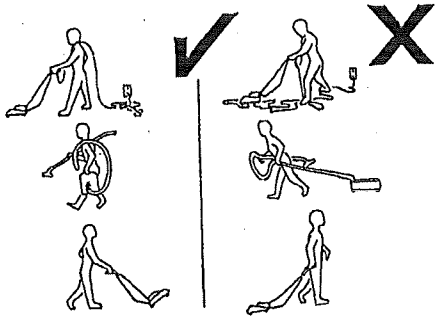






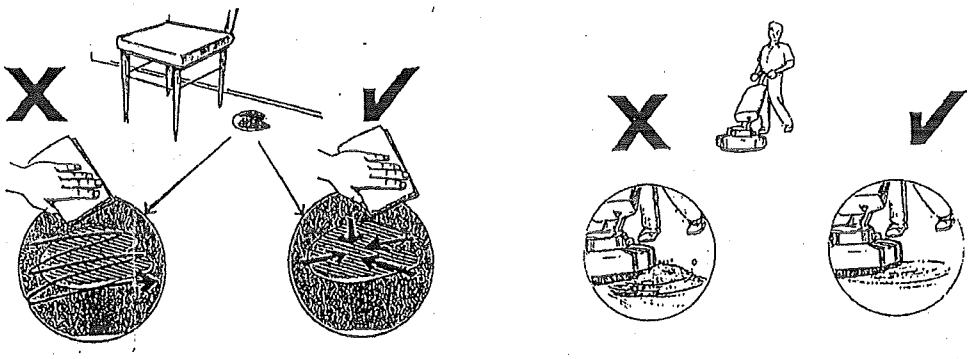






22. SPOT CLEAN CARPET

Technique: Carpet spots should be removed with the mildest chemical available. Use a tamping brush to apply the spotter beginning from the outside of the spot and working to the center. Use a liberal amount of water on synthetic carpet and blot dry using an absorbent pad. Before using any chemical on carpet for the first time test the product in an inconspicuous spot.
Equipment: Tamping Brush, SpotLift Pads.
Chemicals: General Spotting Chemical.

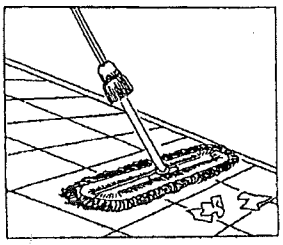


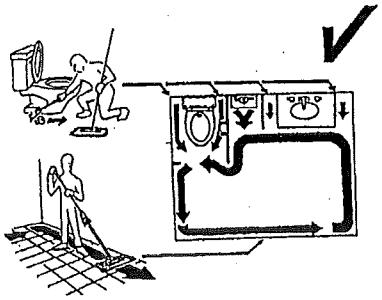
23. POLICE FLOORS

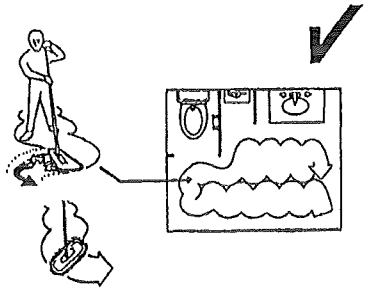
Technique: The aim of this task is to remove the debris and litter from hard surface floors. The method will differ from picking up by hand to using a long handle broom and pan. The important point is to insure that litter is not missed as the cleaners and management pass through the areas.
Equipment: Dust Pan and Broom, Trash Container.

24. DUST MOP

Technique: It is important to keep a swivel action dust mop flat on the floor and not to raise it as the cleaner moves forward. Using a dust mop of appropriate width for the area to be covered is most important. Dust piles should be left along corridors to be picked up later. The dusting action is performed using the suitable size dust mop to the size of area to be covered.
Equipment: Two, Three or Four Foot Dust Mop (Swivel Action)
Chemicals: Water Based Dust Mop Treatment.





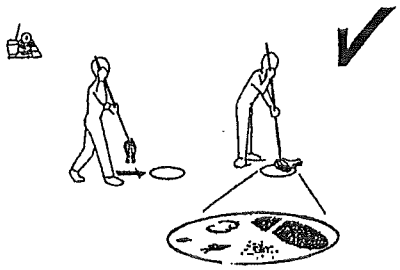


25.SPOT MOP

Technique: Spot mopping is the removal of spills and stains using a mop and approved cleaning solution. The cleaner must be mixed at the correct use dilution and placed in a bucket fitted with a wringer. wring out the mop until it does not drip. Carry the mop to the spill to be removed and pick up the spill or spot by moving the strands over the spot in a side to side motion. Under no circumstances should a dripping mop be carried over a carpeted floor.

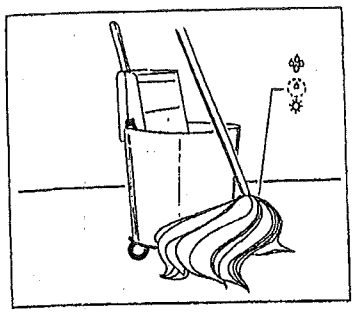
Equipment: 16, 24 or 32 ounce mop, Bucket and Wringer.

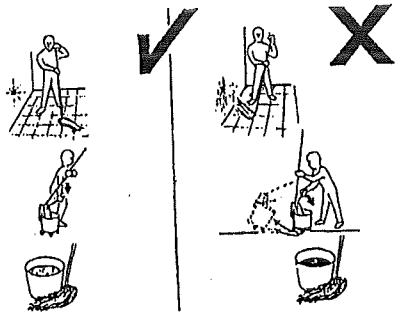
Chemicals: General Floor Cleaner, or Disinfectant Detergent.

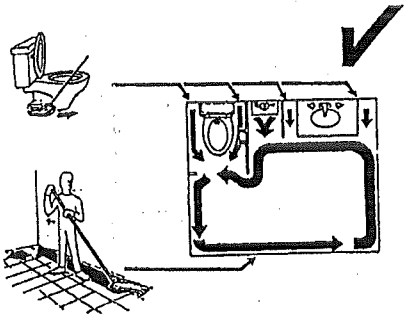


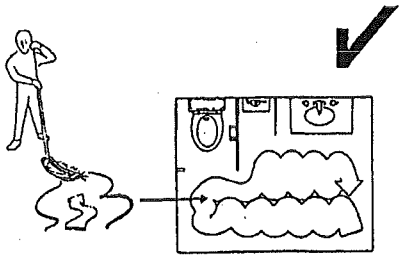
26. DAMP MOP

Technique: Damp mopping is the complete wetting of the hard surface floor using a mop and approved cleaning solution. The cleaner must be mixed at the correct use dilution and placed in a bucket fitted with a wringer. Wringing out the mop until it does not drip. Beginning at the edge of the area, pull the mop flat on the floor outlining an area no larger in size than ten feet square. Then fill in the center of the square or rectangle with a side to side action. The mop should be occasionally turned by bringing the mop around behind the cleaner on the right or left side and gently turning the mop onto itself so as not to splash. If splashing occurs, wipe off any moisture immediately with a sponge or cloth. Under no circumstances should a dripping mop be carried over a carpeted floor.
Equipment: 16, 24 or 32 ounce mop, Bucket and Wringer.
Chemicals: General Floor Cleaner, or Disinfectant Detergent.







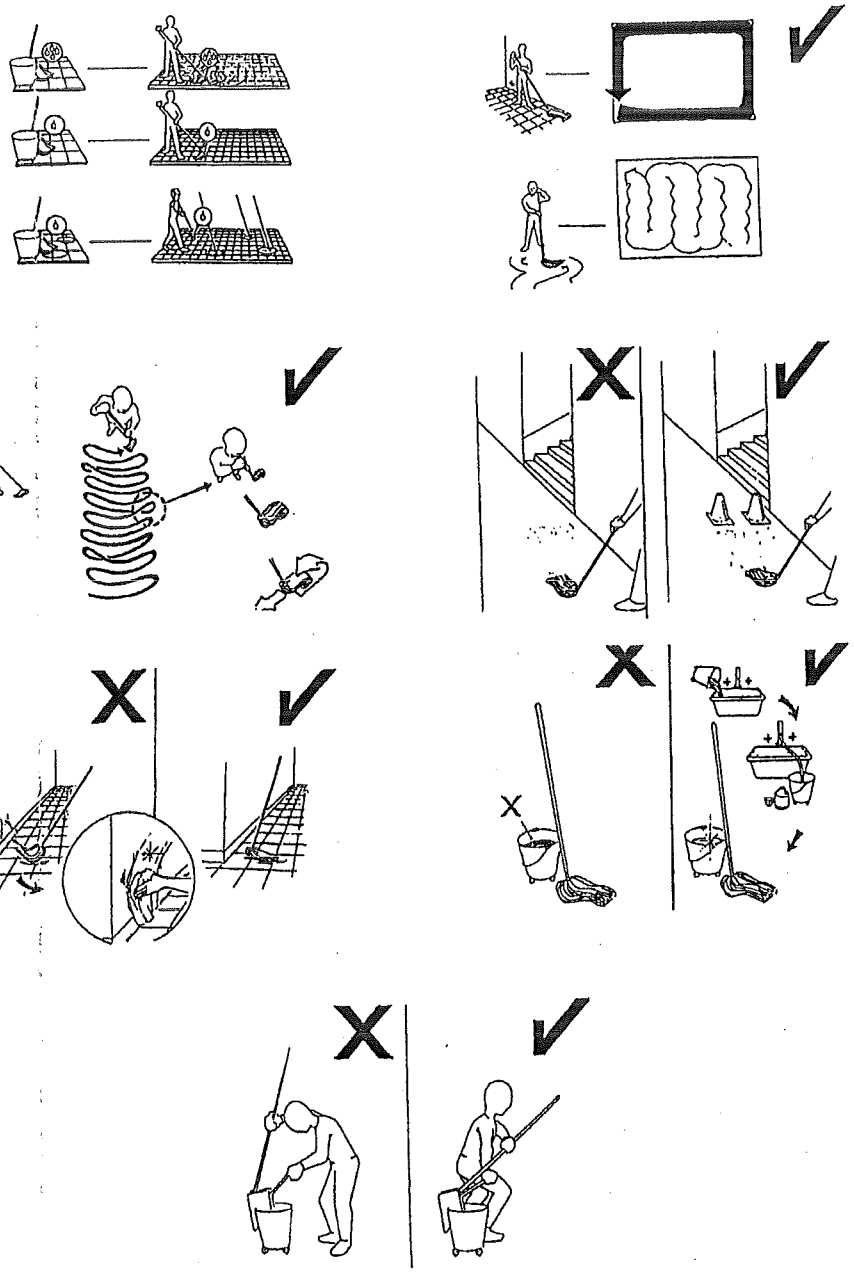


27.WET MOP

Technique: Wet mopping is the liberal wetting of the hard surface floor using a mop and approved cleaning solution. The cleaner must be mixed at the correct use dilution and placed in a bucket fitted with a wringer. Tap the mop on the wringer. Beginning at the edge of the area, pull the mop flat on the floor outlining an area no larger in size than ten feet square. Then fill in the center of the square or rectangle with a side to side action. The mop should be occasionally turned by bringing the mop around behind the cleaner on the right or left side and gently turning the mop onto itself so as not to splash. If splashing occurs, wipe off any moisture immediately with a sponge or cloth. Under no circumstances should a dripping mop be carried over a carpeted floor.

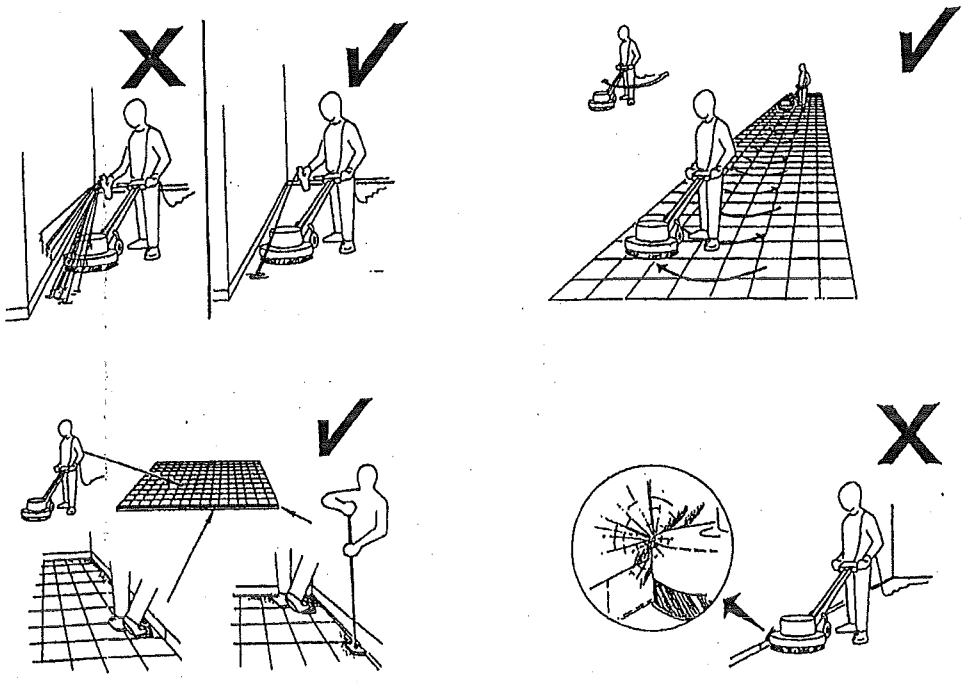
Equipment: 16, 24 or 32 ounce mop, Bucket and Wringer.

Chemicals: General Floor Cleaner, or Disinfectant Detergent.



28.SPRAY BUFF (HIGH)

Technique: Spray buffing is the removal of the top layer of finish, stains and marks on the floor surface and the replacement of the finish with fresh material. Typically the cleaner will mix the floor finish at a one part product to ten parts water in a trigger spray container. The floor should first be dust mopped, then using a high speed floor machine (600 to 1200 R.P.M.) and a red pad correctly placed on the drive disk. Spray the floor with the spray buff material using a straight shot from the spray container. The floor machine will spread the material. By using a pattern for example of spraying every other tile you will find an even coat of finish will be applied. The side to side machine action should be used if using a swing buffer, and the lawn mower action for corridors. Do not spray near baseboards or furniture legs and should spray hit these areas wipe off with clean cloth.
Equipment: High Speed Floor Machine, Spray Container, Cloth, Gum Scraper.
Chemicals: Spray Buff Solution.

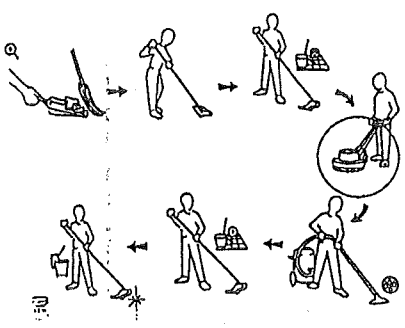


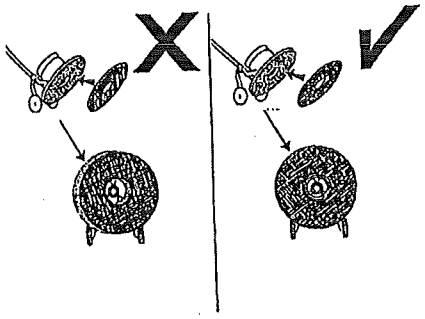
29. MACHINE SCRUB (RECOAT)

Technique: This task is normally done using a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a general purpose cleaner. Scrubbing would be done by using a mildly aggressive pad, either a green, brown or blue pad. The idea is to remove one or more layers of finish and the embedded dirt so that a fresh coat of finish can be applied. The cleaning solution should be picked up using a wet vacuum or mop. Then a new coat of finish can be applied.
Equipment: Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce mop, Gum Scraper, Finish Bucket.
Chemicals: General Purpose Cleaner, Floor Finish.

30. STRIP/REFINISH

Technique: Stripping is normally done using a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a stripper using a wet mopping process. Scrubbing would be done by using an aggressive pad, either a brown or black pad. The idea is to remove all layers of finish and the embedded dirt so that a fresh coat of finish can be applied. The stripper should be picked up using a wet vacuum or mop. To prepare the surface to receive finish, the corners and edges need to be scrubbed to insure the entire floor is free from old finish. This can be done by hand or a pad under the cleaner's foot. The stripped surface will need to be damp mopped to remove every trace of stripper and then finally neutralized with a mild acidic solution. Running a buffer over the floor will: help it receive finish, seal the floor, and warm the floor to improve drying. Floor finish is applied using a clean mop and the damp mopping technique.
Equipment: Dust Mop, Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce Mops, Gum Scraper, Finish Bucket and Wringer, Wet Vacuum, Cloths.
Chemicals: Stripper, Neutralizing Solution, Floor Finish.



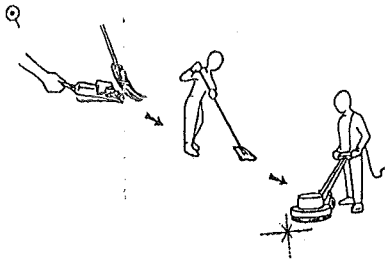


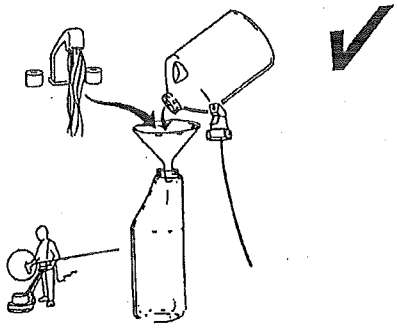
31.MACHINE SCRUB

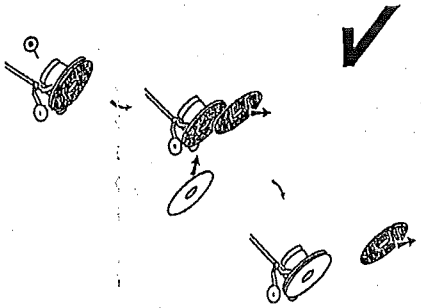
Technique: This task is normally done with a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a general purpose cleaner, or a disinfectant cleaner. Scrubbing would be done by using a mildly aggressive pad, either a green, brown or blue pad. Corners and edges and the area around pillars may well need to be scrubbed by hand. The cleaning solution should be picked up using a wet vacuum or mop.

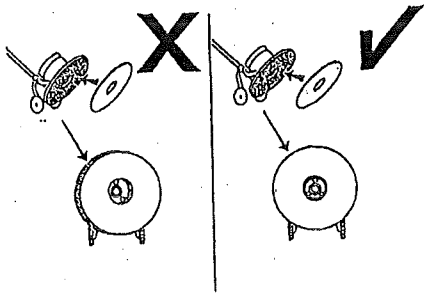
Equipment: Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce Mop, Gum Scraper.

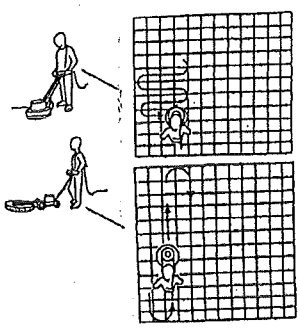
Chemicals: General Purpose Cleaner, Floor Finish.

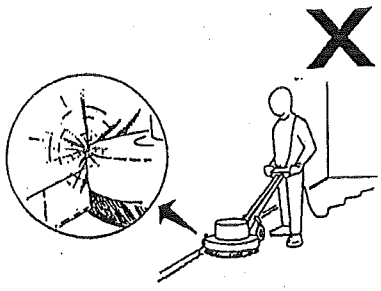






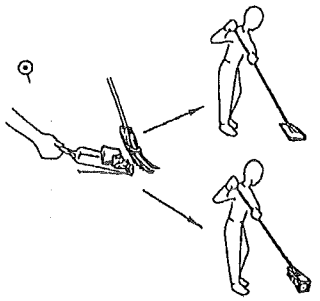


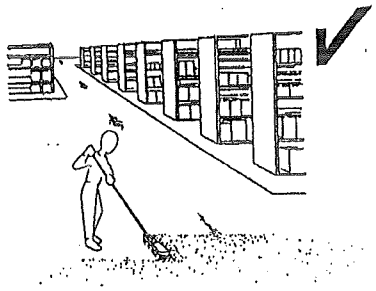


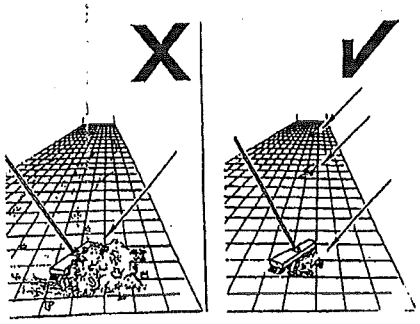


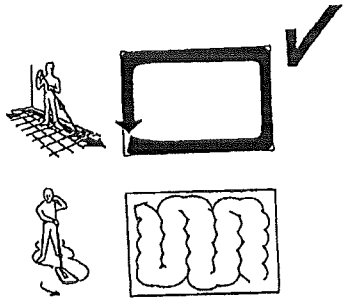
32. BROOM SWEEP

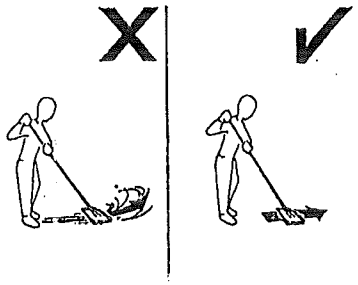
Technique: Using a push broom debris can be moved around basically open areas. For kicking dirt out of edge and away from confining areas the cleaner should use a long handled brush. The first step is to move the debris out to the center of the area to be swept, then using the push broom move the dirt in a straight forward walking motion. Turn at the end of the area and proceed back. Periodically the cleaner will need to leave dust piles to be scooped up later. This pile should be left in the open so they are not missed when final pick up is performed. Always keep the broom head flat on the floor. Don't use the quick forward push and raise technique as this puts dust and debris particles into the atmosphere.
Equipment: Push Broom, Long Handled Broom, Dust Pan, Gum Scraper,

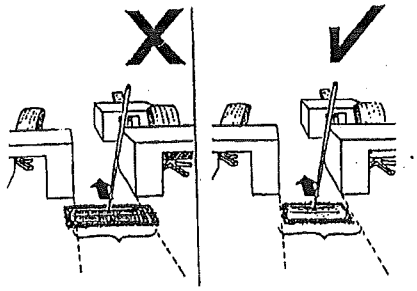


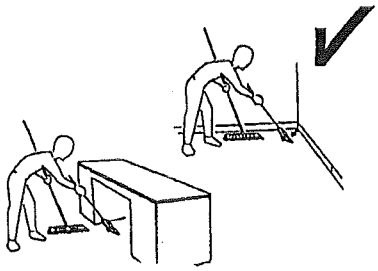






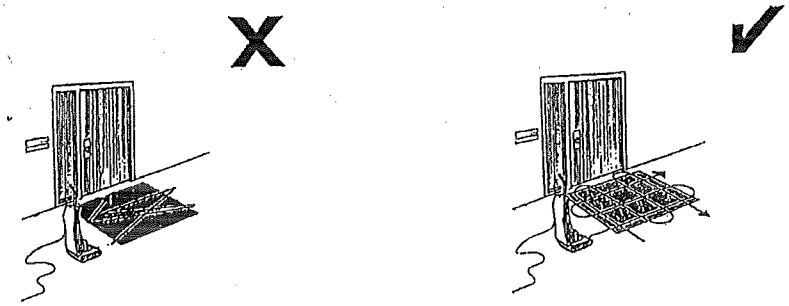






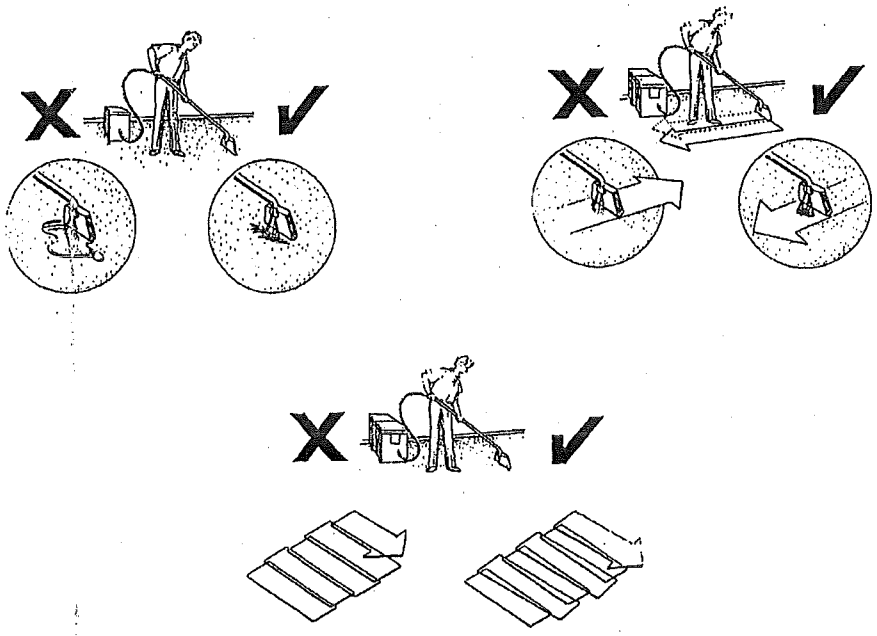
33.VACUUM MATS (*)

Technique: The cleaner may use any standard vacuum cleaner when vacuuming mats. Periodic use of a beater bar head will help to dislodge embedded dirt. Mats can be vacuumed in place using a top to bottom action followed by a side to side action. In this way the mat is vacuumed in two directions providing a cross hatch effect.
Equipment: Industrial Vacuum Cleaner.



34.HOT WATER EXTRACT

Technique: The carpet initially needs to be vacuumed using a machine with a power driven head. Next any obvious spots should be pre- spotted using an approved spotter. Place a few drops on the spot and tamp in using a stiff bristle brush. Cleaning solution should be carefully measured into the holding tank and then filled with hot water. The first area to be worked will be the perimeter of the area to be cleaned. Spray cleaning solution into the carpet and extract by vacuuming. Care must be taken not to apply excessive liquid. Accomplish this by not spraying the carpet for the final second of the wand being dragged over the carpet. The cross hatching action will insure the entire area is covered. After the entire area is cleaned, the carpet should be vacuumed or pile lifted to pull lingering dirt out of the carpet.
Equipment: Carpet Extractor, Power Vacuum Cleaner, or Pile Lifter.
Chemicals: Spot Cleaner, Extraction Cleaner.

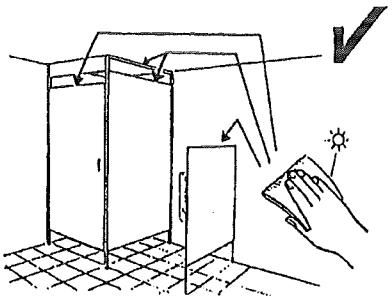


35.CLEAN RESTROOM VENTS

Technique: Vents need to be wiped using either a hand held cloth or a dust wand covered with a cleaning cloth. The dust needs to be held in the cloth and not spread around. Care must be taken to insure each vent crevice is dusted by placing the tip of the duster in the crevice and moving it back and forth.
Equipment: Dust Wand, Cloth.

36.CLEAN PARTITIONS

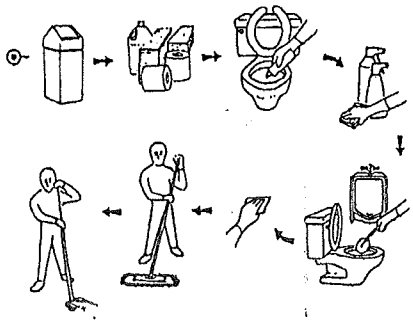
Technique: Using a sponge or cloth wipe the sides of all partitions in the restrooms. The action should be from the top to the bottom and not in a circular motion. The cloth or sponge should be sprayed with the approved germicidal detergent.
Equipment: Sponge, or Cloths, Spray Container.
Chemicals: Disinfectant Cleaner.

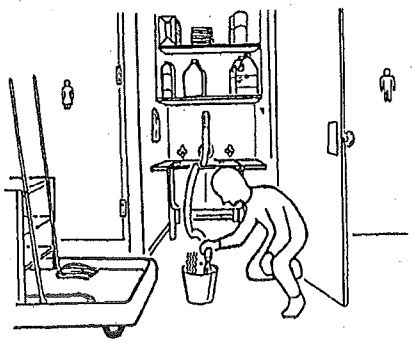


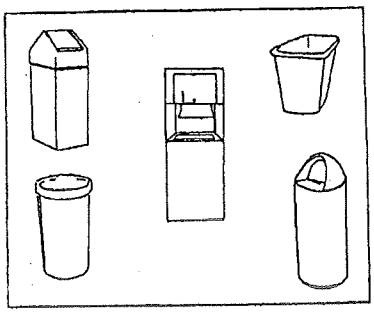
37.CLEAN RESTROOM (SQ.FT.)

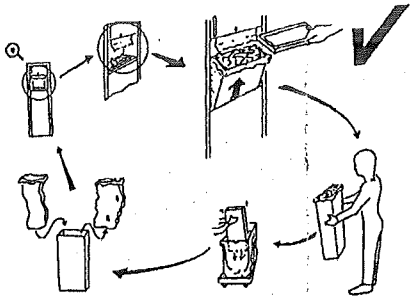
Technique: Restroom cleaning requires the following steps. Preparation: The cleaning cart should be taken into the restroom if possible and a sign placed on the door showing the restroom is being cleaned. Step 1. Place small amount of bowl cleaner in the toilets and urinals. This will give the chemicals time to work while other cleaning processes are being performed. Step 2. Empty all waste hand towel containers, and sanitary napkin containers. Refill all dispensers. Hand Towel, Toilet Paper, Seat Covers, Hand Soap and Sanitary Products. Step 3. Spray cloth or sponge with restroom cleaner and wipe the counter tops and sinks. Include the wiping of the metal fixtures. Step 4. Using a bowl swab clean the inside of the toilets and urinals. Use a smooth circular motion so as not to splash the cleaning chemical. Wipe the outside of the toilets and urinals using a cloth or sponge and dry with a separate cloth. Step 5. Spot wipe the partitions and dust the tops. Wipe the towel holders and spot clean the walls light switches and doors. Cleaning material should be sprayed onto the cloth or sponge. Step 6. Clean the mirrors using the glass cleaner and a lint free cloth. Step 7. Dust mop the restroom floor using a lobby broom to move debris from the corners and edges and behind the toilets and partitions. Then use a swivel action dust mop to dust mop the center of the floor. Step 8. Damp mop the entire restroom floor using a disinfectant cleaner. Mop out from behind the toilet stalls and then use a side to side action for the open areas.

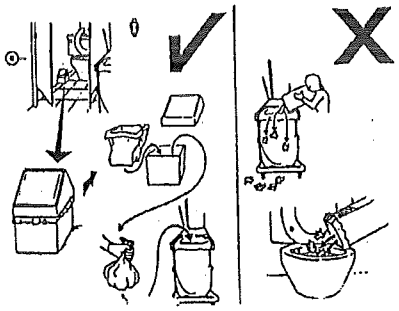
Equipment: Restroom Cart, Mop, Bucket, Wringer, Bowl Swab, Cloths, Spray Bottles, Gloves, Paper Supplies, Liquid Soap, 24 or 32 Ounce Mop, Gum Scraper.
Chemicals: Disinfectant Detergent, Glass Cleaner Restroom Cleaner, Non-Acid Bowl Cleaner.

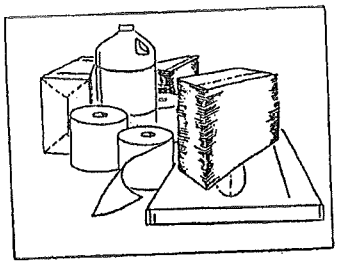


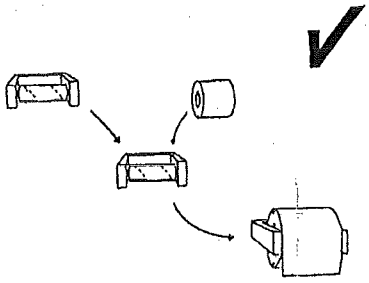


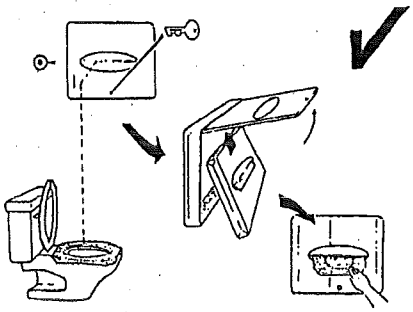


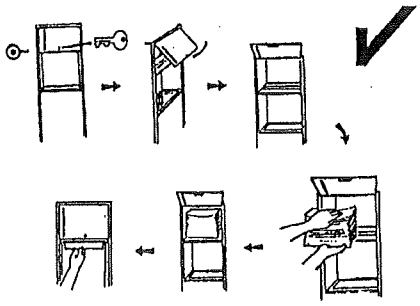


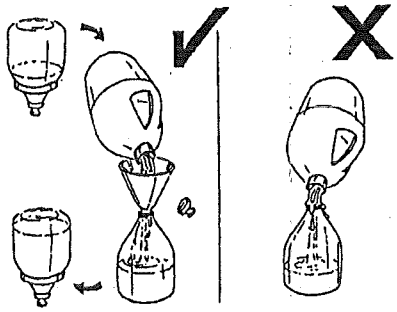


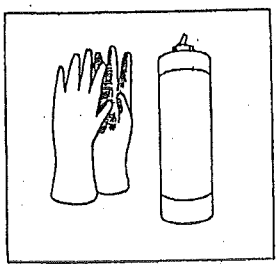


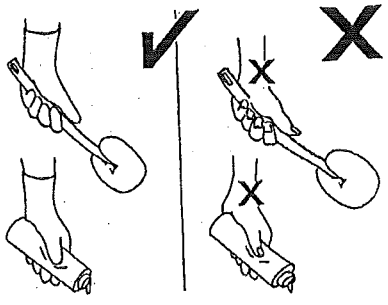


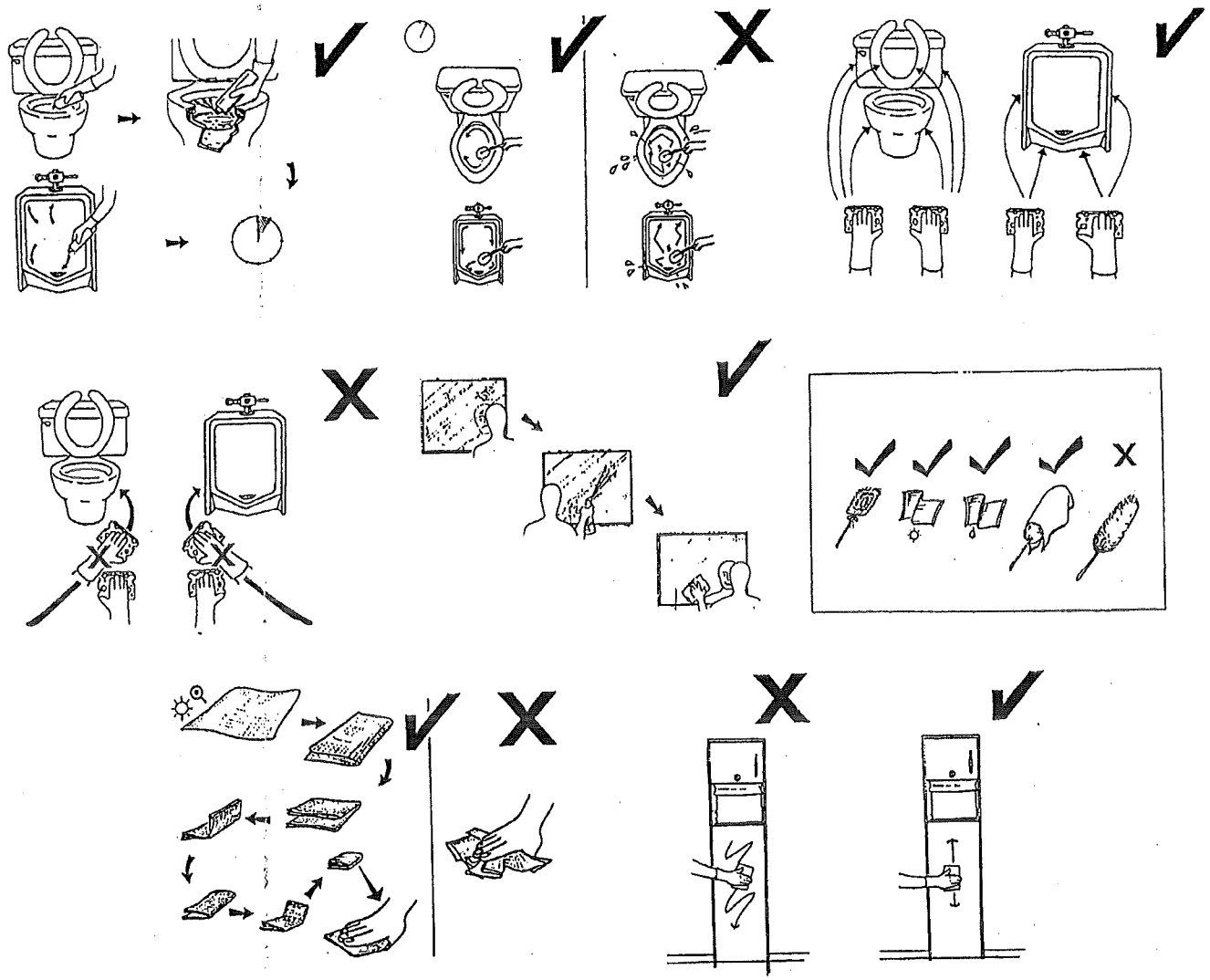












38.CLEAN DOOR GLASS (*)

Technique: Entry door glass may be cleaned using either of two methods. Either use a lint free cloth and glass cleaner or a window brush and blade. The level of soil or skill of the cleaner will determine the most suitable method. Glass cleaner can be sprayed directly onto the glass and then beginning at the bottom of the door wipe toward the top using a circular motion. When using the brush, apply the cleaning solution to the door and blade in a swirling motion to catch liquid as it runs down the glass. Care should be taken to insure that liquid does not run down the frame and should this happen it should be wiped with a lint free cloth.
Equipment: Lint Free Cloth, Spray Bottle, and/or Squeegee Blade.
Chemicals: Glass Cleaner.

39.SPOT CLEAN PARTITION GLASS

Technique: Partition glass may be spot cleaned using a lint free cloth and glass cleaner. Glass cleaner should be sprayed directly onto the cloth. Beginning in the center of the spot, wipe toward the outer area of the spot using a circular motion. Be sure to blend in the clean area.
Equipment: Lint Free Cloth, Spray Bottle.
Chemicals: Glass Cleaner.

40.CLEAN CARPET ELEVATOR (*)

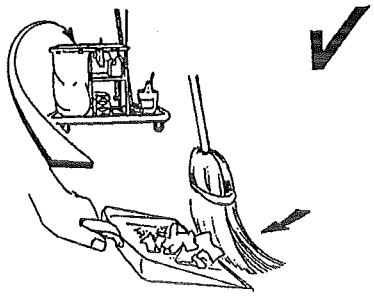
Technique: The walls of the cab must be spot cleaned to remove finger prints and soil. Cleaner should be sprayed directly onto the cloth. Begin in the center of the soiled area and wipe toward the outer area of the spot. Use a circular motion to blend in the clean area. This method would be used to clean the floor indicator buttons and surrounding area. Using a folded dust cloth all dust collecting areas need to be wiped. These would include and rails or decorative pieces. The carpet should be vacuumed with an upright, tank, or back-pack vacuum. If an upright is generally used a tank or back-pack will need to be periodically used to vacuum the corners and edges. Carpet spots will need to be removed using the spotting system approved for the building. Vacuuming pattern should be a cross hatch method to move the nap in at least two directions.
Equipment: Lint Free Cloth, Spray Container, Vacuum Cleaner, Carpet Spotting Kit.
Chemicals: General Purpose Cleaner, Spotting Chemicals, Metal Cleaner, Wood Treatment.

41.CLEAN TILE ELEVATOR (*)

Technique: The walls of the cab must be spot cleaned to remove finger prints and soil. Cleaner should be sprayed directly onto the cloth. Begin in the center of the soiled area and wipe toward the outer area of the spot. Use a circular motion to blend in the clean area. This method would be used to clean the floor indicator buttons and surrounding area. Using a folded dust cloth all dust collecting areas need to be wiped. These would include and rails or decorative pieces. The floor would be dust mopped using a swivel action dust mop and a long handled broom to remove debris and dust from the corners and edges. Finally the floor should be sanitized by damp mopped with a gentle pulling action along the floor next to the walls. Then a side to side action to fill in the center of the cab. Care must be taken not to wet the baseboards or to allow water or any debris to fall between the cab and the shaft wall.
Equipment: Lint Free Cloth, Spray Container, Dust Mop, Wet Mop and Bucket, Long Handle Broom.
Chemicals: Germicidal Cleaner.

42.POLICE STAIRS FOR LITTER (*)

Technique: Policing of stairs refers to the pick-up of obvious debris from the steps and landings. Typically this debris will be picked up by hand. If many pieces of debris are normally present then the cleaner will use a dust pan and long handled broom.
Equipment: Dust Pan, Broom.



43.DUST MOP STAIRS (*)

Technique: The most convenient method of dust mopping stairs is to use a two foot dust mop. Move the dust along the length of the step then move any dust down to the next step. Dust can then be picked up in a pan at the landing. For a single stair case using a back-pack vacuum cleaner is suitable. Part of the dusting procedure will include the wiping of the hand rails.
Equipment: Dust Mop, Vacuum Cleaner (Back-pack), Dust Cloth, Dust Pan.

44.VACUUM STAIRS (*)

Technique: Using either a tank vacuum or a back-pack fitted with foot tools vacuum the stair steps, risers and the landings. Special attention needs to be given to the corners and edges. Use a stroke that moves the vacuum cleaner across the face of the step from side to side. Wipe the hand rails with a folded dust cloth.
Equipment: Tank or Back-Pack Vacuum Cleaner Dust Cloth.

45.CLEAN CAFETERIA TABLES (*)

Technique: Using a cloth or sponge wipe the tops of all cafeteria or break room tables. Also wipe the face of the seat and back of the chairs. Legs should also be wiped if they appear soiled. Care must be taken to insure that the cloth or sponge is clean so as not to streak the surfaces. The choice of chemical will range from a general purpose cleaner to a disinfectant cleaner
Equipment: Cloth or sponge, Trigger Spray Container.
Chemicals: General Purpose Cleaner, Disinfectant Cleaner.

46.CLEAN CAFETERIA CHAIRS (*)

Technique: Using a cloth or sponge wipe the front and back of all chair backs and the top and bottom of all seats. Finally wipe the legs and rails, this may require the use of a general purpose cleaner of simply a damp cloth or sponge.
Equipment: Cloth or Sponge, Trigger Spray Container.
Chemicals: General Purpose Cleaner.

47.CLEAN ASH/TRASH URNS

Technique: The ashtrays will be emptied at the same time as the trash. This means the trash pick-up tube will be at the cleaners side. The ashtray must be first checked for burning material. If present then the contents should be placed in a separate container from the trash container. Picking up the ashtray with one hand and placing in the palm of the other hand will determine if heat is present. Now wipe the ashtray with a dry cloth first to remove the loose ash and only if necessary to remove soil should you use a damp cloth. Empty the waste basket into the pick-up container by placing the waste basket into the pick-up tube and shake to dislodge the trash. The liner then should be checked and changed if soiled with moisture or ash. Generally the liner should last for approximately five days. The liner should be tied around the top of the waste basket to hold it in place.
Equipment: Trash Pick-Up Container, Plastic Bags, Waste Can Liners.

48.CLEAN PUBLIC TELEPHONE (*)

Technique: Using a lint free cloth and a general purpose cleaner, wipe the telephone base, the ear and mouthpiece. Stains and fingerprints need to be wiped from the cabinet surrounding the telephone and the wall beside the phone. Stains should be removed by working from the center of the spot to the outside. Never spray cleaner directly on the surface, always spray on the cloth or sponge.
Equipment: Cloth or Sponge, Spray Bottle.
Chemicals: General Purpose Cleaner.

49.DAMP DUST

Technique: Dusting should be performed with a cloth moistened either with a general purpose cleaner or a disinfectant cleaner then folded at least three times. In this way the cloth can be turned to provide clean surfaces. When damp dusting desks the papers should not be touched. Credenzas, file cabinets, tables and book cases are all included in damp dusting.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth.
Chemicals: General Purpose Cleaner, or Disinfectant Cleaner.

50.AIR BLOW

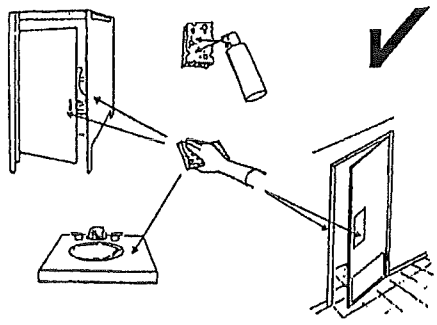
Technique: Using a back-pack vacuum set on the blow setting, move dust from equipment beginning at the top and working toward the base. Hold the tube at a 45 degree angle to move the debris along the floor and not up into the surrounding area.
Equipment: Back-Pack Vacuum Cleaner.

51.VACUUM FABRIC OFFICE FURNITURE

Technique: Using a back-pack or tank vacuum and an upholstery brush remove the lint and dust from fabric surfaces. Insure that the crevices are cleaned in chairs and couches. On flat surfaces such as cushions be sure to move the vacuum head in one direction and use gentle strokes so as not to damage the surfaces.
Equipment: Back-Pack, or Tank Vacuum Cleaner, Upholstery Head.

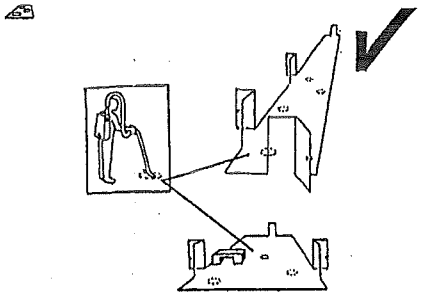
52.CLEAN RESTROOM DOORS

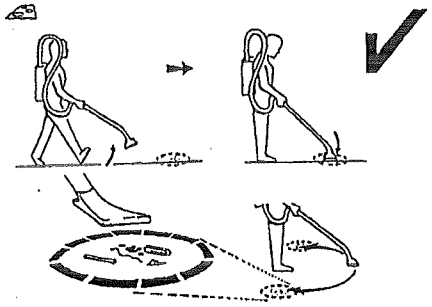
Technique: Using the appropriate disinfectant detergent or restroom cleaner, applied to a sponge or cloth wipe both sides on door wiping with the grain. Wood doors should be wiped with a product approved for wood surfaces. Metal items such as kick plates or push plates need to be wiped also to remove soil build-up. Be sure to indicate that the restroom is being cleaned so that people do not attempt to enter.
Equipment: Sponge or Cloth, Trigger Spray Container.
Chemicals: Restroom Cleaner, Disinfectant Cleaner, Wood Treatment.



53.SPOT VACUUM

Technique: Spot vacuuming requires the use of either a tank vacuum or a back-pack. Spot vacuuming is the cosmetic removal of obvious debris from the surface of the carpet. It requires that the wand and head be carried above the carpet and not dragged along the carpet. So that the head may be touched down to pick up visible soil. Because of the length of the wand and the cleaners arm, the cleaner is able to move the vacuum head from left to right as he/she moves across the floor and cover a wide area.
Equipment: Tank Vacuum, Back-Pack.





54.DRY EXTRACT (HOST)

Technique: For best results select an area no more than fifteen feet square. Spread the powder according to manufacturer directions over the area to be cleaned. Extra material may need to be applied to stained areas, or a pre-spotter may need to be used. Run the agitator across the carpet in one direction, using a lawn mower method, then run the machine in a cross hatch pattern. Finally you will need to pile lift the carpet in an attempt to remove as much of the powder as possible.
Equipment: Host Applicator, Pile Lifter.
Chemicals: Host Chemical.

55.HOSE OPEN AREA

Technique: Water control is most important when using a pressure hose. Use only the amount of water necessary for the job. Begin at the farthest point from the drain or area you wish to accumulate the water and then move toward that point. Water accidentally sprayed on undesirable areas needs to be wiped dry.
Equipment: Hose
Chemicals: Water

56.SCRUB CAFETERIA

Technique: In order to scrub the cafeteria successfully it will be necessary to remove the chairs and tables. These should be removed from half the area or onto a carpet area if room allows. This task is normally performed using a slow speed (165 R.P.M.) floor machine. A higher speed machine could be used if it contains a spray guard. The first step would be to dust mop the floor. Then using a mop and bucket lay down a general purpose cleaner. Scrubbing would be done by using a mildly aggressive pad, either a green, brown or blue pad. The idea is to remove one or more layers of finish and the embedded dirt so that a fresh coat of finish can be applied. The cleaning solution should be picked up using a wet vacuum or mop. Then a new coat of finish can be applied. If several coats are already on the floor the new coat can be applied one foot out from the baseboards. The coat should be applied in squares by drawing out a perimeter and then filling in the square. This process helps to insure none of the surface is missed.
Equipment: Standard Floor Machine, Bucket and Wringer, 16, 24 or 32 ounce Mop, Gum Scraper, Finish Bucket.
Chemicals: General Purpose Cleaner, Floor Finish.

57.CLEAN BUILDING DIRECTORY (*)

Technique: Glass fronts on directories will require the use of a lint free cloth and approved glass cleaner. Spray the cleaning solution onto the glass and remove with a circular motion. Exposed letters should be dusted with a long handled duster covered with a lint free cloth. Great care must be taken to insure the duster does not scratch the directory.
Equipment: Long Handled Duster, Dust Cloth.
Chemicals: Class Cleaner.

58.ARRANGE OFFICE FURNITURE

Technique: This task provides the time to arrange the furniture in the office environment. Chairs will need to be placed in chair wells and around the conference room table.

59.MACHINE SWEEP

Technique: The appropriate place to use a motor driven sweeper would be basically open areas. Dirt and debris will need to be moved away from confining areas that the machine is unable to reach. The first step is normally to begin on the outer perimeter then move toward the center of the area to be swept. It is best to move in a straight line moving forward. Turn at the end of the area and proceed back. You may also use a circular motion is the area permits. Water should be lightly sprayed in outside areas if dust becomes a problem.
Equipment: Power Sweeper, Yard Broom.

60. CLEAN ERASERS

Technique: Chalk board erasers should be cleaned in an area where the dust will not accumulate onto other surfaces to be cleaned, preferably outside the building, or if performed inside the building, inside a garbage bag or similar enclosure. Simply clean the brushes by banging one against another until the brushes are clean. DO NOT bang brushes against walls or other surfaces to clean.
Equipment: Garbage Bag.

61. CLEAN STUDENT FURNITURE

Technique: Spray the correct dilution of a general purpose cleaner onto a cloth or sponge. Wipe the surface completely removing all pencil and ink marks. Pre-spotting of stubborn marks may be necessary by spraying a small amount of cleaning solution directly onto the mark. If the surface has a grain, follow the grain and if not, simply wipe from one side to the other. Wipe legs from the top down and if necessary polish with a dry cloth.
Equipment: Cloth or Sponge, Trigger Spray Container
Chemicals: General Purpose Cleaner

62. CLEAN FOUNTAIN (*)

Technique: Utilizing the proper procedure drain water from the fountain. With a deck scrub brush and general purpose detergent scrub down the entire area paying particular attention to the build up of scum at the water line. Larger fountains or heavy buildups may require the use of a floor machine and nylon brush. Rinse the area down with clear water. Use a squeegee to remove all standing water. Refill the fountain.
Equipment: Deck Scrub Brush, Floor Machine, Nylon Brush, Hose, Squeegee.
Chemicals: General purpose detergent.

63. CLEAN CHALK BOARDS

Technique: With a clean eraser start in the upper corner of the chalk board and work down to the opposite corner ensuring that the entire area is covered. Clean out the chalk tray using a vacuum cleaner or by running the eraser along the length of the tray and pushing the chalk residue into a garbage bag, which is held close the tray lip. Do not clean boards with notices to leave the material on such as "PLO" or use water on the board.
Equipment: Chalk Board Eraser, Vacuum Cleaner.

64.DUST BOOKCASES

Technique: Dusting should be performed using a feather duster or treated dust cloth folded at least three times. Using the chosen tool start on the upper most shelf moving from one end of the shelf to the other. Do not move books or other materials on the shelves.
Equipment: Dusting Cloth, Long Handled Duster, Plastic Bag, Trash Pick-Up Container.

65.SPOT CLEAN DISPLAY CASE (*)

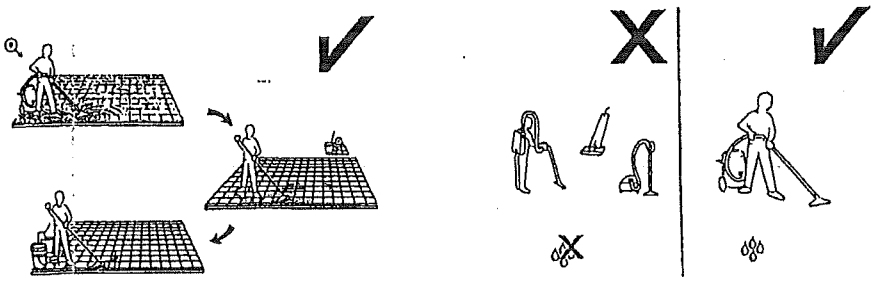
Technique: Using a sponge or cloth and glass cleaner remove all spots from glass display cases. Do not spray the glass cleaner directly on the spot but onto the cloth or sponge.
Equipment: Cloth or Sponge
Chemicals: Glass Cleaner

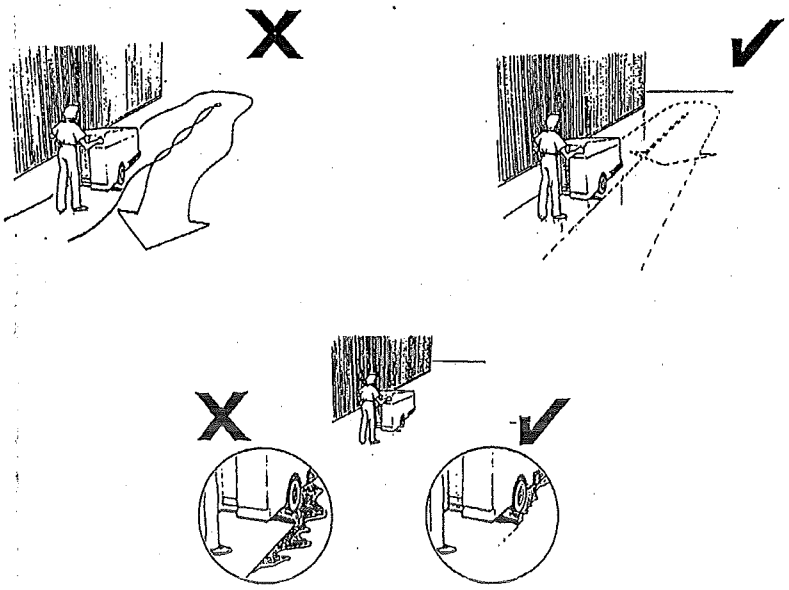
66.RAISE COMPUTER FLOOR

Technique: Using a suction cup tile lifter, lift tiles in one section of the room to a maximum area of twenty feet by twenty feet. This reduces the amount of travel necessary to carry the lifted tiles.
Equipment: Suction Cup Tile Lifter.

67.MACHINE SCRUB RESTROOM

Technique: Lift all movable items from floor and place on counter. Be careful not to scratch or mark counter. If necessary, cover counter first. Dust mop the floor and apply cleaning solution of disinfectant cleaner with wet mop. Allow to sit for five minutes and scrub using pads if floor surface is even and brush if ceramic or floor is uneven. Pads should be mildly abrasive and specified for scrubbing. Corners and edges should be scrubbed with a small piece of pad by hand. After scrubbing, pick up solution with a wet vacuum or wet mop. Rinse if necessary.
Equipment: Standard Floor Machine (165-175 r.p.m.), Wet Vacuum, Bucket and Wringer, Wet Mops(2), Scraper, Dust Mop.
Chemicals: Disinfectant Cleaner.





68.WASH CEILINGS (HAND)

Technique: Place drop cloths on the floor. Mix the cleaning chemicals in a bucket according to the proper dilution. Using a sponge mop, sponge, or clean white cloth start in the corner of the area to be cleaned. Work from side to side by working over approximately ten feet and up ten feet so that the area is being cleaned in one hundred foot squares. On completion, wipe up excess on the floor and from the wall.
Equipment: Sponge Mop, or Sponge, Clean Cloths, Bucket, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

69.DUST WALLS

Technique: Using an oil free dust mop start in the upper corner of the wall and move over approximately ten feet. Move down so that the mop is slightly overlapping the previous area cleaned and move back toward the starting point. Continue in this manner until the bottom of the wall has been reached and move over to the next section. Once the mop becomes heavily soiled vacuum and brush the mop head. On completion using a vacuum or dust mop to pick up debris from the floor.
Equipment: Untreated Dust Mop, Ladder or Scaffold, Vacuum Cleaner.

70.EMPTY SHARPENERS

Technique: Move the trash receptacle as close as possible to the sharpener to avoid spillage onto the floor. Remove the container holding the shavings and empty into the trash container. Wipe any fingerprints from the container and reattach to the sharpener base.
Equipment: Trash Receptacle, Cloth.

71.DUST BLEACHERS (SCHOOL)

Technique: Pull out bleachers for cleaning. Use a clean untreated dust mop to dust down seats moving from one end of the seating area to the other. Spots or stains not removed with the dust mop should be wiped with a trigger sprayer and cloth. Use a covered duster to dust metal supports.
Equipment: Untreated Dust Mop, Long Handled Duster, Trigger Sprayer, Cloth.
Chemicals: General Purpose Cleaner.

72.WASH CERAMIC TILE WALLS (MACH)

Technique: Place drop cloths on the floor. Attach washing cloths to machine and mix chemicals in correct dilution. Starting at the bottom of the wall in the corner clean over about ten feet and move up the wall and clean over to the starting point. Continue until the top of the area to be cleaned is completed and move over to the next section. On completion, wipe up excess solution from the floor and wall.
Equipment: Wall Washing/Ceiling Cleaning Machine, Clean Cloths, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

73.CLEAN AIR VENTS

Technique: Ceiling air vents may be cleaned using an extension pole with a sponge on the end or using a ladder or scaffold and cloths or sponges. In both methods, ensure the applicator is clean and damp only. Over wetting will cause spills and leave streaks. Wipe the vent thoroughly being carefully not the touch the surrounding ceiling area.
Equipment: Extension Pole, Cloth, Sponge, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

74.DAMP WIPE GYM MATS

Technique: Gym mats may be cleaned using a sponge or cloth and disinfectant cleaner. Wipe the mat thoroughly starting in one corner and working down to the opposite corner. If necessary, a damp mop may be used for large numbers of mats. Caution should be taken that the cleaning solution does not run onto the floor.
Equipment: Sponge or Cloths, Damp Mop (optional), Bucket.
Chemicals: Disinfectant Cleaner.

75.WASH LOCKERS (SCHOOL)

Technique: Remove all materials from locker and dispose of as instructed by the supervisor. Using a disinfectant cleaner wipe down inside and outside of locker with a clean cloth or sponge. Wipe up excess solution from bottom of the locker and from the floor when finished. For large areas a sponge mop will cover the exteriors more efficiently. Ensure cloth or sponge surface is clean at all times to avoid streaking.
Equipment: Bucket, Cloth, Sponges or Sponge Mop.
Chemicals: Disinfectant cleaner.

76.DUST LIGHT FIXTURES (*)

Technique: Safety rules must be observed to reach the light fixture. This may mean a ladder or a scaffold depending on the height of the fixture. Care must be exercised at all times to insure the safety of the cleaner and that no damage is done to the light or the surrounding area. Insuring that the light is switched off, remove the egg crate if present then the bulb or tube. Wipe the reflector with a the dust cloth or a long handled duster covered with a wipe. Wipe the bulb or tube and replace in the fixture. If necessary vacuum the egg crate and then re-latch. Before moving to the next fixture insure that you wipe any finger or hand prints around the fixture.
Equipment: Lint Free Cloth, Long Handled Duster, Ladder.

77.STRIP/REFINISH ELEVATOR (*)

Technique: Open elevator doors and turn elevator off. Dust mop the floor and then using a mop and bucket lay down the stripper using the wet mopping process. Wait for about five minutes in order to allow the stripper to work and scrub with a standard speed floor machine(165 R.P.M.) and a black or brown pad. Remove all layers of floor finish and soil in a side to side motion. Use a small piece of the pad to do the corners and along the edges. Use a wet vacuum or mop to pick up the excess solution. Damp mop the floor one or two times to remove all traces of the stripper and to neutralize the floor. Run a buffer over the floor to warm the floor and improve drying. Apply sufficient floor finish to completely cover and seal the floor with a floor finish mop.
Equipment: Dust Mop, Standard Floor Machine, Bucket and Wringer, 16 or 24 ounce Mop, Scraper, Finish Bucket and Wringer, Wet Vacuum, Cloths.
Chemicals: Stripper, Floor Finish, Neutralizing Solution (if necessary).

78. CLEAN CEILING DIFFUSERS

Technique: Ceiling diffusers may be cleaned using an extension pole with a sponge on the end or using a ladder or scaffold and cloths or sponges. In both methods, ensure the applicator is clean and damp only. Over wetting will cause spills and leave streaks. Wipe the diffuser thoroughly being carefully not the touch the surrounding ceiling area.
Equipment: Extension Pole, Cloths, Sponges, Ladder or Scaffold.
Chemicals: General Purpose Detergent.

79. DUST LEDGES/PICTURES/MOLDINGS

Technique: Use either a folded dust cloth or long handled duster covered with a cloth to provide for extra reach. Dust all ledges, picture frames and moldings. It is important to capture the dust on the surface and not to spread it around by flicking the cloth.
Equipment: Dust Cloth or Long Handled Duster.

80. SPOT CLEAN REVOLVING DOORS (*)

Technique: Spot clean door glass using a lint free cloth and glass cleaner. Spray glass cleaner directly onto the cloth and then beginning in the center of the spot wipe toward the outer area of the spot using a circular motion being sure to blend in the clean area.
Equipment: Lint Free Cloth, Spray Bottle.
Chemicals: Glass Cleaner.

81. DUST LEDGES/WINDOW SILLS

Technique: Use a folded dust cloth or long handled duster covered with a cloth for extra reach. All ledges and window sills are dusted in such a manner that the dust is captured on the cloth and is not spread around.
Equipment: Dusting Cloth or Long Handled Duster.

82. CLEAN JANITOR CLOSET (*)

Technique: Clean and arrange all equipment in janitor closet. Check chemical and supply inventory for any items needed. Empty vacuum cleaner and replace bags if necessary. Check vacuum belts. Rinse out wet mops and hang up to dry on rack. Clean sink and insure water is turned off. Sweep and wash floor.
Equipment: As in Janitor Closet.
Chemicals: As in Janitor Closet.

83.WASH LOCKERS

Technique: Using a cloth or sponge sprayed with a germicidal cleaner wipe the front of each locker. The slanted tops need also to be wiped and the sides of the end lockers also need to be wiped.
Equipment: Cloth, Spray Bottle. Chemical: Germicidal Cleaner.

84.CLEAN DRY ERASE BOARDS

Technique: Magic marker boards must be wiped with a felt wiper. Beginning at the top of the board and moving the wiper across the board from left to right. Moving down the board toward the pen tray. Be sure to move the ink powder with the wiper. If the wrong ink pen has been used it can normally be removed using window cleaner.
Equipment: Lint Free Pad or Cloth. Chemical: Glass Cleaner.

85.DUST HVAC LOUVERS

Technique: HVAC louvers need to be dusted using either a hand held cloth or a dust wand covered with a cleaning cloth. The dust needs to be held in the cloth and not spread around. Care must be taken to insure each vent crevice is dusted by placing the tip of the duster in the crevice and moving it back and forth.
Equipment: Dust Wand, Cloth.

86.CLEAN HVAC GRILLS

Technique: HVAC louvers need to be wiped using either a hand held cloth or a dust wand covered with a cleaning cloth. The soil needs to be held in the cloth and not spread around. Care must be taken to insure each vent crevice is cleaned by placing the tip of the cloth in the crevice and moving it back and forth. It will be necessary to use a general purpose cleaner to remove dried soil.
Equipment: Dust Wand, Cloth or Sponge.

87.CLEAN MICROWAVE (*)

Technique: In order to cut the grease often present in microwaves you should use a cloth or sponge and a food approved cleaner degreaser. Wipe the inside and outside of the microwave removing all soil present.
Equipment: Cloth, Spray Bottle. Chemical: General Purpose Cleaner.

88. POLICE PUBLIC AREAS

Technique: The process of Policing an area is designed to remove the obvious litter and debris that has accumulated in the area of responsibility. The method may require the use of a long handled pan and broom or simply require the cleaner to pick up the litter by hand.
Equipment: Dust Pan and Broom.

89. CLEAN EXTERIOR BENCHES (*)

Technique: Using a damp cloth sponge or brush clean the back and seat of all benches. Use a gum scraper to remove gum and a heavy duty cleaner to remove stains.
Equipment: Sponge or Cloth or Brush and gum scraper.
Chemicals: Heavy Duty Cleaner

90. CLEAN COFFEE STATION (*)

Technique: The coffee station is defined as the counter around the coffee machine and the coffee machine. The cleaning of the coffee machine may well vary from damp wiping the exterior with a cloth or sponge to emptying and cleaning the coffee pots. Your supervisor will instruct you as to the extent of your cleaning.
Equipment: Cloth, Spray Bottle. Chemical: General Purpose Cleaner.

91. SPOT CLEAN DOOR GLASS (*)

Technique: Door and sidelight glass may be spot cleaned using a lint free cloth and glass cleaner. Glass cleaner should be sprayed directly onto the cloth. Begin in the center of the spot and wipe toward the outer area of the spot. Use a circular motion being sure to blend in the clean area.
Equipment: Lint Free Cloth, Spray Bottle.
Chemicals: Glass Cleaner.

92. VACUUM CORNERS/EDGES

Technique: Using a Tank, Back-pack, or Upright with a separate hose for tools concentrate on the carpet edges and corners. This will mean the use of crevice tools and edging tools. The vacuum bag should be empty before you start, and the cord should be checked to insure it has not been damaged.
Equipment: Upright Vacuum, or Tank Vacuum, or Back-pack.

93.SPOT CLEAN PEWS

Technique: Using either a folded dust cloth or a damp sponge wipe the horizontal surfaces to remove dust or damp or dried spots. The cloth should be folded as shown in Section 1 of the reference book. In this way a clean surface is readily available to the cleaner as the cloth becomes soiled. Cleaning solution should not be sprayed directly onto the surface to be cleaned. It should be sprayed onto the cloth or sponge. In the case of unprotected wood a wood treatment should be used.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.
Chemicals: General Purpose Cleaner and/or Glass Cleaner.

94.DUST CHOIR PEWS

Technique: Dusting should be done with a cloth folded at least three times. In this way the cloth can be turned to provide clean surfaces. When dusting the choir pews, you may also use a long handled duster covered with a dust wipe.
Equipment: Trash Pick-Up Container, Plastic Bags. Dusting Cloth and/or Dusting Wand.

95.SPOT CLEAN (SCHOOL-ART)

Technique: Using a cloth or sponge and a suitable general purpose cleaner remove the spots and spills from all visible surfaces. These would include: door frames, push plates, furniture, glass, and other surfaces where marks and soil are deposited. Do not spray on the spot. Spray on the cloth or sponge and work from the center of the spot out applying gentle pressure.
Equipment: Cloth or Sponge, putty Knife.
Chemicals: General Purpose cleaner and/or Glass Cleaner.

6.3.3.3 *OSHA Safety Training*

Cristi Cleaning firmly believes that our employees are entitled to a safe work place; therefore, we provide ongoing workplace safety training at all of our operational locations. Below, we included some of the subjects of that training that are pertinent to the types of services required by this solicitation.

Back Safety

Our company "Back Safety" Program emphasizes the importance of overall back care, both at work and at home, including exercises and weight control. For many employees, back injuries are something that "happens to the other person... not to me." Yet four out of five people will experience some type of back problems during their lives. And many back injuries are caused by common activities experienced both on and off the job... such as lifting, climbing, reaching, etc. The Program includes information on how the back works, common types and causes of back injuries, effects of back injuries, injury prevention and safety practices, proper lifting techniques, basic back exercises, and more. The Program includes Lecture, Video, Employee Handouts, Employee Quiz, and Employee Training Certificates.

Eye Safety

Our company "Eye Safety" Program teaches how many eye problems are caused by not paying attention to the work employees are doing, or by not wearing the appropriate protective equipment. It reminds employees that eye injuries can easily happen to them and shows them how to prevent these injuries. Most employees take "healthy eyes" for granted. But our eyes are really very fragile, and statistics show that eye injuries occur frequently in the workplace. The

Program includes information on physiology of the eye and how it functions, common eye injuries and how they are caused, short and long-term effects of eye injuries, eye care and safety practices, selecting and using appropriate personal protective equipment, and more.

Fall Protection

Our company "Fall Protection" Program provides the information employees need to work safely when they are "off the ground", and satisfies the major training requirements in the OSHA Standard on Fall Protection. Falls are the second leading cause of death each year in the United States (after traffic accidents)! Over 10,000 people are killed every year as a result of falls...and 200,000 to 300,000 people are disabled. Eight-five percent of all falls that occur on the job result in "lost work time". The Program includes information on the seriousness of fall hazards, types of environments.

Fire Prevention & Safety

Our company "Fire Prevention and Safety" Program looks at what causes workplace fires, and what can be done to prevent them. It reviews steps that can be taken to help prevent fires, as well as what employees should do in case of a fire emergency. Among all the safety problems an employee can encounter, fire can be the most frightening. Every year workplace fires cause hundreds of millions of dollars in damage and result in numerous employee injuries, many of which are fatal. Yet many employees do not realize how their own work practices can contribute to the risk of fire. The Program includes information on common causes of workplace fires, importance of good "housekeeping", other fire prevention measures, various types of fire extinguishers, using fire extinguishers, evacuation and other employee responsibilities, first aid, and more.

First Aid

Our company "First Aid" Program teaches employees that knowing basic first aid can often limit the severity of any type of injury, or even prevent a death. In most facilities, not a day goes by without some type of injury occurring. It can be as serious as a chemical burn, or as minor as a small cut. But any injury can be painful and affect an employee's work performance... as well as their life off the job. The Program includes information on cuts and bleeding, muscle pulls and sprains, burns, broken bones, shock, artificial respiration and CPR, and more.

Hand, Wrist & Finger Safety

Our company "Hand, Wrist and Finger Safety" Program reviews hand, wrist and finger hazards and helps employees to take the steps necessary to avoid them. Each year over 500,000 people injure their hands, wrists or fingers. Nearly one out of four "on-the-job" accidents involve these parts of the body. To help reduce these problems it is important for employees to learn about the most common hazards to these areas of the body. The includes information on physiology of the hand, wrist and fingers, identification of common hazards, proper work procedures, tool use and maintenance, using personal protective equipment, injuries and first aid, and more.

Hearing Safety

Our company "Hearing Safety" Program teaches employees why they should pay attention to "noise" hazards, and how they can protect themselves from hearing injuries. Over 15 million Americans have a measurable hearing loss, most often caused by "on-the-job" injuries. Everywhere we go we encounter noise. And if this noise is loud enough, or has certain characteristics, it can cause damage to our hearing... often permanently. Many employees don't realize that not only can hearing problems affect their work; they can alter their personal lives dramatically as well. The Program includes information on how the ear works, types of hearing problems, causes of hearing damage, potential effects of hearing injuries, noise avoidance and other safety practices, the use of personal protective equipment, and more.

Materials Handling Safety

Our company "Materials Handling Safety" Program provides the information employees needs to work safely when handling various types of materials. Many employees feel that moving and handling materials that they work with every day is an "ordinary" task, not something that they really need to be concerned about. Yet there are hundreds of thousands of "materials handling" accidents every year... from small splinters, cuts or scrapes... to crushed fingers, hands and feet... even deaths. The Program includes information on types of potential hazards, planning a job, personal protective equipment, proper lifting and moving techniques, other ergonomic considerations, hand trucks, carts and pallet trucks, mechanical lifting devices, and more.

Safety Audits

Our company "Safety Audits" Program informs employees about the goals of a Safety Audit, and how all workers should become involved. A single workplace accident can be devastating. Someone can be injured... or even killed. Property, equipment or materials can be damaged or destroyed. And work could come to a complete standstill. All of these things can happen if efforts are not made to protect employees. One way to accomplish this is to conduct a Safety Audit. This is an examination of the work area to make sure it is as safe as possible and all potential hazards are corrected or removed. The Program includes information on a workplace analysis, administrative controls, regulatory compliance and safety/health training, accident investigation, a safety self-assessment, and more.

Safety Orientation

Our company "Safety Orientation" Program addresses two of the most prominent safety issues confronting employers today, that of developing a good "safety attitude" in their employees...as well as providing "introductory safety training". Thinking about safety should be as natural as thinking about other aspects of the job. Employees need to anticipate the possibility of accidents before they happen. Workplace accidents cause millions of people to suffer painful injuries every year, and cost business almost $90 billion per year in medical bills, lost wages and lost production time. The Program and includes information on developing "safety awareness", basics of accident prevention, hazard evaluation, safety housekeeping, tool use and maintenance, use of personal protective equipment, and more.

Slip, Trips & Falls

Our company "Slips, Trips and Falls" Program teaches employees the situations that can lead to slips, trips & falls, and what they can do to avoid or prevent these accidents. Most employees don't give much thought to the prospect of slipping, tripping or even falling on the job. Yet these types of accidents account for more workplace injuries annually than any other accident category. Many of these injuries can be disabling... or even fatal. The Program includes information on why slips, trips and falls occur, common causes of accidents, potential health effects of resulting injuries, techniques used to avoid injury, the importance of safety shoes, safe use of ladders and similar equipment, and more.

Workplace Stress

Our company "Workplace Stress" Program helps employees identify potentially stressful situations and learn how to cope with them. In the fast-paced world that we Live, in, we are always encountering situations that can be stressful. Many of these occur at work. Yet stress, and its effects on our ability to do our jobs, is a subject that is often overlooked. The Program includes information on situations causing stress, positive versus negative stress, recognizing symptoms of stress, effects of stress on the mind and body, eliminating "stress factors", stress-relieving exercises, and more.

6.3.3.4 *Employee Motivation and Incentive Programs*

It is company policy on all of our contracts to have employee motivation and incentive programs and we intend to continue that program in this instance. We offer various motivation rewards and incentives such as paying employees for the following:

- Days not missed
- Consecutive days worked
- Days not late or tardy for work

We intend to offer the Lead Cleaner the opportunity to participate in an IRA program where the company will match 3% of the employee's investment. These various incentives and motivations programs have worked well for us in the past and we are positive they will do so in this instance.

6.3.3.5 *Health Benefits Information Programs for Employees*

Employees on this contract will receive Health Benefits that will include the following acceptable components.

- Family Coverage, as applicable
- Inpatient Hospital Services
- Outpatient Surgical Facility
- Emergency Room Services
- Prenatal Services
- Well visits / immunizations / routine visits for illness
- Prescription Drug Benefits

Please find attached Family Health and Welfare Plan Description Sheet following this page.

CRISTI CLEANING SERVICE

Preferred Provider- Family Health and Welfare Plan - 2007/08

FAMILY PLAN INCLUDES :	Class Based on Average Hours Worked Weekly: 1 to 15 Class I		16 to 22 Class II		23 to 32 Class III		33 or More Class IV	
	Emp	Dep	Emp	Dep	Emp	Dep	Emp	Dep
LIFE INSURANCE BENEFITS								
Employee Life Insurance Benefits	$5,000		$10,000		$30,000		$40,000	
Spousal Life Insurance Benefits		$2,500		$5,000		$15,000		$20,000
Dependent Children Life Insurance Benefits		$1,500		$2,500		$7,500		$10,000
Children (under 6 months of Age) Life Insurance Benefits		$400		$400		$400		$400
Accidental Death & Dismemberment	$5,000	N/A	$10,000	N/A	$30,000	N/A	$40,000	N/A
VISION CARE BENEFITS*								
Vision Examination (Once in every Calendar Year)	$45	$45	$55	$55	$65	$65	$75	$75
Lens Benefit (One Type of Lens in every 2 Calendar Years)								
- Single Vision Lenses	$60	$60	$70	$70	$80	$80	$90	$90
- Contact Lenses	$60	$60	$70	$70	$80	$80	$90	$90
- Bifocal Lenses	$80	$80	$90	$90	$100	$100	$110	$110
Frames (Once in every 2 Calendar Years)	$60	$60	$70	$70	$80	$80	$90	$90
DENTAL CARE BENEFITS								
Calendar Year Maximum	$150	$75	$300	$150	$500	$250	$800	$400
Calendar Year Deductible	$20	$20	$20	$20	$20	$20	$20	$20
Percent of Allowable Charges Paid for Diagnostic and Preventative Services	100%	100%	100%	100%	100%	100%	100%	100%
Percent of Allowable Charges Paid for Basic Maintenance and Procedures	80%	80%	80%	80%	80%	80%	80%	80%
Percent of Allowable Charges Paid for Major Restorative Care	50%	50%	50%	50%	50%	50%	50%	50%
SHORT TERM DISABILITY*								
Maximum Weekly Benefit (up to 13 Weeks)	$10	N/A	$25	N/A	$45	N/A	$75	N/A
Percent of Weekly Base Wage	70%		70%		70%		70%	
Paid from 8th Day of Accident or Sickness								
EMPLOYEE ASSISTANCE PROGRAM (EAP)	A confidential counseling and referral service available to all participants. Help with personal and family problems 24 hours a day, 7 days a week.							
PPO IN NETWORK BENEFITS - OUT OF NETWORK BENEFIT REDUCTION - 20%								
HOSPITAL ROOM & BOARD*								
Maximum Per Unrelated Confinement	$1,550	$1,550	$3,720	$3,720	$6,510	$6,510	$10,230	$10,230
Maximum Daily Benefit	$50	$50	$120	$120	$210	$210	$330	$330
MISCELLANEOUS HOSPITAL BENEFITS*								
Maximum Per Unrelated Confinement	$300	$300	$1,000	$1,000	$2,400	$2,400	$4,400	$4,400
Maximum Daily Benefit	$30	$30	$100	$100	$240	$240	$440	$440
WELL BABY NURSERY CARE WHILE MOTHER IS CONFINED								
Maximum of 3 Days of Coverage Immediately After Birth								
Maximum Daily Benefit	$100	$100	$200	$200	$300	$300	$400	$400
PHYSICIAN'S HOSPITAL VISIT*								
Maximum Per Unrelated Confinement	$620	$620	$930	$930	$1,240	$1,240	$1,550	$1,550
Maximum Daily Benefit	$20	$20	$30	$30	$40	$40	$50	$50
ANESTHESIOLOGIST BENEFIT*								
Maximum Benefit (per unrelated surgery)	$50	$50	$210	$210	$370	$370	$650	$650
SURGEONS' BENEFIT								
Maximum Benefit (per unrelated surgery)	$430	$430	$1,320	$1,320	$2,750	$2,750	$5,500	$5,500
Percent of Allowable Charges Paid	80%	80%	80%	80%	80%	80%	80%	80%
POTENTIAL PER CONFINEMENT MAXIMUM	$3,050	$3,050	$7,380	$7,380	$13,570	$13,570	$22,730	$22,730
OUTPATIENT PHYSICIAN VISITS								
Annual Wellness Check-up Covered In Network	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Calendar Year Maximum for In Network Wellness Check-Up	$40	$40	$60	$60	$80	$80	$100	$100
Chiropractic Care Covered	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Per Visit Maximum for Chiropractic Care	$40	$40	$40	$40	$40	$40	$40	$40
Overall Calendar Year Maximum	$150	$150	$300	$300	$500	$500	$800	$800
Co-payment for In Network Wellness Check-Up	$5	$5	$5	$5	$5	$5	$5	$5
Per Visit Co-payment - In Network	$10	$10	$10	$10	$10	$10	$10	$10
Per Visit Deductible - Out of Network	$15	$15	$15	$15	$15	$15	$15	$15
X-RAY/LAB BENEFITS*								
Annual Wellness Check-up Covered In Network	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Calendar Year Maximum for In Network Wellness Check-Up	$40	$40	$60	$60	$80	$80	$100	$100
Overall Calendar Year Maximum	$150	$150	$300	$300	$500	$500	$800	$800
PRESCRIPTION COVERAGE								
Drug/Discount Card**	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Calendar Year Maximum Plan Payment	$150	$150	$300	$300	$500	$500	$800	$800
Co-pay for Brand Name Drugs (In the absence of Generic Equivalent)	$10	$10	$10	$10	$10	$10	$10	$10
Co-pay for Generic Equivalent	$5	$5	$5	$5	$5	$5	$5	$5
SUPPLEMENTAL ACCIDENT BENEFIT*								
Maximum Benefit per Accident	$160	$160	$300	$300	$380	$380	$480	$480
Plus $10 Additional	to	to	to	to	to	to	to	to
For each hour above the minimum in class.	$300	$300	$360	$360	$470	$470	$550	$550
MENTAL, NERVOUS, ALCOHOL & DRUG ABUSE	Treated as any other condition requiring treatment. 7 Days Calendar Year Maximum.							
OUTPATIENT SURGICAL BENEFITS	See "Outpatient Surgery" section of Summary Plan Description.							
MATERNITY	Treated as any other condition requiring treatment for Female Employees and Dependent Wives							
WAITING PERIOD/ COVERAGE TERMINATION								
Waiting Period	First of the Month Following Two Months of Continuous Employment on a Fringe Contract							
Coverage Termination	Determined by Date of Termination							

BENEFITS HAVE NO LIFETIME MAXIMUM UNLESS OTHERWISE NOTED.

* NO DEDUCTIBLE OR CO-PAYMENT REQUIRED.

** AFTER PLAN PAYS MAXIMUM, PARTICIPANT CONTINUES TO RECEIVE DISCOUNT PRICING ON PRESCRIPTION DRUGS.

LIFE INSURANCE BENEFITS ARE FULLY INSURED BY RELIANCE STANDARD LIFE INSURANCE COMPANY.

(C) FCE Benefit Administrators, Inc.

6.3.3.6 *Quality Assurance/Quality Control Programs*

The following policies ensure that all services required under a contract are provided at a satisfactory level of performance:

- In addition to random and regularly scheduled inspections by our on-site Lead Cleaner, our corporate Quality Control Monitor will conduct a formal inspection of the entire custodial staff (Monthly) to ensure that services are being performed completely, correctly and consistently. The P.A. representative is invited to participate for the purpose of reviewing service standards and for providing fresh direction. Copies of findings are forwarded to our corporate office, with copies available for P.A. review upon request
- Checklists for each area are prepared by our Lead Cleaner and used during all regularly scheduled inspections
- Formal inspections are conducted by the Lead Cleaner to ensure that all cleaning tasks are being performed completely, correctly and consistently
- All inspections are documented and charted to ensure that work is being accomplished at a consistently high level
- A minimum of 20% of the inspections will be "unscheduled", i.e., without notice
- The Lead Cleaner will conduct quality meetings on a regular basis, but not less than weekly, to review and discuss the results of performance, inspections, corrective action requests, schedules and assignments for the preceding period; goals, strategies and objectives for the upcoming period; and potential problems and/or obstacles which may affect the achievement of higher standards, or which may potentially contribute to diminishing quality
- During these meetings, upcoming schedules will be reviewed and compared to preceding schedules to ensure that all previously scheduled services are complete or have been properly re-scheduled; and to plan, coordinate, and schedule actions necessary to prevent diminishing quality levels
- Files are maintained at the project manager level of all inspections conducted and the corrective actions taken
- Reports of inspections and corrective actions are forwarded to our corporate offices in a monthly Quality Control Report

The above Quality Control procedures apply to the full range of functions and activities within the scope of work and are designed to provide an accurate measure of performance. Detailed records and reports, including all inspections, deficiencies noted and corrective action taken provide the basis for our management report which our Lead Cleaner submit to the corporate office each month.

Quality Control Procedures

Key to the on-going success of our Quality Control Program are the following procedures:

- Quality Control Inspection Checklists: Used to conduct inspections that will include equipment checks, uniform and appearance checks, attendance and sign in/out checks, cleaning services checks, certification and ID-card checks and overall cleaning performance checks
- Quality Control Inspection Schedules: To be formulated at the start of each contract year and updated monthly throughout the life of the contract

- Quality Control Inspection Reports: Specifies the date, time, location, appearance, uniform, equipment, performance and compliance with specific cleaning orders and checklists. The reports will be filed in the Lead Cleaners' office in sequence by inspection date for all inspections made during the entire contract period.
- Correcting Deficiencies: Deficiencies noted during a Quality Control inspection are corrected immediately and then re-inspected to ensure proper corrective action has been taken
- Performing Random Inspections: Conducted at each location by the Lead Cleaners at least once every two weeks using QC Checklists. Follow-up inspections are conducted as necessary.

Inspection Plan Policies and Procedures

The Inspection Plan that follows is typical of the protocol Cristi Cleaning establishes, implements, monitors and maintains to ensure the timeliness and effectiveness of inspections provided to our clients. During phase-in, our Quality Control Manager will meet with P.A. representatives to ensure that the final inspection plan we submit for approval meets or exceeds all program requirements for quality, timeliness, and safety.

Scheduled Inspections

The Lead Cleaner will accomplish scheduled inspections of each location. Additionally, our Lead Cleaner will schedule formal inspections of all posts and functions at least once each week. The designated P.A. representative will be invited to participate in these quarterly inspections.

Unscheduled Inspections

Unscheduled (random) inspections provide an additional level of quality assurance. This takes the guesswork out of "inspection time" and serves as a yardstick to evaluate the effectiveness of periodic inspections. Our Quality Control Manager will conduct random inspections. Unscheduled inspections may also result from requests by a designated client representative to evaluate a specific incident or activity.

Inspection Frequencies

A fully integrated inspection program must not only identify the types of inspections to be used and the operational areas to be inspected, but must also set forth the frequencies at which each organizational element will be inspected. Cristi Cleaning Lead Cleaner will inspect each location on a daily basis.

Early Identification of Deficiencies

The general purpose of inspections is to maintain a high level of quality. Minor infractions and discrepancies in performance will be immediately brought to the attention of the individual. The Lead Cleaner will provide counseling and prescribe a course of corrective action to raise the performance of the individual to an acceptable level.

Our inspection program is designed to detect minor flaws and deficiencies before they become full-scale defects. This is accomplished through the continuous monitoring and inspection of personnel performance. In addition, we often require Lead Cleaner personnel to co-man positions with assigned personnel during peak hours for the express purpose of identifying potential problem areas. This practice gives Lead Cleaner personnel first-hand knowledge of the problems

their subordinates are experiencing and allows for preemptory management action to prevent deficient performance.
All personnel conducting inspections of operations use a Quality Control Checklist for documenting deficiencies. During phase-in, our Lead Cleaner will customize QC Checklists to the unique requirements of the various posts and/or locations and will submit them to the designated client representative for their input and approval.

Deficiency Reports
If immediate action cannot be taken to correct an identified deficiency, the inspector prepares a Deficiency Report and forwards it immediately to our Corporate Quality Control Monitor, who determines and initiates the appropriate corrective action. The status of the corrective action is monitored until the deficiency is corrected to the satisfaction of our Corporate Quality Control Monitor. Reports are maintained by our Corporate Quality Control Monitor and filed in a suspense file or completed action file in the corporate office. All Quality Control files are available for review by the appropriate client representative(s). Each month our Lead Cleaner will provide the Corporate Quality Control Monitor with inspection results and corrective actions taken for all deficiencies noted during the previous month in a "Lead Cleaner's Monthly Quality Control Report." The original is filed in the QA folder with a copy forwarded to our corporate office. Follow-up action on deficiencies not readily correctable at time of discovery is the responsibility of our Lead Cleaner.

Documentation Procedures
Cristi Cleaning maintains careful records of each Quality Control report, its results and any recommended corrective action. We use these records as part of the regular review process, looking for trends in deficiencies or weakness. This information is used to implement policy changes and changes in training where appropriate. These changes might be in standing operating procedures, equipment, personnel, personnel duties, or even management.
All inspections will be documented and the Lead Cleaner will provide inspection reports within 24 hours of inspection for inclusion in summary reports to the Corporate Quality Control Monitor. The report to the Corporate Quality Control Monitor will include the following information:

- Inspecting Official
- Time/Date of Inspection
- Names of workforce members inspected
- Results of each inspection

To support the workforce quality assurance and inspection program, our company President will designate a senior corporate individual to conduct annual audits of each location to survey the quality of security services being provided and to determine areas where improvements can be made. Such audits will review the following factors:

- Abnormal trends or deficiencies which might have developed
- Conformance to contractual obligations
- General performance levels
- Adequacy of Cristi Cleaning systems and procedures
- Major problems encountered and progress in resolving these problems
- Major unresolved problems
- Recommended corrective actions not yet implemented

Customer Relations Plan

Cristi Cleaning believes firmly in the business philosophy "the customer always comes first." We stand ready to respond to customer needs at any time. Our Lead Cleaner's telephone number will be displayed prominently throughout the common areas of the various locations such that customers wishing to lodge complaints for any reason may simply pick-up the nearest telephone and call. Our Administrative Assistants are trained to log all such complaints on a Daily Call Log and forward it to the Lead Cleaner immediately. As a condition of continuing employment, workforce personnel are required to maintain the highest degree of civility and cooperation with all occupant agencies and client personnel. Cristi Cleaning reinforces its commitment to quality service and performance by using an aggressive Customer Satisfaction Feedback Program. The program focuses on prompt response to customer requests and it is fully explained to client representatives at an informational meeting during the phase-in period of our contracts.

Also, periodic briefings and annual updates will be given, outlining the particulars of the program. Receiving, evaluating, and responding effectively to customer complaints and special requests is a strong indicator of the effectiveness of our Quality Control Plan. Each situation will be investigated and corrective action initiated as required. Our quality control program ensures our clients that we monitor our personnel and take swift actions to correct any deficiencies before they become major and affect our clients' operations. We are a well-established firm and one of the bases for our success has been the quality of services we provide and we intend to maintain the level of services for each and every client we serve.

6.3.3.7 *Payroll Processing*

The Lead Cleaner, who submits time records to our Payroll Department on a weekly basis, prepares information relating to payroll. All payroll records will be made available to the Port Authority if required to assure compliance with the contract.

A time sheet located in the facility management office and at the P.A. facility will be used to keep an accurate accounting of actual arrival and departure times of all non-Lead Cleaner personnel to determine punctuality. Time sheets will be checked to monitor attendance and to keep track of any overtime hours being expended. Frequent tardiness will not be accepted and individuals abusing work-reporting requirements will be counseled whenever a tardiness or early departure pattern begins to appear.

6.3.3.8 *Recruitment Procedures*

Cristi Cleaning intends to offer the first right of refusal to all incumbent employees and those that are acceptable to the Port Authority and our company will be offered continued employment. For positions not being filled by incumbent employees, our Lead Cleaner, in conjunction with our Human Resources Department will initiate an intensive recruiting effort throughout the local area. This will consist of newspaper ads, contacting the local employment agency, Internet advertisements, local job fairs, unemployment offices and State agencies that assist people in finding jobs. Once these avenues have been touched, a database of potential, qualified employees will be created and maintained by our Lead Cleaner. Potential employees will be required to pass an interview phase, a background check, drug testing and any Port Authority required testing prior to being offered a job on this contract. Once an employee has passed these preliminary steps, he or she will undergo a second, more in-depth interview by our

Lead Cleaner to ascertain whether he or she is right for the job. Employees passing this phase will be offered employment with Cristi Cleaning on this contract. The database will be maintained and constantly updated throughout the life of the contract to maintain a ready reserve of potential employees in case of extra requirements, emergency needs, or to replace employees who wish to terminate their employment with our company.

6.3.3.9 *Staffing Retention Plan*

Cristi Cleaning's staff turnover on contracts of this magnitude is virtually non-existent. We are offering a decent wage, fair benefits, job security, bonus, incentive and award programs based on performance, and the most important and effective training in the industry will be provided to all employees; all these factors will attract and retain the most qualified and experienced personnel.

6.3.3.10 *Disciplinary Procedures*

Quality control and assurance is only as successful as the methods of correcting noted deficiencies or violations. Within Cristi Cleaning's Quality Assurance and Inspection Program, corrective actions have three basic forms:

- Counseling
- Refresher Training and Recertification/Reassignment
- Dismissal

To be effective, corrective actions must be initiated as soon as possible after the infraction or deficiency is detected. In no case will more than 24 hours pass before action is initiated or will more than one calendar month pass before corrective actions are completed. Corrective actions will be initiated as defined below.

- Verbal counseling will be completed within the shift (or tour) of duty for minor infractions
- Written counseling will be completed within one week of occurrence
- Refresher training will be developed and presented within one month of noted deficiency
- Recertification/reassignment will be accomplished dependent on the individual circumstance and any additional training required prior to reassignment
- Dismissal actions will be in accordance with established personnel policies and procedures

Counseling, either verbally or in writing, is the preferred method for correcting minor infractions and deviations from established procedures. The Lead Cleaner will identify to the individual:

- The nature of the infraction
- The correct procedure for corrective action

During counseling, the individual will be informed that future violations may result in more severe action. Cristi Cleaning's counselor will solicit acceptance and compliance with the results of the counseling session by securing the individual's signature. Should inspections reveal a trend of infractions that are not unique to one person, refresher training for multiple personnel or even the entire workforce may be required. Such refresher training will be case-specific in

design. Its intent will be to instill in the workforce, or selected personnel, the proper and accepted method of compliance required by program mandates. All affected workforce members will be required to attend and complete the additional training.

Except in cases of severe infraction, Cristi Cleaning's policy stipulates that corrective action in the form of employee retraining, recertification, or reassignment must precede dismissal. Our Lead Cleaner ensure that all written counseling and refresher training is accomplished and documented.

6.3.4 *Company Technical Expertise and Past Experience* (8.F.3.d)

Cristi Cleaning Service was formed in 1980 with a primary focus in the housekeeping business, with emphasis on cleaning commercial office buildings, schools, government installations, hospitals and medical facilities. The primary objective of our company is to develop and maintain an outstanding professional organization in an environment that allows individuals to benefit and grow professionally.

Cristi Cleaning Service's maintains an ongoing educational program with recognized organizations in the housekeeping industry. We do have a continuous training program for all personnel, introducing new technological advances in cleaning methods, quality control and safety programs.

Cristi Cleaning has implemented to support Green and Environmental practices to some of our costumers.

Our biggest improvements have been made with regards to restrooms automation and the products used.

1- Through the use of controlled hands free towel dispensers, we have improved roll towel quality while reducing consumption.
2- Touchless hand soap dispensers allow for sanitary dispensing, reservoir storage and regulated consumption.
3- Battery free, non-atomizing air deodorant technology provides pleasant scented restroom that has reduced container waste by 50%. This also lowers waste of discarding batteries, which may not be recycled properly.

We are currently implementing a new Green Cleaning chemical program, which includes Green Seal certified chemicals. The goal is to replace standards chemicals with products that lessen their environmental impact without sacrificing performance.

Finally, as new technologies develop and operational procedures refine in our field, we will provide the training necessary to our personnel to ensure maintaining proficiency in their respective disciplines, further enhancing the quality of service and improving the appearance of the facility even further.

6.4 Staffing Management (8.F.4) (5.D)

This section of our proposal discusses our proposed staffing management for this effort. We describe how we will ensure there is no diminuation in wages for any current employee; our wage, health and supplemental benefits plan; our current employee retention plan; how we determined compensation for wages and benefits and how we will adjust them throughout the life of the contract; and our training, health benefits and workplace safety programs for this effort. Once again, we believe this information will show that we understand this project and will be able to acquire and maintain a stable, productive workforce.

6.4.1 *Plan to Ensure no Diminuation in Wages* (8.F.4.a)

If Cristi Cleaning is awarded with the contract under no circumstances the current employees will suffer any diminution in wage rate and benefits.

6.4.2 *Wage, Health and Supplemental Benefits Plan* (8.F.4.b)

It has always been the philosophy of Cristi Cleaning to look for better ways of rewarding our work force in a competitive industry where salaries and benefits are not always the best available. Cristi Cleaning understands very strongly the desire of the Port Authority to help small businesses grow and give the opportunity to offer better wages to our employees. We do not possibly contemplate not providing our personnel with the wages and benefits they are entitled to. Our wage and benefit plan is overseen by the company President, Vice President and Office Administrator. Wages and benefits are reviewed on a weekly basis, with records available for customer review upon request to ensure compliance with prevailing wage and benefit rates. Since we have started performing services for the Port Authority, our compliance record in this function is impeccable and we are very proud of it.

To ensure continuity of staff and to preclude large personnel turnover, Cristi Cleaning will provide a comprehensive wage and benefit plan for employees assigned to this contract. This will include not only mandated wages insurance taxes required by law, but also includes vacation, holidays, sick days and a medical plan which is available for both full and part-time employees.

In addition to the items discussed (wages and supplemental benefits), we also provide our personnel with an incentive plan. The elements of a successful incentive plan include careful planning, consistent execution and regular review. Goals should be realistic and well defined. We are going to need a program, which will be specific and achievable. One of the major goals of this program for the Port Authority will be focused on customer courtesy and responsiveness. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:

- Attendance
- Punctuality
- Neatness
- Quality
- Productivity
- Safety

- Teamwork
- Training participation

Awards and bonuses for superior customer service may be presented to:

- Employee of the month
- Crew of the month
- Employee of the year

This award, bonus and recognition program allows us to reward employees who represent not only Cristi Cleaning, but also the Port Authority in the best possible light to the employees and visitors who will pass through the NEW JERSEY MARINE TERMINALS.

6.4.2.1 *Self-Assessment Plan*

On a monthly basis, we will produce the required wage and benefit statement (see attached). The statement and supporting documentation will ensure compliance with the wage and health supplemental benefits as per the contract. Should we, for any reason, be found delinquent and/or responsible for having underpaid any employee as pertains to wages, benefits, pension plans, or other employee incentive programs, we would immediately increase each affected employee's salary a pro-rated amount in order to cover the deficiency. This would be in addition to any increase(s) mandated by law and would continue until each affected employees has received the full benefits due to him or her. Ours is a company with highly dedicated employees and we take great care to ensure that all pay and benefits are at or above those mandated by relevant laws and regulations.

6.4.2.2 *Reacting to Underpayments Detected and Ensuring Compliance with Wages, Health and Supplemental Benefits*

We firmly believe that there will be no underpayments detected during our performance due to the fact that our payroll system and procedures to check wages, taxes, benefits, etc. have built-in checks and balances to ensure compliance with all contract requirements. Should, however, an underpayment of any kind be noticed, we will research the problem and take action immediately to rectify the situation.

6.4.3 *Current Employee Retention Plan* (8.F.4.c)

As stated in section 6.2.3 of our proposal, it is our intention to offer the first right of refusal to any incumbent custodial personnel to include Lead Cleaners and managers. Should these individuals be acceptable to the Port Authority and meet our company standards, they will be offered the opportunity to continue on this contract working for Cristi Cleaning. Upon acceptance by our company and the Port Authority, these incumbent employees will be eligible for the full wage and benefits program we offer all of our employees.

6.4.4 *Compensation for Wages and Benefits and Adjusting Wages and Benefits* (8.F.4.d)

Cristi Cleaning Service has figured wages and benefits based on the Minimum Hourly Wages required by this solicitation along with information received under Addendums #1 & #2. We also figured wage increasing of 3% for the second year and another 3% increase for the third year of the Contract.

Cristi Cleaning Service Corp
Sample
Wage and Benefit Statement

January 1st 2009 to January 31st 2009

	Regular Workers	Lead Worker
Wages		
Straight-Time Wages	$0.00	$0.00
Supplemental Benefits		
Sick,Vacation and Holiday	0.00	0.00
Health/Welfare	0.00	0.00
Union Dues	0.00	0.00
Wages & Supplemental Benefits Combined	$1.00	$1.00
Hours	0.00	0.00
Calculated Average Hourly Wages & Supplemental Benefits	1.00	1.00
Contract Requirements	14.67	20.87
Differential	($13.67)	($19.87)
	$0.00	$0.00

6.4.5 *Vacation, Sick and Holiday Allowance* (8.F.4.e)

All Cristi Cleaning Service employees working at the NEW JERSEY MARINE TERMINALS will receive the following:

Vacation Allowance	10 Days
Sick Time Allowance	5 Days
Holidays Allowance	11 Days

6.4.6 *Training, Health Benefits and Workplace Safety Programs* (8.F.4.f)

We have described our training and health benefits programs in previous sections of our proposal; therefore, we will not describe those here. Our workplace safety program to be put in place for this contract will be taken from our OSHA Safety Training program and will be put in place as shown below.

Workplace Safety Program

Cristi Cleaning's employee safety training is implemented to provide an effective safety program throughout our organization. We believe that establishment and maintenance of a safe environment is a shared responsibility between the company and its employees at all levels of the organization. To this end, we make every reasonable effort to achieve the goals of accident prevention and health preservation. Our safety program has been established to accomplish the following objectives:

- Protect and promote the health and safety of employees, customers and others who may be affected by the company's business activities
- Comply with all pertinent health and safety regulatory obligations
- Ensure that safety, health, environmental and loss control programs are given the proper priority and attention and are achieving the required results
- Coordinate safety, health, environmental and loss-control activities while maintaining consistency in procedures at the required level of performance

We believe that the success of our company depends not only on sales and service, but also how safely each job is performed. There is no job so important, nor any service so urgent, that employees cannot take the time to work safely. We consider the safety of our personnel to be of prime importance and expect their full cooperation in making our safety program effective. The goals of our safety program are as follows:

- Minimize health and safety risks by providing safe and healthful work environments, preventing unsafe acts and controlling exposure to health and safety hazards in the workplace
- Provide and ensure appropriate health and safety programs exist and are in place
- Control health hazards in the workplace and ensure employees are informed of possible and/or real hazards and how to protect themselves from overexposure
- Communicate to employees all mandated medical findings and advise appropriate actions to be taken
- Maintain medical records in a confidential manner

- Ensure all managers and employees have received orientation, instruction and training in health, safety and environmental protection matters
- Require that all health, safety, environmental and loss-control practices, standards, laws and regulations be observed relating to people, facilities, materials, processes, wastes and the environment

In order to achieve the above-mentioned goals, we have in place a comprehensive training program, which every employee must undergo, regardless of position within the company. This program consists of initial training, as well as ongoing training, which are presented to our employees on a regular basis, with attendance being mandatory and training records maintained in each employee's personnel file. Overall responsibility for our training program resides with the company president, with other responsibilities throughout the company as outlined below.

Company Management

- Under direction of the company president, review and approve safety programs designed to meet company goals
- Implementation of the safety program through motivation, training, counseling and enforcement
- Responsible for initiating compliance for all safety program elements applicable to his/her area
- Identify hazards through safety inspections and develop proper countermeasures
- Responsible for training subordinates in accident prevention and safe work habits
- Responsible for timely accident investigation and reporting, including paperwork and countermeasures
- Responsible to ensure all powered equipment complies with all appropriate safety regulations and is lock out/tagged out of service including a work order for repairs and expected date of completion

Employees

- Responsible to learn and comply with all safety and health rules and regulations applicable to their work. It is further their responsibility to support the company in providing a safe place to work and to protect themselves and coworkers against injuries or illnesses.
- Employees will report all safety and health hazards to Lead Cleaner and will take all actions necessary to establish temporary control of the hazard until permanent control can be established
- Employees will immediately report all accidents and/or incidents occurring on the job to their Lead Cleaner, including industrial injury accidents
- Employees will cooperate in the elimination of fraudulent and exaggerated reports of accidents by reporting such knowledge
- Employees will utilize all personal protective equipment provided
- Employees will practice sanitary health habits

The initial part of our training is an employee orientation, wherein the employee is made aware of basic procedures/policies such as: Required personal protective equipment and where and

when it is to be used; general hazards and hazards specific to the job assigned; safety rules and regulations; hazard communication program; injury prevention program; safety incentive program; and the company substance abuse policy. These basic subjects are taught to all new hires and a record maintained of the orientation in the employee's personnel file for the duration of their employment. We have included a sample of the checklist we use for this orientation, showing the above subjects and others with which all employees are familiarized.

Orientation Checklist	
Employee:	**Department:**
Date Hired:	**Lead Cleaner:**

1.Company safety policy statement and copy of rules provided and explained ☐
2.Reviewed injury reporting procedures ☐
3.Reviewed personal protective equipment and use ☐
4.Reviewed lockout/tagout procedures ☐
5.Reviewed safe lifting techniques ☐
6.Reviewed housekeeping procedures ☐
8.Reviewed location of First Aid kits ☐
8.Forklift operator training required? ☐
9.Reviewed hazard communication program ☐
10.Reviewed workplace hazards ☐
11.Reviewed specific job hazards ☐
12.Reviewed disciplinary program ☐
13.Reviewed safety incentive program ☐
14.Reviewed evacuation procedures and duties ☐
15.Injury prevention program ☐
16.Confined space entry program ☐
18.Substance abuse policy ☐
18.Other (specify) ☐

I acknowledge that the information contained above was presented to me during my orientation.

Employee Signature: *Date:*

I have instructed the above named employee in the fundamentals of safety practices.

Manager's Signature: *Date:*

President's Signature: *Date:*

Our training plan for this Project will be initiated by our Corporate Office. This training will be mandatory for all assigned personnel, with records kept of all training and available to the Port Authority for review. As part of the phase-in to this contract, the Lead Cleaner and Corporate Representative will do a site walk-through with a designated P.A. representative, at which time site specific training requirements will be discussed so they may be added to our personnel

training program. All training will be scheduled for multiple times so that individuals working different shifts have the opportunity to attend required training sessions. A schedule of training with dates, times, locations and other pertinent information will be posted in an area accessible to our employees, with each employee required to initial the schedule to show that he/she is aware of the training and will attend as needed. A copy of the training schedule will be made available to the P.A. Facility Manager upon request.

After the basic orientation mentioned above, we will have Lead Cleaner/management personnel prepare and present training classes to all employees, which are specific to the location in which they will be working. We maintain records of this training showing the date, location, time, list of topics covered, instructor and names of persons attending the training. These records are maintained in company files, reviewed periodically and updated as needed. The materials we present in training classes to our personnel are derived from a number of sources including:

- National Safety Council
- American National Standards Institute
- American Society of Safety Engineers
- National Fire Protection Association
- Building Service Contractors Association International

Below we have listed the subjects, which all employees will be taught prior to performing any services on this contract.

- Specific job hazards
- Accident prevention program
- Emergency action plan
- Fire prevention
- Personal protective devices
- Medical services and first aid
- Use of hand tools
- Power operated tools and equipment
- Respiratory protection program
- Hearing conservation
- Hazard communication
- Emergency response
- Manual handling of material
- Lockout/tagout procedures

All training provided to our personnel will be in accordance with mandatory training required by the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA). Refresh training will be conducted on an annual basis to keep all employees up-to-date with Federal requirements. We will also train our personnel in fire prevention, custodial work safety requirements and all other regulations specific to the NEW JERSEY MARINE TERMINALS
Again, a record will be maintained of this training and be kept in the Lead Cleaners' office. All training related records will be readily available for review by the Port Authority upon request. Additionally, we will institute employee health and safety rules, which will be enforced by our assigned management personnel. All persons assigned to this contract, including management,

will abide by the safety, health and environmental rules we will establish. Management personnel will fairly and consistently enforce and follow these rules. Employees will be required to report any infraction of these rules to their immediate Lead Cleaner for action.

6.5 Identity Check/Background Screening Plan (8.F.5) (5.E)

Cristi Cleaning is aware of the importance of security at P.A. facilities. Our Lead Cleaner and headquarters key personnel performing services at the P.A. Facilities must complete a background check. All background checks on employees will go back ten years at a minimum. Background checks will be done by a third party used by Cristi Cleaning to all our locations. Our Human Resources Department is charged with the responsibility of contacting former employees and other references prior to hire. We expect to receive reports on the background checks no more than two weeks after submitting the information.

6.6 Additional Information (8.F.7)

Please find attached our Financial Statement along with all banking information for your review. See Section 5.0 page 5.

7.0 Acknowledgement of Addenda (8.G)

Cristi Cleaning hereby acknowledges receipt of Addenda 1, to this solicitation. We have included initialed copies of this addendum immediately following this page of our proposal.

THE PORT AUTHORITY OF NY & NJ

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

Date 10/14/08

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 16608 for General Cleaning at the New Jersey Marine Terminals

☒ Due back on October 20, 2008, no later than 2:00 PM

☐ Originally due on , no later than

The following changes are hereby made in the documents:

A. **Page 49, Section S8., Uniforms and Employee Appearance, paragraph (a), delete this paragraph in its entirety and replace with:**
"The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Lead Cleaner or Cleaners. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. The basic uniform will also include foul weather and winter gear."

B. **Page 54, Section S 15., Jersey City Auto Marine Terminal, Duties, paragraph 1., Add the following sentence to the beginning of this paragraph: "This work shall be performed on Mondays and Thursdays or on other days at the discretion of the Manager."**

For Informational Purposes Only

1) **Current payroll records of the employees currently assigned to this contract are attached.**

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.

PS11All

There is no guarantee that these wages will be the same at the commencement of the new contract.

If the Port Authority accepts your proposal, you would be required to pay any employee hired by you at least the same hourly wage rates he/she was paid by the prior Contractor even if those rates are higher than the rates on the attached active employee list.

2) **The Calculation of the Hourly Rate Form should be based on an employee working 2,080 hours a year.**

3) **Sign-in sheet from the pre-proposal meeting/site inspection held on October 8, 2008 is attached.**

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

Question # 1

Is *Attachment C – Is the Proposer Reference Form* mandatory or can we use our own format? If mandatory in which section should we include the form? Should it be used for section a. or section e. of Technical Experience?

Answer:

You may use your own format for presenting your references. This documentation is used in the evaluation of your technical experience and can be included in with the submittals for paragraph a.

Question # 2

According to the required minimum staffing the RFP document shows:
(1) lead cleaner
(4) cleaners
(1) lead project person
(2) project cleaners
What is the total weekly hours of the current payroll?

Answer:

Refer to payroll records attached.

Question # 3

Does the old price include 3 project cleaners?

Answer:

Yes

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Cristh Cleaning Service

INITIALED: RL.

DATE: 10/20/2008

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PS11All

THE PORT AUTHORITY OF NY & NJ

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

Date 10/15/08

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 16608 for General Cleaning at the New Jersey Marine Terminals

☒ Due back on October 20, 2008, no later than 2:00 PM

☐ Originally due on , no later than

The following changes are hereby made in the documents:

QUESTIONS & ANSWERS
The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

Question # 1
The cleaners current rate is higher then the Minimum hourly rate. Does the no lowering of standards clause apply to this contract?
Answer:
Yes. Refer to page 17 of the RFP document, Section 4, Staffing Management. The employee should not suffer a diminution in wage rate. A current payroll record was attached to Addendum # 1 which includes all hourly wage rates.

Question # 2
You're requesting two pickup trucks. We suggest one to be a van since there is a lot of trash to move and it would blow out of the pick up truck.
Answer:
The Port Authority's specifications will stand as is. A tarp may be used to control the trash from blowing out of the truck.

PS11All

Question # 3
Minimum staffing levels: regarding periodic staffing are they to be on-site only during periodic work when scheduled or daily?
Answer:
Periodic staff is only on site when periodic work is performed.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: Cristi Cleaning Service

INITIALED: RL.

DATE: 10/20/2008

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PS11All

8.0 Acceptance of Standard Contract Terms and Conditions (8.H)

Cristi Cleaning has carefully reviewed Attachment B, Standard Contract Terms and Conditions governing the contract and is in full agreement with all. We take no exception to the stated Standard Contract Terms and Conditions.

Attachment -G Certified Environmentally Preferable Products / Practices

Bidder/Proposer Company Name: Crist Cleaning Date: 10-20-08

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders/Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible.

Bidders/Proposers **must** complete this form and submit it with their response, if appropriate.

Bidders/Proposers **must** submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

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

#1A X Use of corrugated materials that exceed the required minimum of 35% post-consumer recycled content

#1B X Use of other packaging materials that contain recycled content and are recyclable in most local programs

#1B X Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return

#1C X Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

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

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

2. Business Practices / Operations / Manufacturing

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

___ Recycles materials in the warehouse or other operations

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

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

#2A X Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials

___ Other sustainable initiative

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

3. Training and Education

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

#3A #3AB #3AC ☒ Yes ☐ No If yes, Bidder/Proposer must attach a description of the training offered and the specific criteria targeted by the training.

4. Certification:

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

#3A X ISO 14000 or adopted some other equivalent environmental management system

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

#3A X Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

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

5. Other Environmental Criteria

Bidders/Proposers are encouraged to respond to criteria specifically indicated in this Bid/RFP as "desirable environmental criteria" (and attach the appropriate documentation) to receive consideration in the evaluation.

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

Alex Lucero Name 10-20-08 Date

#1A

Green Bay Packaging Inc.

• CORPORATE OFFICE
P.O. BOX 19017
GREEN BAY, WISCONSIN 54307-9017
(920) 433-5111

October 16, 2008

Ms. Dorothy Clarke
Betco Corporation, LTD
P.O. Box 3127
1001 Brown Avenue
Toledo, OH 43607

Ms. Clarke:

This correspondence is in response to your request concerning certification for products supplied by Green Bay Packaging Inc., as outlined below:

RECYCLED CONTENTS - Green Bay Packaging, Inc. operates two containerboard mills and purchases and/or trades with other containerboard manufacturers to supply our corrugated box factories. Individual mills vary from zero to 100% in their recycled content. The mixture of containerboard, its individual recycled content, and the recycled content of a given order of boxes varies over time within each box factory. On balance, over our entire group of box plants, the average annual consumption of recycled fiber is about 69% of our total fiber consumption. The 69% average recycled content is approximately 57% post-consumer. Therefore, the total average distribution of fiber content is as follows:

Virgin	31%	
Recycled	69%	(Post-Consumer 57%)

These certifications remain in effect for three years from the date of this letter. If you have any questions regarding this correspondence, please do not hesitate to contact either Lisa Bauer, at (920) 433-5136 or email address of lbauer@gbp.com or Mike Scanlan at (920) 433-5222 or email mscanlan@gbp.com.

Respectfully,
GREEN BAY PACKAGING INC.

M. A. Scanlan

Mike Scanlan
Corporate Technical Director

LM Bauer

Lisa M. Bauer
Corporate Environmental Director

c: A. Wodrich/K. Kovaleski/D. DeMoss

#1B

ResponsibleSolutions™/MC

A policy of delivering ResponsibleSolutions™/MC

JohnsonDiversey's responsibility to environmental, health, safety and product excellence requires specific standards.

Click here to learn more about Harvard University's journey to green cleaning with JohnsonDiversey (reprinted with permission from May 2006 -*Executive Housekeeping Today*.)

Healthy High Performance Cleaning
Healthy High Performance Cleaning (HHPC) provides the pathway and best practices to clean and maintain sustainable buildings. It goes beyond traditional cleaning for appearance sake only and provides sound strategy, practices and guidelines to clean for health, safety and environment. HHPC incorporates leading third-party environmental certification guidelines and was developed in consultation with The Ashkin Group and Green Seal. HHPC provides you tips, strategies, and guidelines that emphasize health, safety, and environmental concerns. It also provides purchasing guidelines for products and on-the job training tools.

Click here for more information about Healthy High Performance Cleaning.

We commit to:

- Develop innovative products, solutions and processes that improve our environmental impact and distribute them to our company, customers, communities and suppliers.
- Target zero environmental, health and safety incidents related to our operations, products and services.
- Meet all applicable regulatory requirements or exceed them where worldwide company standards are higher.
- Apply resources effectively and efficiently.
- Improve all we do by continually assessing the environmental, health and safety effects, setting targets, embracing best practices and reporting our results.
- Partner with customers, stakeholders and community groups to promote environmental, health, safety and product excellence.
- Advocate for more challenging performance requirements for our industry.
- Communicate our policy to employees, explain their accountabilities and provide them with the tools they need to achieve company objectives.

Click below to learn more about the various components of the program

Responsible Product Development

Responsible Cleaning

Responsible Stewardship

Responsible Product Development

Environmentally-friendly products earn the Green Seal

Several of our products have earned the Green Seal logo, awarded to products that have a minimal impact on building occupants and the outdoor environment while still delivering high performance.

Green Seal certification is one of a number of programs that provide responsible solutions to our customers.

To earn certification from Washington, D.C.-based Green Seal, for general purpose cleaners under the Green Seal GS-37 standard, our products and their manufacturing practices must meet the organization's standards and demonstrate performance through rigorous evaluation and testing.

Green Seal conducts an evaluation of selected products noting the major environmental impacts in each life-cycle stage including resource extraction, production, distribution, use and eventual disposal or recycling.

The evaluation considers energy, resource use and emissions to air, water and land as well as other environmental and health impacts.

Green Seal Products

Under the JohnsonDiversey, Inc. Johnson Wax Professional brand, the following products currently bear the Green Seal:

Stride™/℠ Citrus Neutral Cleaner
Stride™/℠ Floral Neutral Cleaner
Glance™/℠ Non-Ammoniated Glass Cleaner
Crew™/℠ Bathroom Cleaner and Scale Remover
General Purpose Cleaner

Under the JohnsonDiversey, Inc. Butcher's brand, the following products have earned the same honor:

G-Force™/℠ All-Purpose and Glass Cleaner
G-Force™/℠ Washroom Cleaner

Responsible Cleaning

Emerging from our own experience while working through LEED-EB certification at our World HQ facilities in Sturtevant, Wisconsin, was the development of a comprehensive approach to facility hygiene and care called Healthy High Performance Cleaning (HHPC). First and foremost, HHPC focuses on the health of building occupants and the cleaning staff as well as the reduced impact the products and procedures have on the environment, both indoors

and outdoors.

HHPC starts with quality environmentally preferable chemicals. It goes well beyond chemicals, however, and provides environmentally preferable cleaning strategies, procedures, training, and purchasing guidelines for consumables, tools and equipment. For those who work in organizations that place high strategic value on the ongoing sustainable operations of your buildings, HHPC can help earn up to 14 points under the LEED™ for Existing Buildings (LEED-EB) green building rating system.

Responsible Stewardship

Stewards of the Earth long before it was fashionable

A letter from S. Curtis Johnson, Chairman
I come from a family with a long legacy of environmental leadership.

My grandfather was a respected conservationist and my father was a founding member of the World Business Council for Sustainable Development.

I am personally committed to ensuring that everything we do today honors that legacy. Which is why I am so proud to serve on the board of directors for the World Wildlife Fund, supporting the preservation of the world's most sensitive ecosystems.

Our family companies have been taking this approach well before anyone used the term "green." This history makes our current commitments all the more meaningful.

As our world grows ever more interconnected, as populations increase and the stress on our planet's ecosystems grows, so does the need to continuously reduce our impact on the environment.

JohnsonDiversey will continue to advance its environmental performance by improving our products, by helping our customers improve their environmental profile, and by actively engaging in the global environmental dialogue.

We will lead with other forward-thinking companies and organizations to seek human progress while

sustaining the natural balance and beauty of our planet.

This is the right course to take. It has been our path for five generations and is the only one that will leave a legacy for future generations.

S. Curtis Johnson
Chairman, JohnsonDiversey
Member of the Board of Directors
World Wildlife Fund

Responsible Manufacturing

In all the countries where we operate, we continuously work to improve our environmental performance. At all our facilities worldwide we measure five key criteria on a quarterly basis: water use, energy use, hazardous waste, non-hazardous waste, and waste water.

We set annual targets that push us to use less and to waste less. Our efforts have been extremely successful, with some sites actually approaching an aggregate level of zero waste per production ton.

Our record of environmental accomplishment has been internationally recognized. Various facilities have earned achievements that include:

- Pennsylvania Governor's Environmental Award
- Admission to EPA Performance Track Program
- ISO 9002 Certification in North America
- ISO 14000 Environmental Management Certification in Europe
- ISO 14000 Environmental Management Certification in Japan

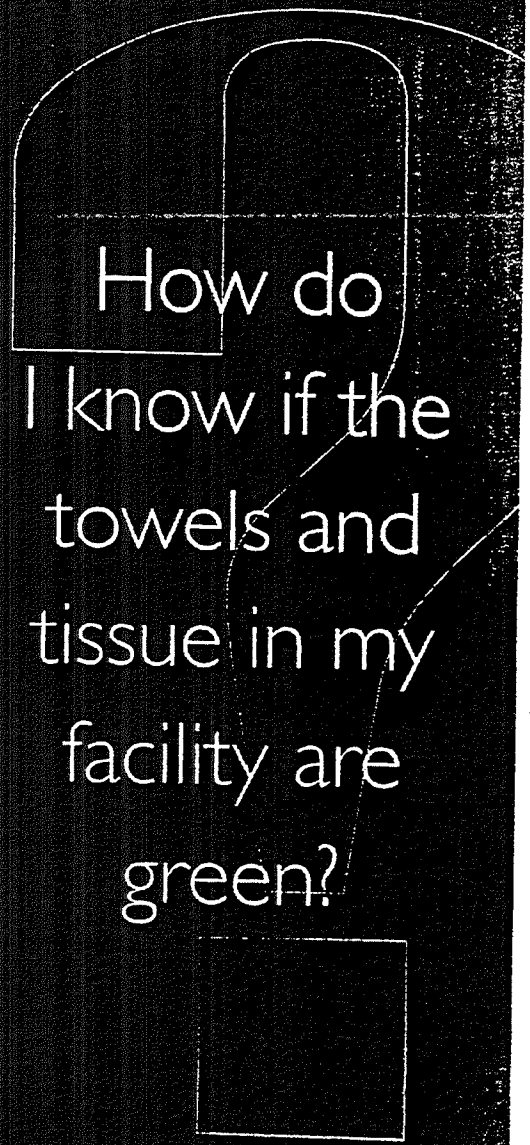
In Japan we also are recognized for achievements in waste minimization and re-use.

Our development of a process that converts waste sludge into an ingredient for making cement is one such example. The process significantly reduces the amount of incineration and landfill disposal.

All of these accomplishments are merely the beginning of our ongoing commitment to achieve the highest standards of environmental excellence at all our facilities

Following the Green Paper Trail

How do I know if the towels and tissue in my facility are green?



GREEN

Green includes all things that come into your facility and leave your facility and its impact on our environment.

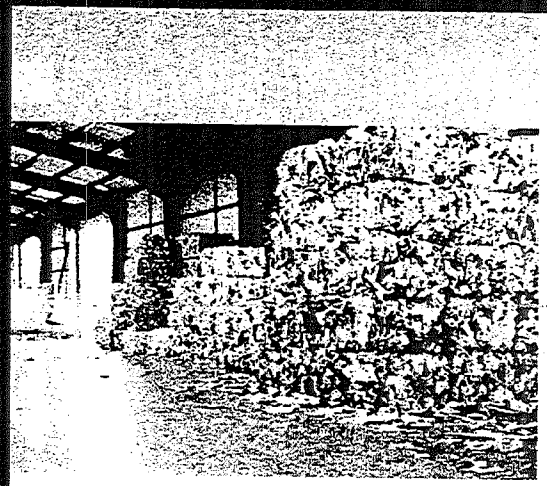
THINK UP STREAM

Where the products and items we use in a facility come from and how they are made - are they made using the best green process?

THINK DOWN STREAM

What happens when we discard waste from a facility and the impact on the environment - you want to have as little impact as possible.

Let's look at the towel and tissue products your facility uses and the trail it must travel.

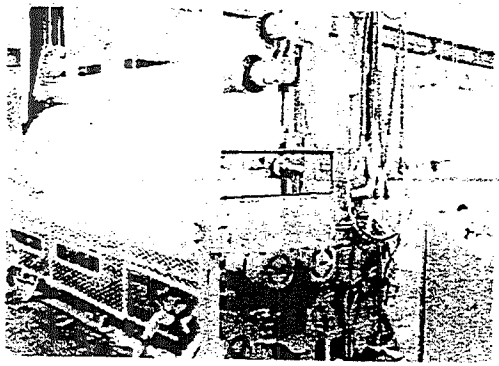


FACT Paper is made from fibers that either come from trees or recycled materials

Using virgin fiber is not green –trees are cut down in the process

Using 100% recycled fibers, including post-consumer materials is the ***best environmental choice***

Dubl-Nature® and EcoSoft™ Green Seal™-certified towels and tissue are 100% recycled.



FACT Papermaking takes fibers and puts them into a form or product using energy, water and other chemicals

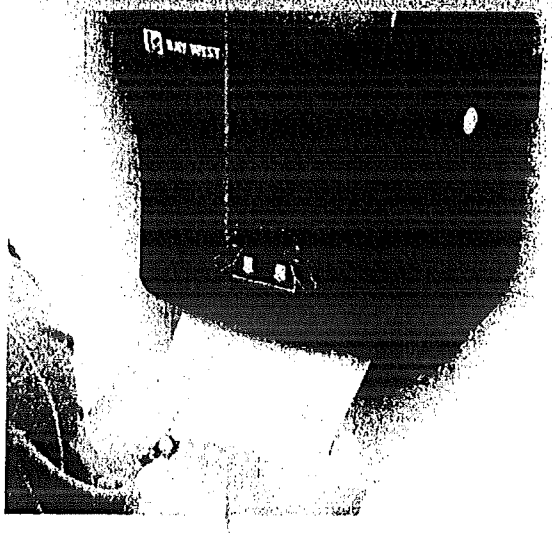
The use of chlorine or its derivatives to bleach paper fiber is not green

Elemental chlorine-free does not mean free of chlorine derivatives

Not adding inks, dyes or fragrances during the manufacturing process is the ***best environmental choice***

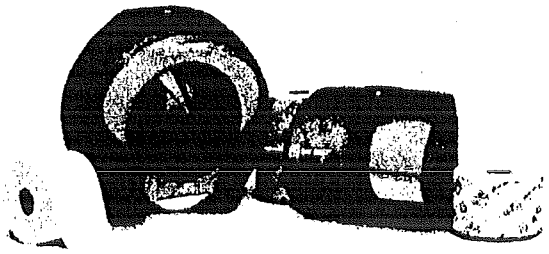
Using 100% recycled fiber that is processed chlorine-free is the ***best environmental choice***

Dubl-Nature® and EcoSoft™ Green Seal™-certified paper products are processed chlorine-free using sodium hydrosulfite instead of chlorine or its derivatives.

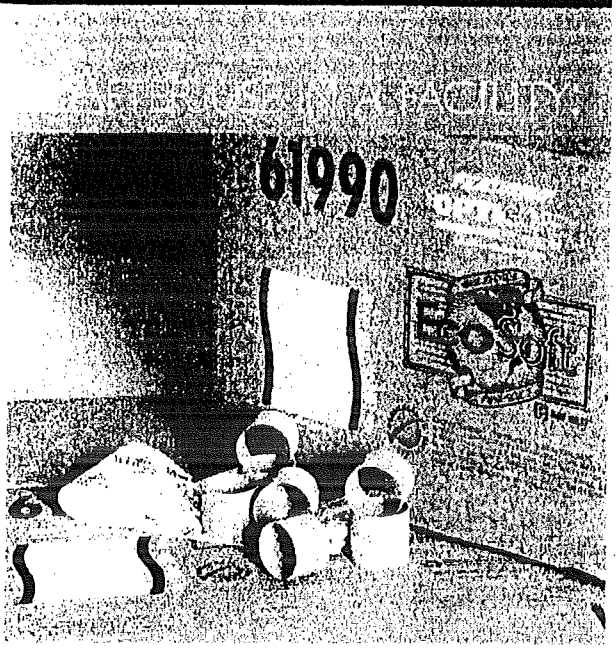


FACT Towel and tissue products are used in your facility for optimal personal hygiene

- Uncontrolled paper products and dispensers increase towel and tissue waste
- Utilizing towels and tissue featuring environmentally preferable packaging is the ***best environmental choice***
- Using Green Seal™ products, which are independently certified, is the ***best environmental choice***
- Using a no-waste roll towel and tissue dispensing system is the ***best environmental choice***



Wausau Paper offers a variety of Green Seal™-certified paper products combined with controlled-use dispensers to reduce waste.

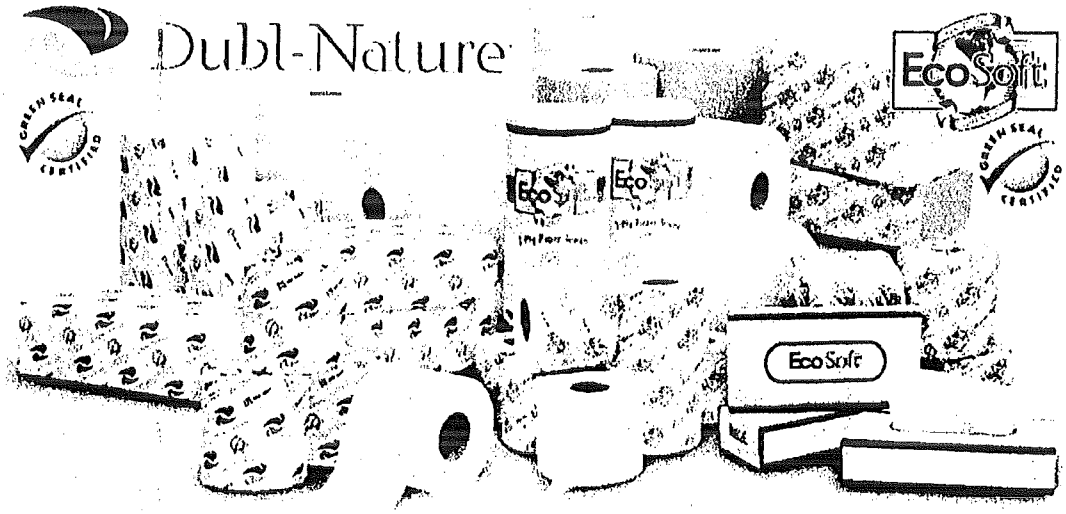


FACT The goal is to reduce waste from the facility

- Less efficient towel and tissue systems generate excessive waste
- Controlled roll towel and tissue systems generate less waste for the ***best environmental choice***
- Close the loop by recycling corrugated containers and other post-consumer materials for the ***best environmental choice***

Dubl-Nature® and EcoSoft™ Green Seal™-certified paper product packaging is environmentally preferable and can be recycled.

The Industry Leader in Green Products



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for high-volume copy jobs

Look for our red copy paper packages.

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uses 30-100% fewer new trees
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[illegible] paper

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for laser & inkjet printers

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good — better — best

You'll love our paper. Here's why:

The Staples® brand paper quality promise

To the casual observer, heating, dropping, vibrating and freezing paper seems a bit, well, odd. But it's all part of our third-party quality testing program. So whether you're making a mountain of copies or printing a color presentation, count on Staples® brand paper to do the job right, every time. We promise.

The Staples® brand 100% Satisfaction Guarantee

If you're not 100% happy with this Staples® brand product, just return it anytime. It's that easy.

How to choose Staples brand paper:

Weight.
Heavier papers are ideal for letters, color presentations and reports. They're more substantial to support heavy applications of ink and toner. Lighter papers pull their weight for high-volume copying and printing.

Brightness.
For better text and image contrast and clarity, look for a higher brightness number. The higher the number, the [illegible] light is reflected off the page.

Recycled content to preserve natural resources.
Many types of Staples® brand paper contain at least 30% post-consumer waste. And our recycled paper's quality equals non-recycled paper. Look for the recycling symbol on our packages.

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recycled copy paper

uses 30-100% fewer new trees for high-volume copy jobs

brighter, more versatile for printing and copying

printing paper

heavier weight, enhanced clarity for laser & inkjet [illegible]

[illegible]

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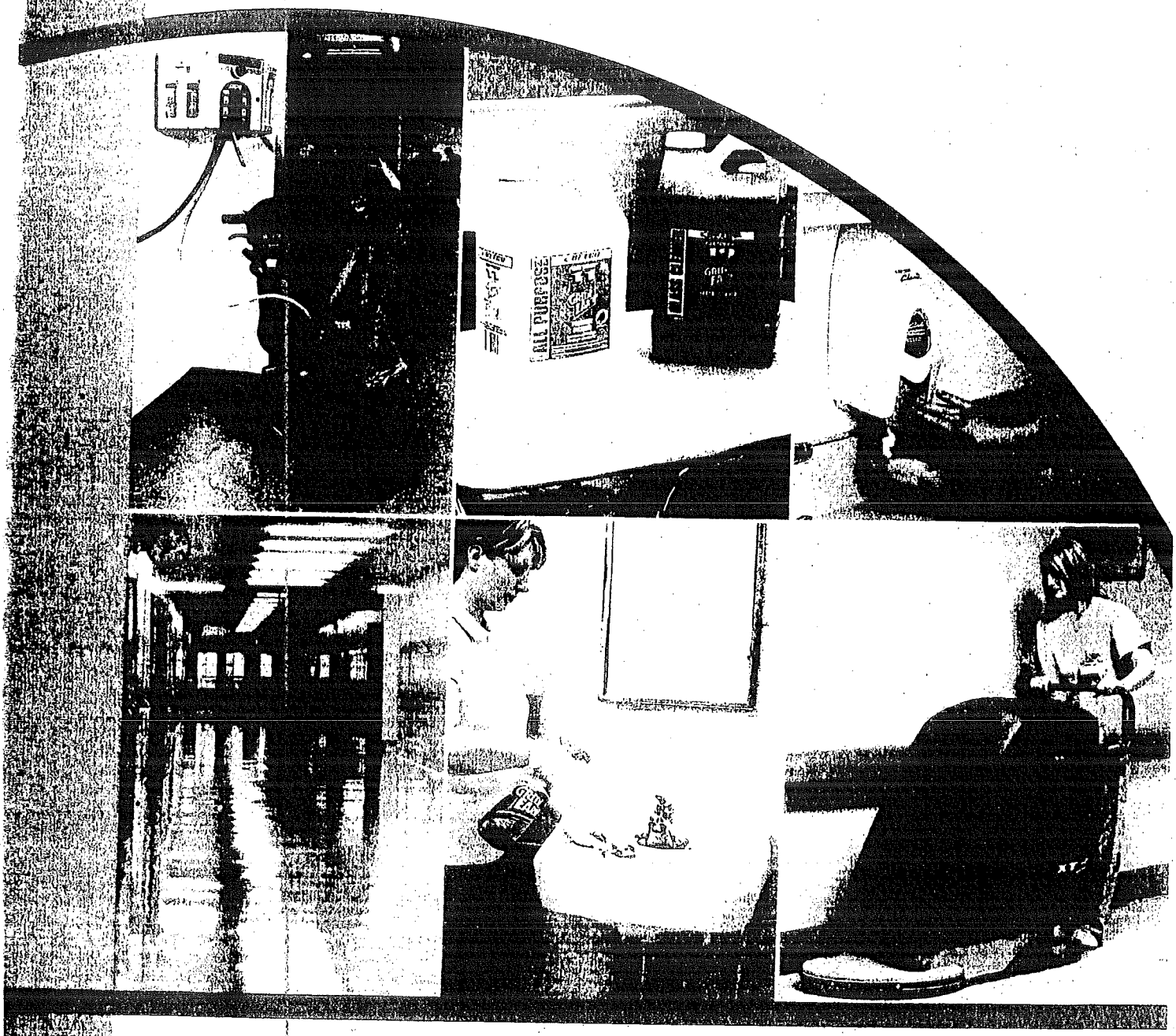
Cleaning for Health and the Environment



BETCO'S ENVIRONMENTAL COMMITMENT

At Betco Corporation, being environmentally responsible is a company standard. We are committed to developing products, programs and procedures that meet or exceed health and environmental standards while providing cost effective benefits to accomplish your maintenance goals.

Since 1990, Betco has shown its environmental leadership through use of the Green Earth® brand of products; packaged in recyclable containers and delivered through chemical management systems.

We have expanded our green leadership position by introducing a complete green solution – including green equipment, floor care and skin care products.

The purpose of this workbook is to provide an overview of the Green Cleaning opportunity to assist you in making an informed decision.

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1. WHAT IS GREEN CLEANING?

Executive Order 13101 defines Green Cleaning as the use of products and services that reduce the health and environmental impact compared to similar products and services used for the same purpose. Another definition of Green Cleaning is cleaning to safeguard human health while minimizing the impact to the environment. Its goal is to protect the health of building occupants, visitors and cleaning personnel, as well as reducing polluting effects on our air and water. Unlike traditional cleaning, it goes far beyond simple appearance, focusing on products and services that have fewer adverse health and environmental impacts as compared with others that might be used for the same purpose.

For the past two decades, the major emphasis in the JanSan industry has been to find new ways to "do more with less". Accordingly, most new cleaning procedures, products and systems have been developed with the primary goal of improving the productivity of cleaning personnel and reducing costs. Although these aspects are important, the health of the facility and those who live, work or occupy it have not received the same deserved attention. Green Cleaning changes all of this by helping to clarify the connection between cleaning, health and the protection of our environment.

Green Cleaning is more than just using "green" products. The success of a green cleaning program is dependent on numerous other factors. While the selection of product is important, it will have little effect in an otherwise inadequate cleaning regimen that leaves facilities dirty and the health of occupants, visitors and the environment at risk. Green Cleaning encompasses a total program including chemicals, procedures, equipment, paper, liners, mops, matting, everything used in an effective cleaning program.

The movement toward green cleaning does not imply that traditional methods are inadequate or have created unsafe conditions. Instead it can be viewed as simply taking the next step beyond our current approaches to further reduce polluting impacts while continuing to maintain and improve the healthfulness, comfort and aesthetics of our surroundings.

2. WHY SHOULD WE BE CONCERNED WITH GREEN CLEANING?

The USA comprises about 5% of the world's population and annually produces 27% of the world's garbage.

The USA uses 6 billion pounds of chemical products yearly.

The USA uses 4.5 billion pounds of paper products yearly.

The USA uses 35 billion pounds of plastic liners yearly.

The USA disposes 500 million pounds of cleaning equipment yearly.

The USA disposes of 100 million tons of construction waste yearly.
80% of our time is spent in doors.

EPA rates the indoor environment is potentially 3-5 times more harmful to humans than the outdoor environment.

EPA rates indoor air quality as one of the top 5 health risks.

Two-thirds of commercial buildings are rated as having "sick building syndrome" = $20 billion in worker compensation claims.

There are 100 million lost work days each year do to poor indoor air quality = $100 billion.

These numbers emphasize the immediate need to be concerned about the cleaning process and its effect on the health of the user, occupant, visitor and the indoor and outdoor environment.

Also more state and local governments are mandating environmentally preferable purchasing procedures, products, equipment and cleaning procedures.

States -- California, Illinois, Iowa, Massachusetts, Minnesota, New Jersey, New York, Tennessee, Vermont, Washington, Wisconsin and more all the time.

3. BENEFITS OF GREEN CLEANING

The primary benefit of Green Cleaning, with its emphasis on cleaning for health, not just appearance, is a cleaner, healthier building. A healthier indoor environment translates into many concrete, bottom-line benefits for building owners, managers, service personnel and building occupants.

The triple bottom line –

Economic – increased productivity, ROI, energy savings; reduction of hard and soft operating costs.

Environmental – using more renewable raw materials. The extraction of raw materials to manufacture janitorial chemicals, supplies, equipment has a significant impact on the environment, as does the transportation, use and disposal of these items. Many of the raw materials are not a renewable resource so they are depleted and will not be available for future generations.

Social/professional – gain respect for our industry. Historically our industry hasn't considered the social impact of cleaning. We can't expect people outside our industry to engage us as professionals or look at cleaning with respect unless we respect ourselves.

Increased Indoor Air Quality (IAQ) and Productivity –

Excessive VOCs, airborne dust and other indoor pollutants can cause numerous health problems among building occupants and workers, resulting in increased absenteeism and lower productivity on the job. The average American spends 80% of their time each day indoors and the EPA ranks indoor air quality as one of the top 5 risks in the US. A recent study estimated that the value of increased productivity and reduced absenteeism among office workers from better cleaning methods could be as high as $160 billion nationwide. Another analysis estimated that businesses could realize an increase in worker productivity up to 5% through improvement in indoor environment through better ventilation and cleaning methods.

Reduced absenteeism is a key issue with public schools. A study in the Syracuse, NY school system showed improved cleaning practices increased attendance by more than 11%, resulting in an increase of $2.5 million in state reimbursements. Other studies in elementary schools show a marked increase in standardize test scores from 20-50%. Total illness has decreased by 20-30% in surveyed schools.

Improved worker recruitment and retention –

A healthy indoor environment improves morale among existing employees, reduces turnover and facilitates recruitment of new personnel. People want to work in a healthy environment.

Potential greater rental income and building value –

More tenants are aware of indoor air quality and will actually spend more per square foot in a "green" building. USSA Realty Company reported an 80 cent/sq. ft. increase in market value of environmentally sustained properties.

Lower costs –
Better cleaning procedures and safer products can significantly improve the health of building occupants, reducing healthcare and insurance costs. Experts expect insurance companies to offer lower rates for Green Cleaned buildings in the future. Green Cleaning can also reduce the cost of environmental protection to the community as a whole. Correcting a problem at the source, such as using safer products, costs significantly less and is more effective than taking corrective action downstream at a later date. Recent California studies have shown a 20-30% yearly savings due to more efficient water use and a 20-30% savings due to more efficient heating and cooling systems.

Fewer complaints –
As the public has become more aware of the hazards of poor indoor air quality, building occupants have become increasingly intolerant of substandard maintenance. If the building is maintained better, there will be fewer complaints from the occupants.

Compliance with new governmental regulations –
In recent years, state, local and federal governments have increased their regulation of VOCs and other hazardous chemicals. By using less toxic chemicals, green cleaning helps insure compliance with current and emerging regulations. A number of states and municipalities have started creating tax incentives to encourage more responsible construction and maintenance procedures to protect people and the environment. There are numerous states and local municipalities that have mandated selected forms of Green Cleaning and more will be forth coming in the future, especially in the education sector.

Longer lasting buildings –
Green cleaning extends the life of a facility's carpets, floors, furnishings, computers, HVAC systems and other components. This reduces replacement costs and saves the owner money in the long-run. Recent surveys have shown as much as .30¢ to .70¢ annual savings per square footage total operational costs for the building.

Better public image –
With the increased publicity the indoor and outside environment has received in recent years, Green Cleaning will create a more favorable public image for companies in their communities.

Source reduction –
A main component of Green Cleaning is the use of concentrated chemicals through a chemical management system versus using ready to use products. This will make an impact on the materials dumped into landfills each year. Also the use of recycled materials, paper and plastic, will impact the source reduction.

4: GREEN CERTIFICATION AND PARTNERSHIP PROGRAMS

4-A GREEN SEAL

What is Green Seal:
Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats and minimize global warming and ozone depletion. It works with manufacturers, industry sectors, purchasing groups and governments at all levels to "green" the production and purchasing chain.

Mission: to achieve a more sustainable world by promoting environmentally responsible production, purchasing and products.

Through its standard setting, certification and education programs, Green Seal:

- Identifies products that are designed and manufactured in an environmen tally responsible manner.
- Offers scientific analyses to help consumers make educated purchasing decisions regarding environmental impacts.
- Ensures consumers that any product bearing the Green Seal Certification Mark has earned the right to use it.
- Encourages manufacturers to develop new products that are significantly less damaging to the environment than their predecessors.

History:
In the late 1980's the environmental community felt that after two decades of hard-won litigation and advocacy campaigns, it was time to incorporate a less adversarial approach to industry in the their programs. They decided to initiate in the United States a product ecolabeling program, similar to the ones in Germany and Canada. Ecolabeling helps consumers identify green products. When the Green Seal logo is present on a product, the end user can be assured the product was evaluated by an independent unbiased third party for fourteen different criteria.

Green Seal was founded in 1989 as a non-profit organization and issued the first product certifications in 1992. A number of environmental standards were completed and several major companies applied to have their products evaluated.

Green Seal Services:
Purchasing –

Institute or improve green purchasing
Lists of recommended products
Standards, criteria and contract language
Environmental or financial justification for environmental purchases

Operations –

Evaluation of building maintenance
Recommendations for environmental improvement
Environmental product criteria, service contracts
Manual for specific operations

Facilities –

Evaluation and design
Recommendations for environmental upgrading
Equipment criteria and recommendations
Identification of potential savings through environmental improvement

Green Seal specific programs:

Greening your Government – technical assistance to all levels of government in their purchasing, operations and facilities management

Product Standards and Certification – development of environmental standards for leadership products in specific categories and certification of products that meet them. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures.

Product Recommendations – technical reports on products in a variety of categories giving specific brand recommendations of those that meet screening criteria.

Greening the Lodging Industry – long-term project with hotels and motels to green their operations and purchasing, including certification of specific properties.

Standards:

Green Seal bases its work on thorough, state-of-the-art scientific evaluations using internationally accepted methodologies like ASTM standardized testing. Product evaluations are conducted using a life-cycle approach to ensure that all significant environmental impacts of a product are considered, from raw materials through manufacturing to disposal in creating their standards. Green Seal uses the following 14 specific criteria to evaluate products.

Meets performance tests
No human toxicity
No carcinogens or reproductive toxins
No skin/eye corrosivity
Not a skin sensitizer
Non-combustible
Minimal VOCs
No aquatic toxicity
Biodegradable
No eutrophication
Use of concentrates
Safe fragrances
No endocrine disruptors
Reduced packaging

888-GO BETCO

Certification:
Once a standard has been established, Green Seal accepts applications for certification. Products are then evaluated for compliance with the applicable Green Seal standard. The manufacturing facility is then visited to evaluate quality control procedures. Once certified, products are subject to annual monitoring to insure that the product offered for sale continues to meet the Green Seal standard. Certification and yearly renewal fees are charged participating manufacturers.

GS-37 Standard for Industrial & Institutional Cleaners:
Bathroom cleaners. (Green Earth® Peroxide Cleaner)
This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

General-purpose cleaners. (Green Earth® Daily Floor Cleaner) This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

Glass cleaners. (Green Earth® Glass Cleaner) This category includes products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.
Carpet Cleaners. This category includes products used to clean carpets. The product must perform as well as a nationally recognized product in its category in both cleaning efficiency and re-soiling resistance.

Disinfectants. There is no standard for disinfectants. By nature disinfectants kill bacteria, good and bad. The green community suggests using fewer disinfectants, ones with moderate pH, low VOCs and only in specified areas like ORs, ERs, critical care areas, food service/production, etc.

GS 40 Floor-Care Products, finishes and compatible strippers:
Finishes. (Green Earth® Floor Finish and Green Earth® Prelude) will include floor finish designed to polish, protect or enhance floor surfaces by leaving a protective wax, polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. The finish must meet normal performance criteria such as, stripability; slip resistance, resistance to black heel marking, etc. Certified finishes will contain no heavy metals like zinc.

Strippers. (Green Earth® Finish Stripper) The floor finish stripper is defined as a product designed to remove floor finish through breakdown of the finish polymers or by dissolving or emulsifying the finish, polish or wax. This standard does not address general purpose cleaners that can be used to clean floors, floor sealers, spray buffing products or products designed to remove floor wax solely through abrasion.

GS 41 Hand Soaps: (Clario Green Earth® Foam and Lotion soaps)
This standard establishes criteria for industrial and institutional hand soaps. The standard does not apply to hand cleaners used in households, for preparation operations or medical facilities, nor do they cover anti-bacterial hand cleaners or hand sanitizers. Criteria for hand cleaners in this standard include:

Perform as well or better than conventional hand cleaners.

Are biodegradable and have limited toxicity to aquatic life.

Are packaged in recyclable packaging, ideally incorporating recycled content.

Have eliminated ingredients considered likely to negatively impact health and the environment.

GS 42 Environmental Standard for Cleaning Services:
This standard will establish requirements for cleaning service providers, including in-house and external cleaning services, to create a Green Cleaning program that protects human health and the environment. Green Cleaning encompasses all indoor activities typically required to clean commercial, public and industrial buildings. This standard does not include maintenance of exterior areas or residential buildings.

Cleaning Service Providers will develop and maintain a set of written guidelines or Standard Operating Procedures that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training and inspection programs and reporting and record keeping procedures.

Other Green Seal Standards relevant to the Jan San Industry:

GS 01	tissue paper
GS 08	household cleaners
GS 09	paper towels and paper napkins
GS 11	powdered laundry bleach
GS 33	lodging properties

4-B UNITED STATES GREEN BUILDING COUNCIL (USGBC)

What is USGBC?
USGBC is a standard-setting organization focused on the rapidly growing green building industry. It was formed to address the significant impacts of building design and operation on human health and the natural environment. It is a coalition of leaders from all segments of the building industry, including building owners and managers, architects and engineers, builders, building service contractors, product manufacturers, insurance companies and all levels of government. Currently there are over 10,000 members in the USGBC.

Mission:
Its mission is to accelerate the development and implementation of green building practices and promote buildings that are environmentally responsible, profitable and healthy places to live and work.

Leadership in Energy and Environmental Design (LEED) Green Building Rating System:
In 2002, USGBC began development of its nationally accepted LEED rating system. This program is a complete set of assessment tools to promote sustainable building design, construction and operations practices. LEED is voluntary, consensus-based, market-driven standards designed to raise consumer awareness of green building benefits, encourage environmental leadership in the building industry and promote certification of high-performance, sustainable buildings nationwide.

LEED standards are currently available or under development for assessing building performance and meeting sustainability goals in a variety of green building areas.

LEED – EB	Existing building operations
LEED – NC	New construction and major renovation projects
LEED – CI	Commercial and interior projects that create more efficient and healthier interiors
LEED – CS	Core and shell projects allows the building owner to educate tenants about the advantages of green
LEED – H	Standards for single-family and low-rise multi-family residences.
LEED – ND	Neighborhood development

LEED for retail, schools and healthcare are in the development stages.

LEED – EB Rating System:

Certified level	34 – 42 points
Silver level	43 – 50 points
Gold level	51 – 67 points
Platinum level	68 – 92 points

The jan san industry can assist building managers achieve over 30% of the base level of certification points and 1 to 5 innovation points with products, procedures, training and LEED Certified Professionals. These certification points are normally simple and affordable to achieve.

Criteria to earn LEED Certification Points:
Indoor Environmental Quality – reduce the exposure of building occupants and maintenance personnel to potentially hazardous biological and particulate contaminants.

EQ Prerequisite 3 – GREEN cleaning policy
(Required)

EQ Credit 3.1 – high performance cleaning program
(1 point)

EQ Credits 3.2 & 3.3 – custodial effectiveness assessment
(1 point)

EQ Credits 3.4-3.6 – purchase of sustainable cleaning products and materials
(1-3 points)

EQ Credit 3.7 – sustainable cleaning equipment
(1 point)

EQ Credit 3.8 – entryway systems
(1 point)

EQ Credit 3.9 – indoor integrated pest management
(1 point)

Sustainable Sites – Green Site and Building Exterior Maintenance (SS Cr. 2)
Cleaning exterior with proper chemicals. (Exterior walls, walkways, windows, ice melter)
Exterior maintenance equipment (Leaf blowers, sweepers)
(Potential of 1 point)

Materials and Resources – purchasing durable goods (MR Cr. 2.1)
Changing from gas powered maintenance equipment to battery or corded models
(Potential of 1 point)

Innovation in Operations – the ability to earn additional credits for exceptional environmental practices beyond those already addressed in LEED-EB.
Credit 1 - 4 points possible
Credit 2 - LEED Accredited Professional - 1point

Other LEED criteria (normally we can't help)
Water Efficiency – maximize water efficiency within buildings to reduce the burden on local water supply and waste water systems.
Energy and Atmosphere – establish minimum levels of energy efficiency and reduce ozone depletion.

Benefits of a "Green Building": many of the same benefits mentioned for "Green Cleaning"
Environmental – enhance and protect ecosystems, improve air and water quality, reduce solid waste, conserve natural resources and decreases greenhouse gases.

Economic – reduce operating costs, enhance asset value and profits, improve employee productivity and satisfaction. Utilities, state and federal agencies and other sources are providing financial incentives and rebates for facilities adopting LEED measures. Potentially receive a higher rental rate from occupants concerned with the environment and healthy working conditions.

Health and safety – enhance occupant comfort, safety and health.

Community – minimize the strain on local infrastructures (water treatment, utilities and health care facilities and costs) and improve quality of life. Facilities are recognized as a well-run and well-managed building.

How do I get LEED Certified?:
To start the process, it is encouraged that a team be assembled to manage the certification process, which means preparing documentation and calculations to fulfill the prerequisites and credit submittal requirements to become LEED certified. The "green team" could consist of personnel from environmental services, human resources, training safety, as well as building managers, building occupants and possibly suppliers.

The team should identify which rating system the building desires to be certified and the desired level of certification. Then they will review the checklist provided by the USGBC to help develop their strategy, such as which points would be easy or difficult to achieve, where they will need to collect data, whether or not they need a consultant with certification experience, budgets and other potential issues they may need to consider prior to committing to the program.

Once the commitment is made, the building owner must register with the USGBC. Next the submitter must provide specific documentation which includes site plan, floor plans, elevation and photos, for tracking the building project. After documentation is provided it is reviewed and the different credits are interpreted by the USGBC council. Next the final application is submitted. The building is either awarded certification or rejected. If rejected, the submitter can appeal the results with further documentation supporting their cause.

Owners must also pay a fee to become LEED registered and certified. The charges vary based on the size of the facility. Normal fees are between $1,000 and $12,500 depending on the size of the facility. The certification process can take up to one year.

4-C ENVIRONMENTAL CHOICE PROGRAM (CANADA)

The Environmental Choice[M] Program (ECP), Environment Canada's Ecolabeling program, helps consumers identify products and services that are less harmful to the environment. The "ECP" was established in 1988. The Program's official symbol of certification - the EcoLogo[M] - features three stylized doves intertwined to form a maple leaf, representing consumers, industry and government working together to improve Canada's environment. A key aspect of the certification process is the requirement for third party verification of compliance to ECP certification criteria as a condition for certification and licensing.

This process ensures the Program's credibility and includes:

- a review of each applicant company's product and process information;
- an examination of the company's quality assurance (QA) / quality control (QC) measures;
- and, where deemed necessary by ECP officials, an audit of the company's facilities for purposes of initial certification.

Canada's Environmental Choice[M] Program and its EcoLogo[M] are internationally renowned because of the program's stringent certification process. The certification programs include the following categories: agricultural and horticultural products, automotive related products, building and construction related products, cleaning and janitorial products, consumer products, containers and packaging, electricity products, lubricants and absorbents, marine products, office furniture equipment and business products, paper products, printing products and services and miscellaneous industrial products and services.

4-D DESIGN FOR THE ENVIRONMENT (DFE)

The DFE Program is distinct from all other product recognition or Ecolabling programs. The DFE program reviews each product component, starting with the chemical component's structure to determine its key health and environmental characteristics. Then ingredient characteristics are compared to other chemicals in the same use class and considers any possible negative synergies between the ingredients.

Because of the program's initial success, EPA recently started out-sourcing the testing component of this program to a firm named National Sanitation Foundation (NSF). They are an independent, not-for-profit, non-governmental organization dedicated to testing and recommending products to improve human health. They perform the ingredient review and report back to EPA who would issue the formal certification for the product.

Manufacturers pay a fee for the testing and certification process.

4 E. GREENGUARD

GREENGUARD Environmental Institute (GEI) is an industry independent, non-profit organization that oversees the GREENGUARD Certification Program. As an American National Standards Institute (ANSI) Accredited Standards Developer, GEI establishes acceptable standards for indoor products and testing protocols. GREENGUARD's goal is to improve public health and quality of life by helping manufacturers build better and safer products.

The GREENGUARD Certification program identifies specific products that have been tested and continue to be tested to ensure that their chemical and particle emissions meet acceptable indoor air quality pollutant guidelines and standards. The Certification Program includes all construction materials, furnishings, furniture, office equipment, cleaning and maintenance materials and processes that are used in interior environments. They recently introduced a certification program specific to the cleaning industry that measures chemical cleaning product emissions (i.e. VOCs) during actual product use.

Manufacturers pay a fee for testing and certification.

4. F ISSA CLEANING INDUSTRY MANAGEMENT STANDARD (CIMS)

The Cleaning Industry Management Standard is designed to assist cleaning organizations (in-house and service contractors) in setting up a management system that allows an organization to meet specific goals. The Standard is a management framework that can be used to develop customer-centered, quality organizations.

One of the most important features of the Standard is that it is non-prescriptive and is based on management principles that have proven to be primary characteristics of quality, customer-centered organizations. It does not require, recommend or other wise endorse any particular process or product; it allows individual organizations flexibility in choosing the most effective ways in which to meet their management requirements.

The standard is composed of the following sections:
Quality – a general framework to ensure effective operations and continual improvement.

Service Delivery – these processes include staffing, bidding, costing, budgeting and purchasing.

Human Resources – the organization should demonstrate that it efficiently and effectively manages "human capital" in a way that enhances organizational performance.

Health, Safety and ENVIRONMENTAL STEWARDSHIP – processes, systems and documentation to insure the safety, health and sustainability of the facility while insuring a positive impact on the environment.

Management Commitment – demonstrate an organizations commitment to management systems to meet customer needs and expectation, now and in the future.

There is a fee for the certification process.

4-G HOSPITALS FOR A HEALTHY ENVIRONMENT (H2E)

H2E – non-profit organization to support environmentally sustainable health care facilities. The Green Guide for Health Care is a self-certifying, best practices toolkit for health care. The point system provides design and construction teams a way to baseline and benchmark their achievement and to support continuous improvement. The Green Guide for Health Care borrows the credit numbering scheme from the USGBC LEED rating system. The Green Guide does not recommend products.

4-H HEALTHY SCHOOLS CAMPAIGN

Environmental Audits - working with students, teachers and community members for greater awareness and understanding of the school environment.

Green Cleaning - working with school building engineers to reduce the use of toxic cleaning products in schools.

Healthy and High Performing Schools - working to improve school construction standards.

Promoting Healthy Eating - working with schools to conduct assessments.

Legislative Advocacy - supporting a range of environmental health issues to improve school environments.

Betco is a supporting partner.

5. GREEN CLEANING PROCEDURES

The following section covers Green Cleaning procedures for commercial facilities. This is not a "how to" manual. It will not tell you, for example, how to strip and refinish a floor; but it will address how hard floor care differs in a green cleaning approach. What determines the differences are the underlying health and environmental issues, not just the appearance of the building.

A key issue that cuts across all cleaning procedures is the issue of cleaning frequencies. Cleaning for health or Green Cleaning generally requires the same or higher frequencies. To some extent, you may be able to balance the increased costs with increased efficiencies.

Keep in mind too that these procedures can only serve as a general guideline because commercial buildings vary tremendously. It is virtually impossible to assemble a single, comprehensive and standardized set of Green Cleaning procedures. As you encounter new environments and new situations, you will have to apply the principles of Green Cleaning to develop your own procedures.

Identify people with special needs -

Identify building occupants with individual needs and sensitivities.

Develop a plan to address the individual needs.

Change products/procedures/schedules as necessary to accommodate their individual needs.

Address ventilation requirements to help mitigate the problems.

Communicate plans to special needs personnel and all building occupants.

Continually request feedback from occupants to make appropriate changes.

Entryways –

Roughly 80% of the dirt in a building is tracked in through the entrance.

The matting system should be 12 -15 feet long. For a main entrance, an ideal system would include an outside scraper mat, foyer mat and an inside carpet mat.

Always place caution signs prior to cleaning entryways.

Mats should be vacuumed at least once a day; vacuum in both directions using upright vacuums with a beater bar. Be sure to clean under mats as well. Replace dirty mats with clean ones weekly under normal conditions, more often in wet weather or extremely dirty conditions. Scrub dirty mats with detergent or carpet solution, rinse them thoroughly and let them dry on a periodic basis.

Providing trash receptacles and cigarette urns at all entrances will reduce the amount of food, cigarettes and other trash brought into the building. Ensure they are emptied and cleaned on a regular basis.

Sweep exterior sidewalks, entry areas and steps leading into the building on a daily basis. Periodically clean sidewalks and entry areas with a high pressure power washer.

Clean and store equipment after each use.

Hard Floor Care –

Utilize appropriate entryway cleaning systems and maintenance procedures.

Always place caution signs prior to beginning floor maintenance work.

Hard floors should be vacuumed daily using a high quality backpack vacuum. Advantages – it removes more dirt, improving air quality, it stirs up less dirt and dust up into the air, it is more effective at removing dirt from grout, corners, edges and under furniture and it improves productivity.

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Life Cycle of Floor Care module and Cleaning Task Cards to train personnel.

Hard floors should also be damp mopped or cleaned with an automatic scrubber to remove dirt not picked up by the vacuum. Microfiber mops are more effective at removing dirt than traditional yarn mops.

Encourage the use of zinc-free floor finishes and environmentally preferable strippers. Always keep a base of 6-8 coats of finish on floors.

Encourage the use of a top scrub and recoat procedure versus a total strip-out to limit the amount of highly alkaline strippers poured down the drain.

Notify occupants in advance of stripping and recoating operations. Always place caution signs prior to starting floor maintenance.

Arrange to have the ventilating system operating in the occupied cycle during and after stripping and refinishing operations.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean up spills as soon as possible.

Clean and store equipment after each use.

Carpet Care –

Utilize appropriate entryway systems and maintenance procedures.

Always place caution signs prior to beginning carpet maintenance work.

Vacuum carpet in lobbies, elevators and high traffic areas thoroughly every day. Use high efficiency vacuum cleaners with microfiltration bags. Replace vacuum bags when they are half full to minimize emissions. Clean or replace filters regularly.

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Life Cycle of Carpet module and Cleaning Task Cards to train personnel.

Clean up spills on carpet as quickly as possible. Create a spill cart with a spotting kit and portable spotting machine.

Maximize the amount of water extracted from the carpet to minimize moisture and potential for mold, mildew and bacterial growth. Make sure the vacuum pickup is working properly.

Increase ventilation to dry carpets fully within 24 hours or less to minimize the potential for microbial growth. Use floor fans or carpet dryers.

Notify occupants in advance when extraction operations are scheduled.

Arrange to have the ventilating system operating in the occupied cycle during and after the extraction procedure.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

Dust mopping – vacuuming is preferred to dust mopping

Use the widest micro fiber dust mops appropriate for the area to be cleaned.

If using a dust mop treatment, follow label instructions. A water based product is preferable.

Launder mops on a regular basis.

Use a continuous motion, without lifting the mop from the floor to limit particulates in the air.

Use Betco Cleaning Task Cards to insure proper training.

Clean and store equipment after each use.

Dusting –

Use microfiber dust cloths to capture and remove dust.

Replace soiled cloths with clean ones. Always use folded clothes and refold soiled area to maximize the use of the dust cloth.

Use vacuum attachments or backpacks for high dusting.

Avoid feather dusters and other methods that stir up dust.

Avoid dust cloth treatments which can leave residues and emit VOCs.

Spray dust treatment onto the cloth versus spraying product directly onto the surface.

Use Betco Cleaning Task Cards to insure proper training.

Restrooms –

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Restroom Cleaning module and Cleaning Task Cards to train personnel.

Always place caution signs and close the restroom prior to starting the cleaning process.

Frequently clean surfaces that hands come in contact with to eliminate the spread of germs door knobs, light switches and fixture handles.

Eliminate moisture, keep floors dry to eliminate slip/fall accidents and the build up of bacteria, mold and mildew.

Ensure trash receptacles are cleaned and emptied daily.

Restroom floor drains have a very high potential for biocontamination and should be disinfected regularly. Ensure drains are operating properly.

Recommend the installation of no touch towel dispensers to the facility manager if restrooms are not equipped with these.

Arrange to have the ventilating system operating in the occupied cycle during and after the cleaning procedure.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

Food Areas –

Clean and sanitize floors, tables, counters and other surfaces.

Separate recyclables from trash as needed.

Remove trash daily.

Remove recyclables as needed.

Ensure floor drains are operating properly.

Odor Control –

Be aware of excessive odors in all areas of the building.

Many odors can be oxidized with Peroxide Cleaners or Liquid bacteria digesters.

Spills –

Clean spills up as soon as possible. Place cautions signs if appropriate.

Use appropriate cleaning solutions and follow label directions.

Make sure occupants know the person to contact in case of spills.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

Handling Chemicals and dilution of concentrated chemicals –

Using concentrated chemicals reduces the overall environmental impact from packaging and transportation and usually reduces costs.

Train all workers in the safe handling and use of cleaning chemicals.

Use appropriate protective equipment when mixing concentrated cleaning products.

Follow manufacture's dilution directions or use properly functioning chemical management dispensers.

Put appropriate labels on secondary containers such as spray bottles.

Never mix different cleaning products together.

Ensure that chemicals are stored properly.

Apply product onto a cloth versus spraying it onto the surface to reduce VOCs and possible slip and fall issues.

OSHA Blood-borne Pathogen Standard –

Use the Betco OSHA Blood-borne Pathogen module to train employees.

Use safety cones or other means to make sure that occupants do not come in contact with spills.

Use proper personal protective equipment (PPE).

Use an OSHA approved disinfectant diluted per label directions. Betco pH 7 Q, pH 7 Q Ultra, Quat Stat, Quat Stat SC, Fight Bac, TB 94 and TB Plus all meet EPA requirements for clean up of bodily fluids.

Dispose of all materials properly in a biohazard bag.

OSHA Right To Know Standard –

Use the Betco OSHA Right To Know module to train employees.

Constantly update MSDS sheets for chemicals used in the facility.

Trash Removal –

Pull trash daily so as not to attract insects and other pests.

Cover trash cans that contain food waste.

Make sure that dumpsters or other outside trash receptacles are emptied regularly.

Make sure that trash and recyclables are being separated properly.

Use Betco Cleaning Task Cards to insure proper employee training.

Indoor Plants –

Educate occupants on appropriate care guidelines for indoor plants. Monitor use of fertilizers or pesticides so as not to adversely affect the indoor air quality.

Ensure that plants are not in direct contact with carpets and ventilation units.

Clean up any spills of soil or moisture as soon as possible.

Integrated Pest Management (IPM) –

Establish, monitor and communicate the IPM program to employees and building occupants.

Improve sanitation through thorough cleaning and by removing food sources.

Manage waste, cover trash containers and remove waste frequently.

Maintain the building structure, seal cracks, fix leaks, etc.

Install physical barriers to pest entry.

Notify employees and occupants of treatment times and their role in the IPM program.

Recycling Programs –

Recycling reduces the amount of solid waste and lessens the burden on solid waste disposal sites, such as landfills and incinerators.

Insure that collection meets guidelines of the recycling hauler and recycling facility.

Locate bins throughout the facility, ease of access increases participation.

Educate occupants as to what can be recycled and how it should be separated.

Educate occupants to rinse food and drink containers before placing them in bins.

Put signs on or near trash cans to remind occupants to recycle.

Track recycling results.

Monitor recycling collection bins to see if they are attracting cockroaches and other pests.

Garage Maintenance –

Collect and remove trash daily.

Sweep the parking surface and stairwells weekly.

Wash the parking surface at least twice a year.

Inspect floor drains and lighting fixtures periodically.

Make sure floor drains, basins and traps are kept free of trash and debris to prevent clogging and standing water.

Inspect doors to insure they are sealed properly to prevent exhaust from entering the building.

Roof Maintenance –

Perform routine roof inspections monthly.

Keep roofs clean and free of debris.

Keep drainage systems clear.

Keep roof access limited to authorized personnel to minimize foot traffic.

Insure fans and vents are clean and operating properly.

Maintaining HVAC Systems –

Keep mechanical rooms clean and free of rodents and other pests.

Cleaning and disinfecting air conditioner drip pans monthly.

Replace the biocide pack for air conditioner drip pans monthly.

Clean or replace filters on HVAC systems based on manufacturer's recommendations.

Clean or replace filters on humidifiers according to the manufacturer's recommendations.

Fabric Cleaning – partitions, wall fabrics, furniture, drapery

Vacuum regularly.

Deep clean periodically.

Treat spots immediately.

Basements –

Examine basement areas for dirt, evidence of insects and other pests and excessive moisture.

Insure drains are operating properly.

Stairs and Elevators –

Look for dirt and excessive moisture.

Inspect and clean on a regular basis.

Cleaning Closets –

They should be clean, dry and adequately ventilated.

Check drains and wash basins to see if they are free of bacteria, odors and operating properly.

Insure chemical management systems are operating properly.

Building Exterior –

Look for excessive dirt, standing water and damage in parking lots.

Examine the building's exterior and report any damage.

Look for drainage problems around the building.

Insure drains are operating properly.

6. SELECTING GREEN PRODUCTS

Traditionally users considered performance and cost when selecting products. In a Green Cleaning program they will consider performance, cost, health and environmental issues. In a Green Cleaning program, product selection should be based on the following criteria:
Impact on health and the indoor environment - select products that are safe for workers and building occupants and that do not adversely affect the indoor environment.

Impact on the larger environment - select products that have little or no negative impact on the outside environment.

Performance -

the products must do the job.

Cost -

be sure to consider performance and productivity in the cost equation. Look at the overall cost of the procedure, not just the individual chemical or equipment cost.

Type of facility -

use the same products wherever appropriate to simplify purchasing, procedures and training.

General guidelines for selecting chemicals –

Select the least toxic products needed to perform a specific cleaning task.

Use products with low VOC content (Volatile Organic Compound)

the part of a product that evaporates during drying).

Look for products with a moderate pH (a chemical scale which expresses the degree of acidity or alkalinity of water based solutions), 4 to 11.

Avoid products containing known or suspected carcinogens.

If hazardous products must be used, ensure worker safety through extensive training and use of personal protective equipment.

Products that leave little or no residue after cleaning.

Products that are designed to work in cold water.

Use single cleaning products for multiple applications.

Choose products that are readily biodegradable. (the capability of organic matter to be decomposed by biological processes)

Select metal free floor finishes.

Select products that are derived from renewable resources, feed stocks, such as detergents and solvents made from corn starch, coconut oil and orange peels. This will reduce the demand for petroleum.

Packaging –

Purchase chemical products as concentrates.

Select products that come in recyclable containers.

Selecting paper products –

Select products with maximum recycled content. (post consumer fiber or recovered fiber)

Post consumer fiber –

paper, paperboard and fibrous wastes.

Recovered fiber –

post consumer content as well as manufacturing wastes from the paper-making process and repulped paper and paperboard from obsolete inventories.
Selecting products with the highest amount of post consumer fiber diverts the greatest amount of paper waste from landfills.

Bleaching Process –

do not use paper products that have been manufactured with de-inking solvents containing chlorine or any other chemicals listed in the EPA Toxic Release Inventory.

Select roll towels versus C-fold towels. Use jumbo paper for toilet and towel usage with controlled dispensing systems.

EPA guidelines for minimum levels of recycled content – Comprehensive Procurement Guidelines (CPC)

Product Category	Post consumer	Recovered
Toilet tissue	20-60%	40-100%
Paper towels	40-60%	40-100%
Facial tissue	10-15%	10-100%
Toilet seat covers	40-60%	40-100%
Industrial wipes	40%	40-100%
Plastic liners	10-25%	--

Use high density trash bags versus linear low density bags made from petroleum base raw materials.

Microfiber Mops and Cloths –
Microfiber cloth is composed of 80% polyester and 20% polyamide. The polyester fibers serve as the scrubbing and cleaning element, while the polyamide provides an absorbent quick-drying element. Individual fibers are 1/100th the size of a human hair and 1 square inch of cloth contains approximately 90,000 microfibers. The fibers are partially split to create deep channels in the strands. These channels provide dramatically more surface area to lift and trap dirt more effectively than traditional cotton fibers.

When microfiber cloths are used dry, the wedge-shaped filaments create an electrostatic charge that attracts and clings to dirt. Ideal for dusting floors, walls, ceilings, counters or any other flat surface, they are more economical than disposable electrostatic wipes which must be discarded when they become dirty.

Microfiber pads can attract and retain 7 times their weight in dirt and liquids. Because the fabric is highly absorbent, it can deliver and remove far more liquid to and from the floor. Due to the properties of polyamide, microfiber fabric dries in one-third the time of cotton.

Density is key to determining the quality of microfiber. Denser material can absorb more liquid and dust and will last longer.

Equipment –

Vacuums – capable of capturing 96% of particulates, 0.3 microns in size and operate at less than 70 db sound levels. All Betco dry vacuums meet this requirement.

Extractors – capable of removing moisture so the carpet will be dry within 24 hours and have a solution metering device to limit the amount of liquid applied. The Betco FP 8 and FP 20 both meet this requirement.

Floor machines and burnishers – be equipped with vacuums for capturing fine particulate and operate at less than 70 db sound levels. The Betco Dust Control burnisher meets this requirement.

Propane machines – have high efficiency, low emission engines. All Betco propane machines meet this requirement.

Automatic scrubbing machines – be equipped with a solution metering device to control the amount of liquid applied and a properly vacuuming system. All Betco automatic scrubbers meet this requirement.

A logbook should be kept for all powered equipment to document purchase dates, maintenance history and equipment information sheets.

Choosing a supplier –

A good supplier can give you a broader selection of green products, make informed recommendations based on the advantages of specific products and provide support for a green training program. Effective inventory management by you and the supplier can minimize the amount of cleaning chemicals stored in the building while ensuring an uninterrupted supply of products.

Ask them:

- What other facilities are you supporting with environmentally preferable products and procedures?
- Do you carry "certified" products?
- Ask if they are familiar with the United States Green Building Council's LEED Certification program. Then ask them to briefly explain how they can help you obtain certification points.
- Ask them for a copy of an implementation plan.

7. IMPLEMENTING A GREEN CLEANING PROGRAM

"It ain't easy going green". By nature, people are resistant to change. Change is perceived as hard, time consuming and threatening.

The green cleaning concept is really an intangible, something you can't see, touch, smell or hear, so your challenge in gaining support and commitment is to make it more tangible. The amount of detail, method of presentation and key points of focus will vary depending on the nature of your organization and your specific audience at the time. The following ideas will assist you and your customer to implement a successful green cleaning program.

Obtain commitment –

For a green cleaning program to succeed, commitment from the CEO down is essential. You need the commitment of employees in all areas and at all levels, from managers to cleaners, to building occupants.

Here are three basic steps to gaining commitment:

1. Help management understand what's in it for them.
    a. Define green and green cleaning.
    b. Explain the potential health and performance benefits.
    c. Explain the opportunity for improving occupant satisfaction and reducing complaints.
    d. Substantiate potential cost savings.
    e. Discuss the marketing benefits where applicable.
    f. Highlight possible risk reductions.
2. Let the personnel see what's involved; explain the process.
    a. Audits of housekeeping procedures, chemicals, equipment, paper, matting, supplies and other materials.
    b. Discuss the basic plan development, which can identify the easy and inexpensive steps, the difficult and costly and a timeline to implement.
3. **ASK FOR THEIR COMMITMENT!** Even the best sales person won't get the order unless they ask for it. If management isn't ready to commit at this time, ask if there would be a time to revisit the program. At the same time suggest you conduct a facility audit so you will have that part of the process already completed when the time is right.

Keep reminding management that the process is dynamic. As you conduct the pilot program you will keep them informed of results and needed changes. And most importantly, continually re-confirm the management and personnel commitment.

Develop an implementation or "green" team –
General thoughts - assemble a team from operations, purchasing, supply management, human resources, vendors, training and occupational safety to develop, implement and assess the green program. Someone from top management will also need to be included on your "green team" in order to demonstrate support and add the "muscle" if needed.

Others you may want to include on your "green team" are building occupants, service contractors and vendors. All of the team members may have specific agendas and concerns so be sure to select a team leader with the ability to communicate, manage multiple priorities and processes and fosters a sense of teamwork.

"Green team" for schools should include – school district representative, school administrator, teacher, plant operations, custodians, teachers, school nurse, parent-teacher organization representative, school board representative, transportation and students.

"Green team" for a healthcare facility should include – administration, nurse, doctor, infection control, purchasing, environmental services, operations, patient advocate group, laundry, food services, transportation and community relations.

The key to selecting your "green team" is finding people with the time and desire to participate in this process.

Evaluate current cleaning products, equipment, procedures and training –
Pick items that you can realistically measure and take action on. Keep it simple and collect data that is readily available and can be communicated easily. The Betco Green Cleaning survey form will assist with the evaluation.

Items to consider:
Inventory cleaning products - review purchasing records and conduct a walk through to survey what is actually being used. Also during the walk through, inventory what "other" chemicals are found and determine how they are brought into the facility. During the survey collect any product, vendor or distributor information concerning the cleaning products including MSDS sheets and review labeling information. Identify any products that have been linked to worker injuries or occupant complaints. Determine alternatives that are environmentally preferable.

Survey all powered cleaning equipment. Identify all equipment used, where it is used, the current condition of the equipment and review the maintenance re-

cords. Determine alternatives that are environmentally preferable.
Survey and inspect all other tools and supplies used in the cleaning process: mops, buckets, wringers, paper, wipers, liners, toilet tissue, etc. Determine alternative tools and supplies that are environmentally preferable.

Evaluate current training programs. Review all training and safety literature and materials. Evaluate and look for compliance with the existing procedures. Determine what adjustments will need to be implemented for the green cleaning program. It will be essential to tell cleaners why a procedure is done a certain way or why a certain product is being used. Let them participate in the planning and implementation of the green cleaning program.

Conduct a general housekeeping walk through. Evaluate the overall quality of the current cleaning and look for problems as well as opportunities for improvement. If the housekeeping is outsourced, get a copy of the current cleaning specifications and look for compliance.

Consider doing a survey of cleaning employees and building occupants for overall satisfaction. This will help you identify specific areas of concern and place proper priorities for the greening program.

Document and review any recycling program in place. Look for evidence that the program is being used and producing the intended results.

Do a survey of building occupants to identify any **people with special needs** or sensitivity to cleaning chemicals.

Below is a partial list of **changes in products and procedures** that could be implemented easily and without significant cost impact:

- Switch to a Green Seal certified cleaner.
- Clean hard floors with a back pack vacuum instead of dust mopping.
- Add or upgrade entrance mats.
- Switch to recycled paper products and install roll-type dispensers where practical.
- Switch to microfiber mops and dust cloths.
- Implement effective methods of dilution control.
- Add portable spot cleaners and mop and bucket to facilities where spills 1normally occur.
- Purchase products with high post-consumer recycled content.
- Use floor finishes without heavy metal ingredients.
- Limit use of disinfectants to critical and required areas.

Establish an effective communication system between building employees and building occupants –
Successful implementation of a stewardship plan depends on everyone understanding and carrying out their individual parts of the green cleaning plan. Therefore, your central communications goal is to ensure everyone understands their roles and responsibilities. The better they understand the overall plan and how their efforts fit into the success of the plan, the more likely you are to succeed.

The general guideline for most of the communications is to be positive. Introducing a green cleaning program should send the message that you are trying to make the building better and not that the building was bad that needed to be fixed.

A best practice suggestion for successful implementation is developing an overall theme or brand for the green cleaning program. Encourage participation from all segments, management to employees to occupants, in the naming of the new program or in the expansion of a current program. Also it is helpful to **create a mission and/or vision statement** which will give focus and importance to the green cleaning program.

Let everyone know what is going to happen, why it is going to happen, when it is going to happen and encourage feedback for everyone on a continual basis. The following are helpful hints for a successful communication plan.

Introduction of the green cleaning program – tell people about how important cleaning is in general. Many of your building's occupants probably think of cleaning as little more than pulling the trash, replacing the paper towels and vacuuming up the stray bits of paper on the carpet. This is your chance to really explain the value of cleaning in general. You can emphasize how green cleaning with enhance their health and the indoor/outdoor environment.

Stress improvement – you need to explain how the products, services, procedures and strategies in the plan reduce the impact on the health of the employee, building occupant and visitor and the environment will be positively effected. Everyone wants to know "what's in it for me".

Setting expectations – set realistic expectations from the beginning; it won't be perfect but we can make it better. People (employees or occupants) you have identified that suffer from asthma, allergies or other respiratory problems, may think the new program will fix everything. You need to emphasize the green cleaning program will make things better but you can't make them perfect.

Explaining the changes – what are you doing differently and why is that better for employees and occupants. Highlighting the benefits derived from new equipment, chemicals, supplies and procedures being implemented will yield a long list o potential communication points.

On-going communication – the initial communications explained what, why and how the green cleaning program will be implemented and effect employees and building occupants. After implementation you will want to continue your positive communication process by letting people know when you're planning to conduct major cleaning activities that they are likely to smell, see, hear, notice or otherwise be affected by. The key is to let them know before the project occurs, don't wait for them to complain about it. Examples would be – scrub and recoating, stripping and recoating, carpet spotting, shampooing or extracting, application of pesticides, fertilizers or weed killers, wall washing, ceiling tile cleaning, deep cleaning of restrooms or other major projects.

Examples of ways to communicate your message are: newsletters, news releases, bulletin board information, company Intranet information, posters, periodic emails, provide means for communicating questions or comments, anything that will communicate your message. Betco has a number of communication templates for your use included in this module.

Develop a Pilot Plan –
The green team should develop a green cleaning pilot plan based on all the information that they collected and then prioritized in order to make sure that everyone is on the same page. The plan typically covers what products and procedures will be changed, including when those changes will happen and who will be responsible and area(s) affected. Analyze the information and look for the best opportunities for improvement. As you analyze the results of the surveys, prioritize the opportunities. You need to look for and document the changes you propose for products, procedures and other pollution-prevention strategies. The key for your pilot plan is to gain buy-in from your green team and upper management and to show results after you implement each stage.

You don't have to do everything at once. By getting the pilot plan in place, achieving real results and communicating progress, you provide the foundation for the more challenging opportunities and continual improvement.

Priorities for your Pilot Plan:

- **Most immediate results** – strategies that eliminate the most immediate risks to building employees and building occupants or that demonstrate harm to the environment.

- **Greatest potential gain** – changes in products or procedures that yield the greatest health benefits for employees or building occupants.

- **Easiest to demonstrate and measure** – opportunities for improvement that are measurable and demonstrate progress to employees and building occupants.

- **Most cost-effective** – opportunities that produce little visible change but offer measurable cost savings.

The specific points in your plan will depend on the findings from your survey. Normally your plan will address the following topics. The specific recommendations for each area are outlined in the **Betco Green Cleaning Workbook**.
Identifying vulnerable employees and occupants
Cleaning chemicals
Recycling
Floor care
Carpet care
Janitorial paper products
Equipment
Dusting and spot cleaning surfaces
Entryways
Food areas
Restrooms
Indoor plants
Green cleaning training program

Train building occupants – the employees and occupants of your building need training to understand their roles in a successful green cleaning program. Areas of training should include – spills, eating in the workplace, bringing cleaning products from home, locked offices and of course recycling programs.

Monitor results and celebrate success –
Pre-pilot surveys allow you to develop a baseline for staff and occupant response

to cleaning methods and products before starting the pilot. It is now time to make an assessment concerning the pilot program. Use this input to validate your goal accomplishments and re-enforce the benefits of the program. It is important to gain some detailed information about how the green cleaning program has been received and whether it has succeeded at the level of performance. This feedback will provide support for expansion of the pilot to full scale implementation or let you know that there are aspects that need to be worked out before expansion is possible.

- Survey janitorial workers, building occupants or others who may be involved with the pilot to see if they have any issues or concerns about using the new products, tools or procedures.

- Use the results of your surveys to identify those items that are highly successful and to flag those which did not work as well and need to either be readdressed or dropped in future efforts.

- Make sure to solicit feedback from those who expressed reservations about the pilot to ensure that they feel heard and respected.

- Communicate the progress of the green program and what the next steps are and who will be affected. Use the same process as before to select the next area(s) for implementation. If it worked before, it will work again.

Make a plan how you will **celebrate the success** of the program and how you will communicate it to the staff, building occupants and the community. Take advantage of opportunities for positive press and staff recognition to set the stage for further implementation. Continue to use previous successful communication tools.

Also develop an **awards program** for employees and occupants who contribute to continuous improvement for offering successful ideas on green procedures or environmentally preferable products.

8. GREEN CLEANING FREQUENTLY ASKED QUESTIONS

Q. What does green cleaning mean?

A. Green Cleaning in its most simplified form is defined as cleaning to protect health while minimizing the effect on the environment.

Q. How can I be sure I am not being duped into buying products that make untrue claims about chemical safeness?

A. Take a good look at the claims the product is making. If it looks like smoke and mirrors, it probably is. Additionally third party certification (i.e. Green Seal) insures an independent unbiased party has reviewed and certified the product.

Q. How can a maintenance manager convince upper building management to go green? What's the best way to demonstrate environmental needs?

A. Green program equals healthier employees, more satisfied tenants. A green commitment means a closer look at your overall cleaning program which will result in lower costs, greater productivity and less employee turnover. For example, compare the cost of a scrub and recoat procedure versus an entire strip out.

Q. What can being LEED certified do for my facility?

A. Excellent exposure for your facility, a commitment to your tenants. Generally LEED buildings can offer a higher rate per square foot than their conventional counterparts.

Q. How can I get started with a green cleaning program?

A. Start small, identify major impact areas and suggest to upper management a pilot test program with one building or one floor or one hallway...

Q. Where can I go to obtain information concerning green cleaning?

A. Several websites have excellent detailed information. To name a few: www.greenseal.org, www.usgbc.org, www.newdream.org,

Q. How can I find a distributor that will help me implement a green cleaning program?

A. Go to www.betco.com and search for a Betco Gold Distributor in your area.

Q. How much more will a green cleaning program cost me?

A. Overall you will save money, when you institute an entire green program, by looking at ways to be more productive and truly analyzing your entire cleaning operation.

Q. How do I know that green cleaning products will do as well as my current products?

A. Like anything else, try the products for yourself. The technology has advanced to the point where we can get similar results with green products than by using conventional cleaners.

9. TAKING A SURVEY

The survey should look at all areas of the building to identify existing problems that require immediate remediation. It should also identify areas that may require higher cleaning frequencies or special procedures to prevent potential problems from occurring as well as areas where the cleaning operation can be improved. Be alert to areas of excessive moisture throughout the building, which can support the growth of mold and mildew. Look for condensation on walls, musty odors, damp carpet and water damaged ceiling tiles.

You may find it helpful to have a facility floor plan and a digital camera during your survey.

Always have appropriate personnel conduct and verify the survey results.

The results of the survey will assist in establishing priorities and goals for the Green Cleaning program.

The attached form will assist you in conducting your initial green program survey and periodic monitoring surveys after implementation.

DATE

FACILITY

INSPECTION PERSONNEL

GREEN BUILDING SURVEY

Green Cleaning Policy	Comments/Recommendations
Conditions	
Purchase of sustainable cleaning, hard floor and carpet care – Green Seal, Ecologo, EPA DfE (Y/N)	
Purchase of sustainable cleaning equipment (Y/N)	
Hand hygiene program including washing and sanitizing (Y/N)	
Requirements for staffing and training of maintenance personnel (Y/N)	
Documented, implemented, monitored cleaning procedures (Y/N)	
Method of collecting customer/occupant feedback (Y/N)	
System to rate custodial effectiveness, sidewalk, roads, parking lots dirt present, type of soil (Y/N)	

Current Chemicals – Manufacturer/Distributor	Comments/Recommendations
Conditions	
Floor Care	
GS40 products (Y/N)	
Ecologo (Y/N)	
Carpet Care	
GS37 products (Y/N)	
Ecologo (Y/N)	
Disinfectants	
Ecologo (Y/N)	

General Cleaners

GS37 products (Y/N)

Ecologo (Y/N)

EPA DFE (Y/N)

Odor Control

Low VOC products (Y/N)

Skin Care

GS41 products (Y/N)

Foam soaps (Y/N)

Antibacterial soaps (Y/N)

Lockable dispensers (Y/N)

Bulk fill dispensers (Y/N)

Cartridge fill dispensers (Y/N)

Hand washing program in place (Y/N)

Chemical Management System (Y/N)

Specialty Chemicals

Current Supplies & Equipment – Manufacturer/Distributor	Comments/Recommendations

Conditions

CRI Certified vacuums (Y/N)

CRI Certified extractors (Y/N)

Powered floor equipment – passive/active vacuum systems < 70 db (Y/N)

Scrubbers – adjustable solution control (Y/N)

Propane equipment – high efficiency, low-emission engines with catalytic converters meeting CARB or EOA guides; < 90 db (Y/N)

Gel batteries (Y/N)

Maintenance logs being utilized (Y/N)

Current Towel Manufacturer/Distributor

Made with recycled materials (Y/N)
Made with rapidly renewable resources or tree free fibers (Y/N)

No de-inking using chlorine solvents (Y/N)

No bleaching with chlorine (Y/N)

Using jumbo roll dispensers (Y/N)

Current Tissue Manufacturer/Distributor

Made with recycled materials (Y/N)

No de-inking using chlorine solvents (Y/N)

No bleaching with chlorine (Y/N)

Using jumbo roll dispenses (Y/N)

Current Liner Manufacturer/Distributor

Using high density liners (Y/N)

Using low density liners (Y/N)

Right sized for containers (Y/N)

Double bagging (Y/N)

EPA compliant, 10% post-consumer content (Y/N)

Micro Fiber wiping, dusting and mopping products (Y/N)

Restrooms	Comments/Recommendations

Conditions

Excessive dirt, moisture present in restroom (Y/N)

Leaks or standing water present (Y/N)

Noticeable odors present (Y/N)

Soap dispensers, showers, towel dispensers, exhaust fans, vents, sinks, drains, toilets and urinals are working properly (Y/N)

What is the condition of flooring? What type of flooring is present? Is it sealed? (Y/N) Type of coating.

Touch free urinals, toilets, dispensers (Y/N)

Non-para urinal blocks (Y/N)

Use foam hand soap (Y/N)

Cleaning Closets	Comments/Recommendations

Conditions

Adequate number of cleaning closets presents (Y/N)

Closet is organized, chemicals and equipment are properly labeled (Y/N)

Hazardous items are stored safely (Y/N)

Floor drains are operating properly (Y/N)

Noticeable odors present (Y/N)

Excess moisture or standing water present (Y/N)

Chemical dispensing equipment present and operating properly (Y/N)

Recycling Program	Comments/Recommendations
Written program (Y/N)	
Items recycled – paper, cardboard, plastic, glass, metals, mercury containing light bulbs, batteries Containers in place (Y/N)	
Occupants have been trained (Y/N)	
Containers emptied according to plan (Y/N)	

Storage Areas	Comments/Recommendations
Conditions	
Hazardous materials such as highly flammable, corrosive, reactive, toxic or infectious items present (Y/N)	
Excessive dirt or moisture present (Y/N)	
Doors sealed properly to prevent exhaust from entering building (Y/N)	
Noticeable odors present (Y/N)	
Insects or rodents present (Y/N)	

Stairs and Elevators	Comments/Recommendations
Conditions	
Excessive dirt or moisture present (Y/N)	
Materials stored in stairwell (Y/N)	
Safety concerns (malfunctioning elevators, damaged hand rails, loose or broken stairs).	
Noticeable odors present (Y/N)	
What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.	

Pest Management	Comments/Recommendations
Written policy for Integrated Pest Management (Y/N)	

Building Exterior	Comments/Recommendations
Conditions	
Sidewalk, roads, parking lots – dirt present, type of soil.	
Building exterior damage present if so where?	
Condition of drainage around building	
Drains operating properly (Y/N)	
Condition of dumpsters, insects and rodents present (Y/N)	
Presence of standing water in parking lot (Y/N)	

Building Entrances & Exits	Comments/Recommendations
Conditions	
Evaluate matting systems – scraper mats, foyer mats and inside carpet mats.	
Matting maintenance program present (Y/N), frequency of maintenance.	
Waste receptacles cleaned and emptied (Y/N)	
Glass doors and window coverings are clean and in proper working condition (Y/N)	
Noticeable odors present (Y/N)	
What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.	

Public Areas	Comments/Recommendations
Conditions	
Public telephones, vending machines and light switches are clean (Y/N)	
Waste receptacles cleaned and emptied (Y/N)	
What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.	
Noticeable odors present (Y/N)	

Basements and Crawl Spaces	Comments/Recommendations
Conditions	
Dirt, insects, other pests, or moisture present (Y/N)	
Hazardous materials present (Y/N)	
Drains operating properly (Y/N)	
Vents and filters free of moisture and excess dirt (Y/N)	
Cracks in flooring, foundation or walls (Y/N)	
Noticeable odors present (Y/N)	
What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.	

Mechanical Rooms and Systems	Comments/Recommendations
Conditions	
Excessive dirt and moisture present (Y/N)	
HVAC Filters need to be replaced (Y/N)	
Insects or rodents present (Y/N)	
Hazardous materials present (Y/N)	
Noticeable odors present (Y/N)	
Vents and exhaust fans clean and operating properly (Y/N)	

Garages and Loading Docks	Comments/Recommendations

Conditions

Excessive dirt or moisture present (Y/N)

Hazardous materials such as highly flammable, corrosive, reactive, toxic or infectious items present (Y/N)

Doors sealed properly to prevent exhaust from entering building (Y/N)

Insects or rodents present (Y/N)

Noticeable odors present (Y/N)

What is the condition of flooring? Type of flooring is present? Is it coated? (Y/N) Type of coating.

Office and Work Areas	Comments/Recommendations

Conditions

Excessive dirt, clutter or storage of food present (Y/N)

What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.

Closets contain excess dirt or moisture (Y/N)

Water damage present in ceiling tiles (Y/N)

Telephones, door knobs and light switches clean and operating properly (Y/N)

Noticeable odors present (Y/N)

Trash receptacles cleaned and emptied (Y/N)

Food Areas	Comments/Recommendations
Conditions	
Excessive dirt, moisture or open food containers present on counters, tables, floors, cabinets, refrigerators and area under sinks (Y/N)	
Presence of insects and rodents (Y/N)	
Floor drains operating properly (Y/N)	
Trash receptacles are covered and emptied daily (Y/N)	
Noticeable odors present (Y/N)	
What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.	

Roof Areas	Comments/Recommendations
Conditions	
Exhaust fans and vents clean and operating properly (Y/N)	
Storage of materials present (Y/N)	
Leaks or standing water present (Y/N)	
Screens or barriers are in place to prevent pest entry into the building (Y/N)	

10. RESOURCES FOR INFORMATION FOR THIS WORKBOOK

- Green Seal – www.greenseal.org
- United States Green Building Council (USGBC) – www.usgbc.org
- Canada's Environmental Choice Program – www.environmentalchoice.com
- Environmental Protection Agency (EPA) www.epa.gov/oppt/epp/pubs/cleanfct.pdf
- EPA Design for the Environment (DfE) – www.epa.gov/dfe/
- EPA Comprehensive Procurement Guideline (CPG) – www.epa.gov/cpg/
- EPA's Environmentally Preferable Purchasing – www.epa.gov/epp/
- Healthy Schools Campaign – www.greencleanschools.org
- Collaborative for High Performance Schools (CHPS) – www.chps.net
- Green Guide for Health Care (GGHC) – www.gghc.org
- Hospitals for Healthy Environment – www.h2e-online.org
- ISSA – www.issa.com
- Green Cleaning for Dummies – available from ISSA
- Green Guard – www.greenguard.org
- BSCAI – www.bscia.org
- Stephen Ashkin – SteveAshkin@AshkinGroup.com
- Green Cleaning University – greencleaninguniversity.org
- The Pennsylvania Green Building Operations and Maintenance Manual
- Guide To Green Cleaning from BSCAI

11. GREEN CLEANING CERTIFICATION EXAM

1. Green Cleaning is cleaning to lessen the impact on the employee, building occupants, visitors and on the indoor and outside environment?
   TRUE FALSE

2. A benefit of Green Cleaning is reduced absenteeism?
   TRUE FALSE

3. The Green Seal organization certifies products as being environmentally preferable.
   TRUE FALSE

4. Green finish strippers will take off regular floor finish also?
   TRUE FALSE

5. LEED-EB certification is only for extra big buildings?
   TRUE FALSE

6. Having an entryway matting system with a plan for its maintenance will earn a LEED-EB certification point?
   TRUE FALSE

7. Recycling aluminum can, paper, plastic and glass will earn LEED-EB certification points?
   TRUE FALSE

8. Using micro fiber mops is a Green Cleaning best practice?
   TRUE FALSE

9. Using GS37 certified products is a Green Cleaning best practice?
   TRUE FALSE

10. Identifying building occupants that have special needs or sensitivities to certain chemicals is a Green Cleaning best practice?
    TRUE FALSE

11. Eating more green beans is a Green Cleaning best practice?
TRUE FALSE

12. Always wear the manufacturer's recommended personal protective equipment (PPE) when performing normal duties?
TRUE FALSE

13. Don't worry about reading product label directions?
TRUE FALSE

14. Always use the product with the highest pH value when cleaning?
TRUE FALSE

15. When selecting paper products, select ones with maximum recycled content?
TRUE FALSE

16. Micro fiber mops are only used in tiny little spaces?
TRUE FALSE

17. When selecting vacuum cleaners, select one with a db noise level less than 70?
TRUE FALSE

18. When selecting an auto scrubber, insure the machine has a solution metering device to minimize the amount of liquid applied?
TRUE FALSE

19. When choosing a supplier for Green Cleaning products, select the one that takes you to lunch?
TRUE FALSE

20. When you start a Green Cleaning program, create a team consisting of personnel from many departments?

12. GLOSSARY

Acrylic – type of polymer found in floor finishes.

Acute effect – an adverse effect that develops rapidly from a short term high level exposure to a material.

Alkalinity – useful in removing acidic, fatty and oily soils.

Allergic reaction – an abnormal physiological reaction to chemical or other stimulus.

All purpose cleaner – a detergent suitable for general cleaning duties.

Antimicrobial – an agent which inhibits or destroys bacteria, fungi, protozoa or viruses that are pathogenic.

Asphyxiant – a vapor or gas which can cause unconsciousness or death by suffocation.

Bacteria – single cell microorganisms not containing chlorophyll.

Butyl cellusolve (butyl) – a water soluble solvent frequently used in degreasing products.

Carcinogen – cancer causing agent.

Concentrated chemicals – the undiluted form of a dilutable cleaning product.

Chronic toxicity – adverse affects caused by continuous or repeated exposure to a harmful organism over a period of time equal to ½ of the organism's lifetime.

Corrosion – process of gradual eating away by chemical action.

Cross-contamination (cross-infection) – the process of transferring bacteria from one person or an object to another person.

Design For The Environment (DFE) – EPA's voluntary partnership program which works with industry sectors to improve the performance, health and safety attributes of products.

betco.com

Detergent – synthetic cleaning agent which is useful in physical removal of soils.

Disinfectant – an agent that destroys harmful bacteria and/or viruses on inanimate surfaces. Products making disinfectant claims must be registered with the EPA.

Ecolabeling – A labeling system which helps end users identify green products. The ecolabel ensures the product was evaluated by an independent non-biased third party for performance and environmental attributes.

EcoLogo Program (Canada) – Canada's Ecolabeling program that identifies products and services that are less harmful to users, occupants and the environment.

Ecosystems - An ecological community together with its environment, functioning as a unit.

Environmental impact – the possible adverse effect of the release of a material into the environment as listed in MSDS information.

Environmentally preferable product – A product that has a reduced impact on the health and safety of workers, and the environment compared to traditional products.

Environmental Protection Agency (EPA) – has responsibility to regulate the environmental issues. A governmental branch responsible for safeguarding our nation's land, water, and air resources.

EPA – Environmental Protection Agency. Governmental branch responsible for safeguarding our nation's land, water, and air resources.

Federal Insecticide Fungicide and Rodenticide Act (FIFRA) - products that make claims such as sterilizers, disinfectants, or sanitizers must be registered under this act.

FIFRA – Federal Insecticide Fungicide and Rodenticide Act. Products that make claims such as sterilizers, disinfectants, or sanitizers must be registered under this act.

Flammability – the capacity of a material to ignite easily and burn rapidly.

Flash point – the lowest temperature at which the vapor from a product will ignite.

Fungi (fungus) – vegetable organisms that lack chlorophyll and are filamentous. Fungus includes mold, mildew, yeast and mushrooms.

Fungicide – a chemical agent that destroys fungi.

GS-37 – Green Seal standard for Bathroom Cleaners, General Purpose Cleaners, Glass Cleaners and carpet cleaners.

GS-42 – Green Seal standard for cleaning service providers, including in-house and building contractors, to create a Green Cleaning program that protects human health and the environment.

GS-41 – Green Seal standard for hand cleaners, industrial and institutional, for non anti-bacterial products. This standard does not include products used in households, food preparation operations or medical facilities.

GS-40 – Green Seal standard for floor finishes and floor strippers.

Germicide – any substance that kills germs. Another name for a disinfectant.

Gram positive and gram negative – classification of bacteria by their reaction to staining. A dye is applied to bacteria and those that remain permanently stained are gram positive. If the stain is easily removed they are gram negative. Staph and Strep are examples of gram positive bacteria. Pseudomonas and salmonella are examples of gram negative bacteria.

Green Cleaning – cleaning to safeguard human health while minimizing the impact on the environment.

Green Seal – Non-profit agency that works with manufacturers, industry sectors, purchasing groups and government branches to "green" the production and purchasing chain. Their mission is to achieve a more sustainable world by promoting environmentally responsible production, purchasing and products.

Hazardous material – any substance having the properties capable of producing adverse effects on the health or safety of people.

HEPA filters – "High Efficiency Particulate Arrestance" the filter must retain and filter out all particles from the air that passes through it down to 0.3 microns in size at an efficiency rating of 99.97%.

Infection – a condition in which microorganisms have entered the body and produced an adverse reaction.

Ingestion – taking a substance into the body by mouth.

Inhalation – taking a substance into the body by breathing.

Inorganic – a substance not made of the combination of carbon and hydrogen.

Irritant – something that causes an inflammation reaction in the eyes, skin or respiratory system.

LEED – Leadership in Energy and Environmental Design. Rating system defines green buildings using a common set of standards created by United States Green Building Council.

LEED – EB – USGBC standard for existing buildings

LEED – NC – USBGC standard for new construction

LEED – CI – USGBC standard for commercial and interior projects

LEED – CS – USGBC standard for core and shell projects

LEED – H – USGBC standard for homes and the home building industry

LEED – ND – USGBC standard for neighborhood development

Lethal concentration (LC) – the concentration required to cause death in a given species of animal or plant.

Microfiber – material which provides dramatically more surface area to lift and trap dirt more effectively than traditional cotton fibers,

Microorganisms – plants or animals visible only with the aid of a microscope.

Mildew – a growth, usually white, produced by fungus.

Mold – a woolly growth, produced by fungus.

Molecule – the smallest unit into which a substance can be divided that retains all of the chemical identity of that substance.

Neutral – a chemical state that is neither acidic or alkalie (base); 7 on the pH scale.

Occupational Safety and Health Agency (OSHA) – establishes and enforces laws relating to worker safety.

Pathogen – any disease producing organism.

Pathogenic – disease producing.

Personal protective equipment (PPE) – equipment worn to prevent workers from harmful exposures or conditions.

Pesticide – an agent which prevents, repels, destroys or mitigates pests types include insecticides, disinfectants and sanitizers, rodenticides and herbicides.

pH – a simple chemical scale which expresses the degree of acidity or alkalinity of a solution. The scale runs from 0 to 14. 7 is the neutral point. Numbers below 7 indicate acidity. Numbers above 7 indicate alkalinity.

Pilot project – a test project to assist in implementing a green cleaning program.

Pollutants – waste material that contaminates air, soil, or water.

Post consumer fiber – paper, paperboard and fibrous wastes.

Ready to use chemicals (RTU) – cleaners that are not diluted before use.

Recovered fiber – post consumer content as well as manufacturing wastes from the paper-making process and re-pulped paper and paperboard from obsolete inventories.

Recycled materials – materials that are reused to make other products.

Recycled content – the portion of a container that has been made from reused materials.

Renewable resources – any natural resource that can replenish itself naturally over time, as wood or solar energy.

Sanitizer – an agent that reduces the number of bacteria to a safe level but does not completely eliminate them, as judged by public health requirements.

Solvents – substances used to solubilize other materials.

Source reduction – refers to any change in the design, manufacture, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they become municipal solid waste.

Surfactant – surface-active-agent which increases the emulsifying, foaming, dispersing, spreading and wetting properties of a product.

Sustainability – products and procedures that will maintain human health, the environment and facilities for future generations.

Toxic – substance causing adverse effects in the body like a poison.

United States Green Building Council (USGBC) – non-profit agency that addresses the significant impacts of building design and operation on human health and the natural environment.

Use dilution – the final concentration at which a product is used.

USGBC – United States Green Building Council – non-profit agency that addresses the significant impacts of building design and operation on human health and the natural environment.

Virucide – a chemical agent that kills viruses.

Volatile – that part of a product that evaporates during drying.

Volatile Organic Compound (VOC) – measure of ingredients that release into the air that can lead to poor indoor air quality.

For More Information, Contact:

888-GO BETCO
www.betco.com

BETCO.

The Cleaning Edge™

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1001 Brown Avenue
Toledo, Ohio 43607-0127
888-462-3826
email@betco.com

Item #91178-92

#3AB

BETCO® INNOVATIVE CLEANING TECHNOLOGIES

Betco Corporation
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P.O. Box 3127
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800-333-2156

Customer Service:
888-GO BETCO
(888-462-3826)
Fax: 800-445-5056
email@betco.com
www.betco.com

(USE YOUR COMPANY LETTERHEAD) **(NEWS RELEASE TEMPLATE)**

DATE

Subject: XYZ Facility Goes Green,

XYZ Facility is excited to announce that green cleaning is being instituted in all of its buildings. We have chosen Betco's Green Earth Cleaning program. Betco's Green Earth Cleaning program is a comprehensive process that includes cleaning chemicals, procedures and cleaning equipment. Betco's Green Earth Cleaning Program is designed to have a reduced environmental impact while maintaining superior performance. Our program is predicated on cleaning for health and the environment.

Green cleaning creates a better work environment. Studies have shown greater productivity, reduced absenteeism and greater employee retention. Green buildings have better indoor air quality, lower costs by moving to energy efficient products, and longer lasting buildings and a better public image for your facility.

The building owner of XYZ facility realizes the importance of green cleaning and truly is concerned with the health of its tenants and the health of the environment. We will continue to monitor and improve our program in the months and years ahead. This is just the first step of our continuing to find green our building and our community.

#3AE

BETCO® INNOVATIVE CLEANING TECHNOLOGIES

Betco Corporation
1001 Brown Avenue
P.O. Box 3127
Toledo, Ohio 43607-0127
419-241-2156
800-333-2156

Customer Service:
888-GO BETCO
(888-462-3826)
Fax: 800-445-5058
email@betco.com
www.betco.com

(USE YOUR COMPANY LETTERHEAD)

(TENANT/EMPLOYEE NOTIFICATION TEMPLATE)

DATE

Company Name
Address
City, State, Zip Code

Dear Sir or Madam,

You are now (working, living) in a building professionally cleaned with Betco's Green Earth cleaning products. The building owner of this facility realizes the importance of green cleaning and truly is concerned with the health of its (employees, tenants).

Betco's Green Earth Cleaning program is a comprehensive process that includes cleaning chemicals, procedures and cleaning equipment. Betco's Green Earth Cleaning Program is designed to have a reduced environmental impact while maintaining superior performance. The program is predicated on cleaning for health and the environment.

Green cleaning creates a better inside environment. Studies have shown greater productivity, reduced absenteeism and greater employee retention. Green buildings have better indoor air quality, lower costs by moving to energy efficient products, longer lasting buildings and a better public image for the facility.

In the following few we will be using a few different cleaners and equipment. Hopefully, you will also notice a cleaner building and a healthier environment. Green cleaning is a journey. This is just the first step of a continuing process to find greener alternatives for building maintenance. Please feel free to offer your suggestions in how we can create a healthier environment for you and your (co-workers, tenants). We will continue to monitor our performance and institute positive changes to the program.

Sincerely,

Signature
Title
Company Name

CHEMICAL MANAGEMENT SOLUTIONS

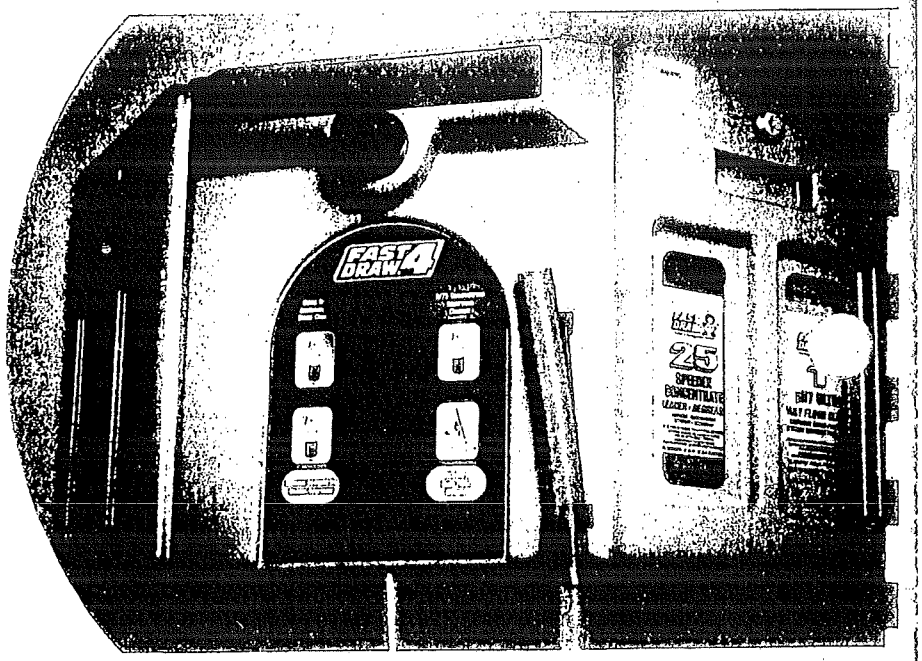
FASTDRAW® COMPLETE

CHEMICAL MANAGEMENT SOLUTIONS

Belco's FASTDRAW® Chemical Dispenser Programs are [illegible] that reduce labor costs, simplify cleaning and provide the right solution for industry professionals.

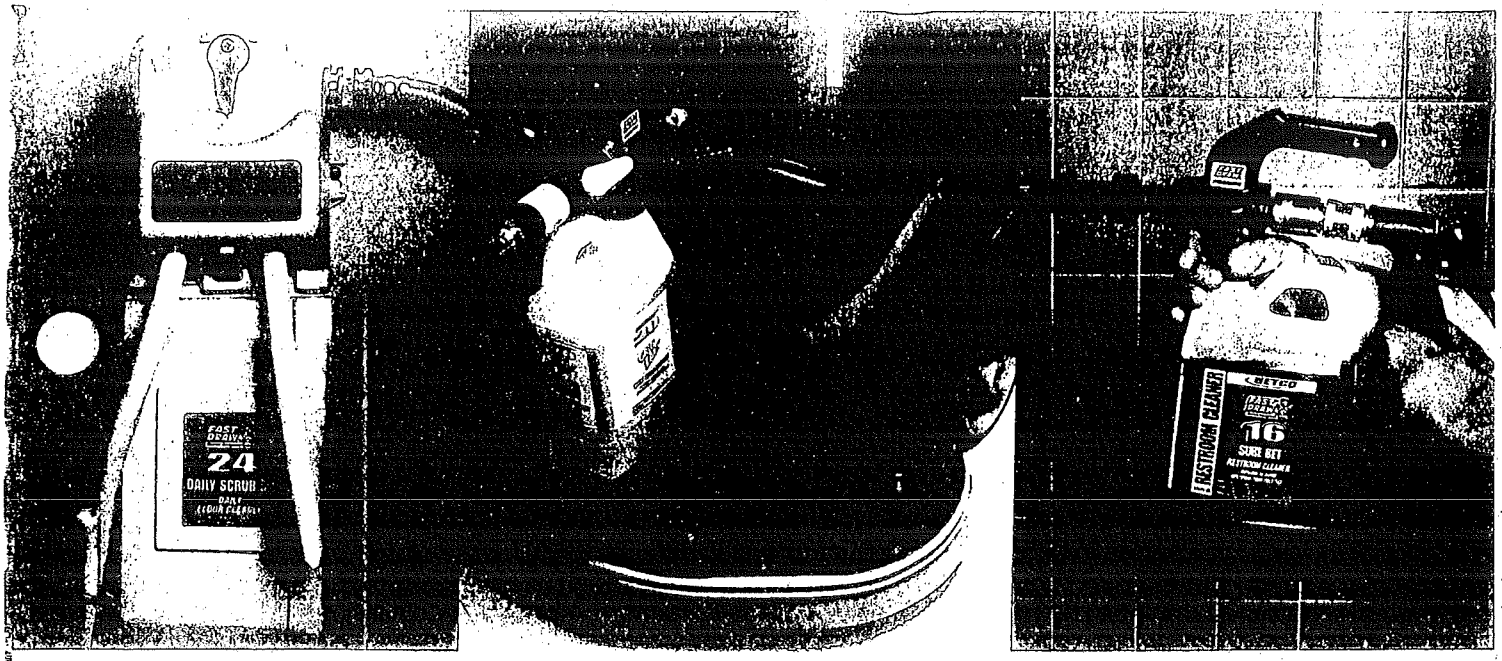
FASTDRAW GUARANTEE

We are so confident that the FASTDRAW® Complete program has the right solution for you, we will gladly offer you a free trial of any one of our FASTDRAW® dispensers.



DISPENSER SELECTIONS

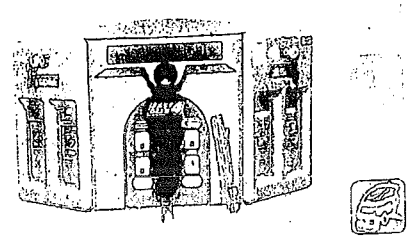
- Lockable
- Portable
- Foaming Applications
- Spray Bottle Application
- Bucket Fill Application
- [illegible]



Each FASTDRAW® dispenser utilizes the same innovative product package that has been specially designed to insure you receive the correct dilution every time.

4 PRODUCT SOLUTIONS

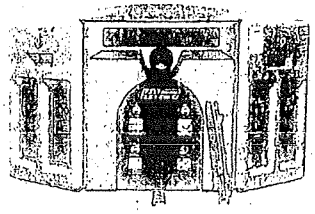
FASTDRAW® 4 lockable dispenser has innovative features such as the industry's first [illegible] mount design and proportioning [illegible] contamination. [illegible]



FASTDRAW® 4
Four Product Dispenser

#91800-00 (3 bottles/1 bucket)
#91825-00 (2 bottles/2 bucket) *#91826-00 (4 bottles)*

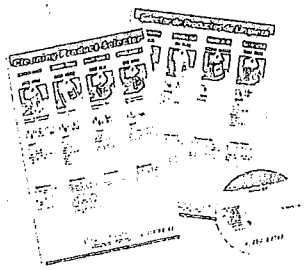
- Dispenses into both spray bottles and mop buckets/automatic scrubbers
- Space saving - mounts on flat wall or in corners
- Locking doors to prevent tampering or theft
- Durable polypropylene construction - suitable for the toughest cleaning environments



FASTDRAW® PEROXIDE DISPENSER
Peroxide Multi-Application Dispenser

Item #91806-00

- Utilizes the Green Earth Peroxide Cleaner product which is Green Seal Certified
- Green technology - 4 individual proportioners prevent any possible chemical contamination
- Space saver - corner mount saves usable closet space
- Utilizes Fastdraw containers with sealed insert to

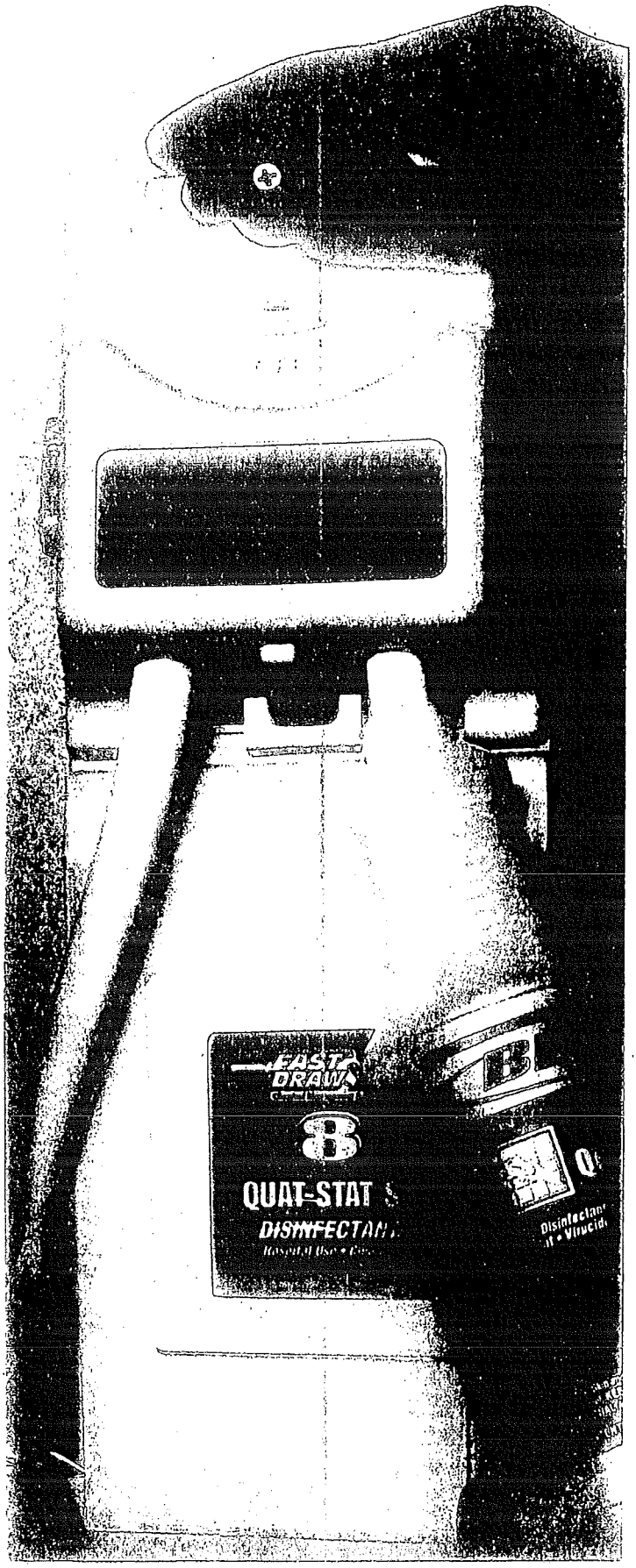


FASTDRAW® WALL CHART PROGRAM
Customizable Wall Chart Creator

Item #91198-00

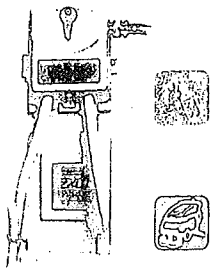
- Simply point and click to create your own unique wall charts
- Available in English, Spanish and French
- Customized logos for your unique facility
- Insures the right product is used for the right application

FASTDRAW®



ADDITIONAL FastDraw® SOLUTIONS

Wall mount, portable and foaming dispensers for your unique cleaning environment. All dispensers with special features designed to meet the unique needs of the end user.

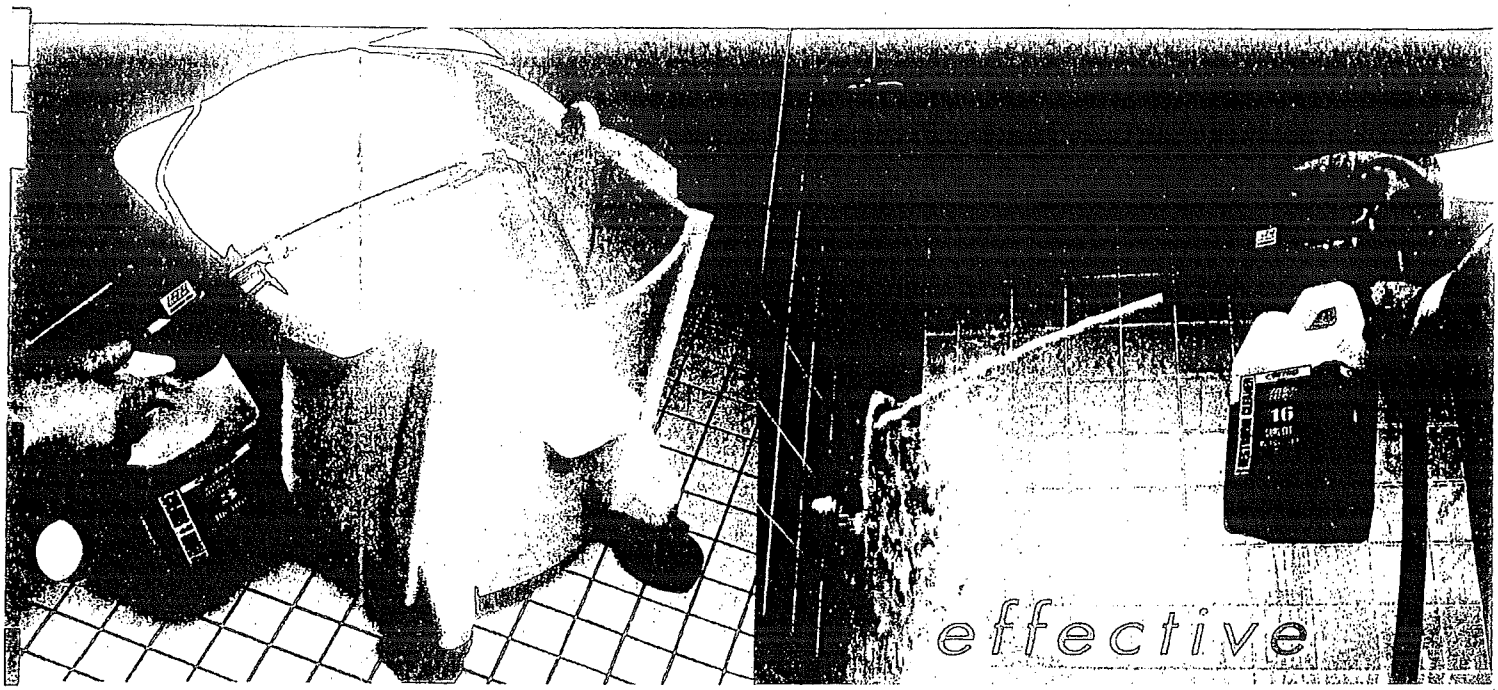


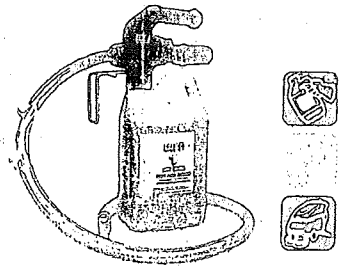
FASTDRAW® 1
Single Product Dispenser

Item #91043-00

- Simple design - bottles slide easily in and out of dispenser
- Small and light-weight - fits in virtually any cleaning environment
- Handy [illegible] safety stop prevents accidental discharge
- Easy to install

BETCO

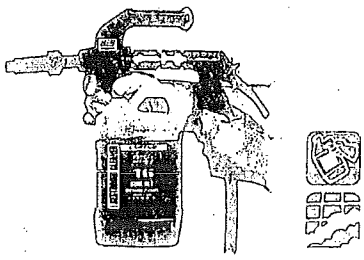




FASTDRAW® PORTABLE BUCKET FILL
Portable Dispenser

Item #91801-00

- Dispenses into mop buckets or automatic scrubbers
- Quick connect for instant water connection
- Easily screws onto Fastdraw bottle
- Small and lightweight - conveniently transports on cleaning carts



FASTDRAW® PORTABLE FOAMER
Foaming Dispenser

Item #91805-00

- Instantly foam down large shower areas
- Gun locks down for continuous foaming action
- Easily screws onto Fastdraw bottle
- Small and lightweight - conveniently transports on cleaning carts

FASTDRAW® PRODUCTS

Fastdraw™ Number & Label Color	PRODUCT NAME • Product Use • Product Category	• Item Number	Gallons of ready-to-use product per 2 liter bottle

ALL PURPOSE CLEANERS / FLOOR CLEANERS

1	**pH7 ULTRA** • Ultra concentrated neutral cleaner for finished floors • Does not dull or damage floor gloss • Daily Floor Cleaner	• #17047-00	136 Gallons
3	**TOP FLITE™** • Use to clean any water washable surface. • Removes hard water stains • All Purpose Cleaner	• #15047-00	34 Gallons
24	**DAILY SCRUB SC** • Heavy duty floor cleaner • Ideal for frequent burnish programs • Daily Floor Cleaner	• #18047-00	136 Gallons

FLOOR / CARPET MAINTENANCE ITEMS

14	**BETCO ONE STEP** • Cleans and restores floors. • Mop on or use through automatic scrubbers. Burnish to restore floors • Cleaner/Restorer	• #61047-00	34 Gallons
15	**FiberPRO® ES-STEAM™** • Powerful cleaning and rinses freely • Low foaming cleaner can be used in all types of extraction equipment • Extraction Cleaner	• #40247-00	136 Gallons
17	**BEST SCRUB** • Ideal for top scrubbing floors. • Non-foaming and residue free • Top Scrub Cleaner	• #67147-00	34 Gallons
22	**EXTREME® ULTRA** • Completely strips floor finish • Requires no rinsing. Has low odor • Floor Stripper	• #19447-00	11 Gallons

GLASS AND SURFACE CLEANERS

5	**CLEAR IMAGE** • Use to clean glass, mirrors and windows. • Does not streak. Evaporates quickly and completely • Glass Cleaner	• #19947-00	34 Gallons
23	**DEEP BLUE** • Removes tough soils from a variety of surfaces • Cleans glass and mirrors without streaking. • Ammoniated Glass Cleaner	• #18147-00	34 Gallons

CLEANERS / DEGREASERS

9	**VELOCITY®** • Removes inks and marker stains from desks, chairs and tables. • Non-butyl and neutral, yet it performs like an alkaline cleaner. • Degreaser	• #19747-00	11 Gallons
10	**CITRUS CHISEL** • Removes oils, greases and fatty soils from floors, walls and equipment • Contains natural citrus solvents for cleaning and deodorizing • Citrus Degreaser	• #16747-00	34 Gallons
25	**SPEEDEX CONCENTRATE** • Aggressive spray and wipe cleaner • Removes the toughest soil and stains from a variety of surfaces • Cleaner/Degreaser	• #52047-00	11 Gallons

DEODORIZER

6	**BEST SCENT** • Eliminates malodors at their source • Use for routine odor control and fabric refresher • Deodorizer	• #23147-00	34 Gallons

RESTROOM / DISINFECTANTS / SANITIZERS

2	**AF79 CONCENTRATE** • Acid free formulation. For use throughout the restroom. • Disinfects as it cleans • Restroom Cleaner	• #33147-00	34 Gallons
4	**pH7Q ULTRA** • Neutral formulation does not damage, dull or haze finished floors. • Meets standard for decontamination of bloodborne pathogens. • Disinfectant	• #32547-00	136 Gallons
7	**AF315** • Pleasant fragrance counteracts the most severe odors • Neutral formulation does not damage or dull finished floors • Disinfectant	• #31547-00	14 Gallons
8	**QUAT-STAT™ SC** • Powerful cleaner and broad spectrum disinfectant. • Meets standard for decontamination of bloodborne pathogens. • Disinfectant	• #34047-00	136 Gallons
16	**SURE BET™** • High foaming for bathrooms, showers, tubs, tile and sinks • A blend of organic and inorganic acids for superior cleaning performance • Restroom Cleaner	• #32447-00	11 Gallons
18	**SANIBET™ 256** • Sanitizes flatware, counters and tables. • Perfect for food service establishments. • Sanitizer	• #34447-00	136 Gallons
NEW! 27	**OXYFECT™ H** • Industry's first peroxide hospital disinfectant. • Clean throughout your facility with this breakthrough product. • Disinfectant	• #35747-00	11 Gallons
NEW! 30	**OXYFECT™ G** • Cleaner disinfectant for multiple applications • Economical concentrate use @ 2 oz /gallon. • Disinfectant	• #38247-00	34 Gallons

GREEN PROGRAM

11	**GREEN EARTH® PEROXIDE CLEANER** • Versatile cleaner for use on carpets, glass, floors, tile and grout. • Non-fuming, noncorrosive, will not discolor or stain clothes or surfaces.	• #33647-00	34 Gallons
12	**GREEN EARTH® NATURAL ALL PURPOSE CLEANER** • Environmentally preferable all purpose cleaner. • Made from all natural ingredients oranges, coconuts, pine and soy.	• #19847-00	34 Gallons
13	**GREEN EARTH® NATURAL DEGREASER** • Environmentally preferable degreaser made from natural ingredients. • Versatile product cleans and degreases leaving no residue.	• #21747-00	11 Gallons
19	**GREEN EARTH® GLASS CLEANER** • Use on glass and mirrors. Non-streaking, fast evaporating formula. • No 2-butoxyethanol or ammonia.	• #53547-00	34 Gallons
20	**GREEN EARTH® DAILY FLOOR CLEANER** • Non-streaking, non-hazing daily use cleaner for finished floors • Fragrance free for use in sensitive work areas.	• #53647-00	136 Gallons
21	**GREEN EARTH® DAILY DISINFECTANT CLEANER** • Neutral formulation makes it safe for finished floors. • Meets standard for decontamination of bloodborne pathogens.	• #53747-00	136 Gallons

This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential.

For More Information, Contact:

BETCO®

888-GO BETCO
www.betco.com

The Cleaning Edge™

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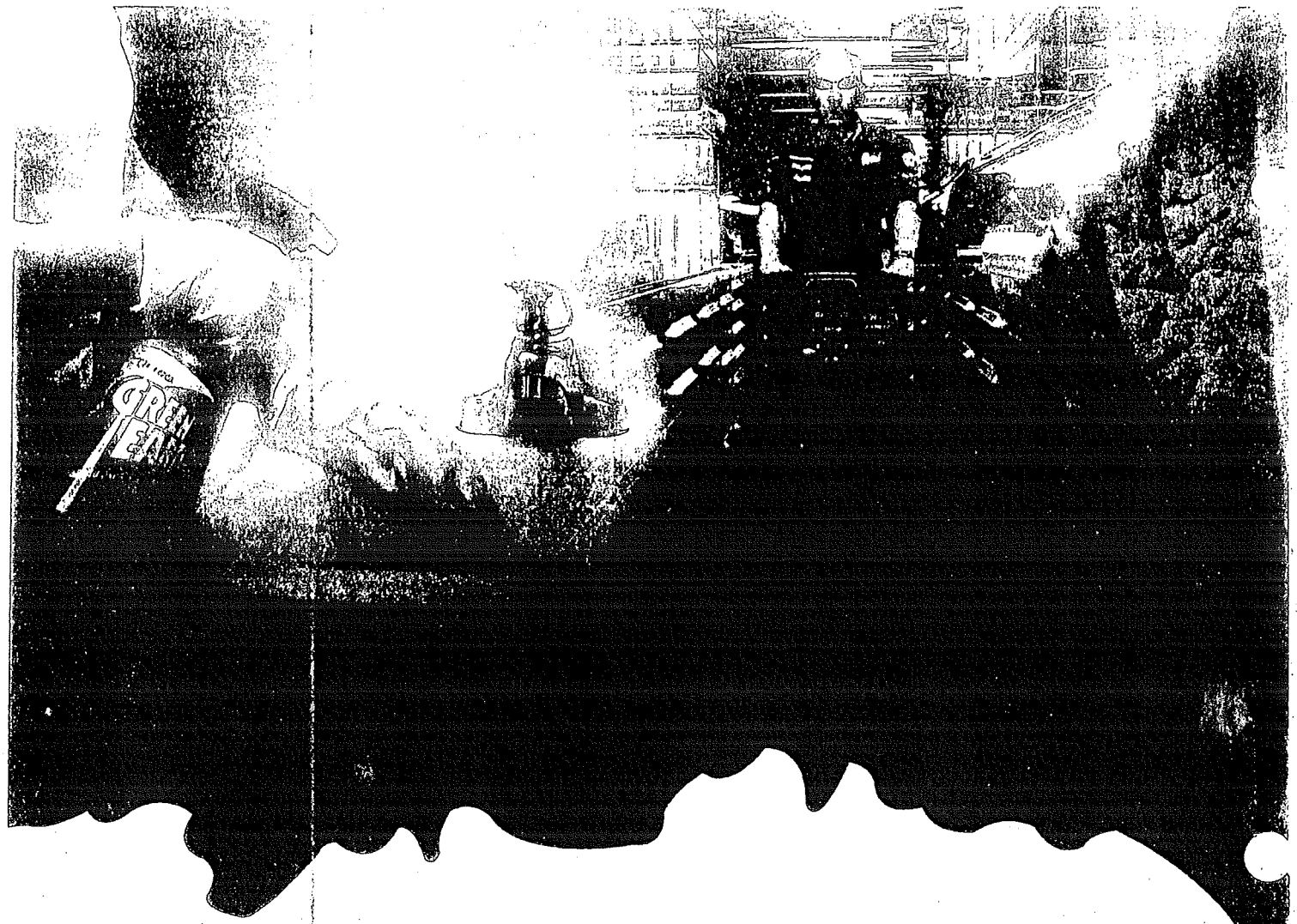
Toledo, Ohio 43607-0127
888-462-3826
www.betco.com

Item #91810-02

BETCO®

GREEN SOLUTIONS



Green Cleaning Leadership Since 1990

Betco's Green Leadership Position started in 1990 with the introduction of our first Green Earth® Chemical Management System and continues today. All products in the Green Earth® Chemical Program have environmentally preferable attributes improving both our inside and outside environment.

Betco's Green Earth® Cleaning Programs consists of products, procedures and equipment designed to have a reduced environmental impact while maintaining superior performance. The Green Earth® Cleaning Program is specially designed for [illegible] make an immediate impact. Our program is predicated on cleaning for health and the environment.

Since 1990 Betco has [illegible]

Hard Floor Application

Carpet Application

Spray Bottle Application

Bucket Fill Application

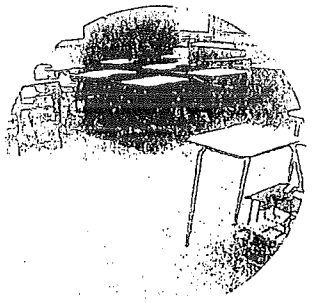
Autoscrubber Application

Portable Application

Foaming Application

GREEN EARTH®

Green

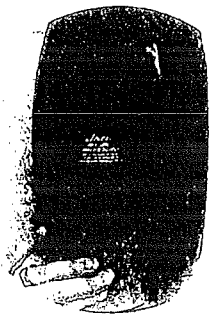


Betco's Green Earth® Formulations

- No 2- butoxyethanol (butyl), no alkyl phenol ethoxylates (APEs)
- No alkaline builders.
- Diluted concentrates have pH less than 10.0
- Non-carcinogenic ingredients.
- Non-combustible products.
- Low skin, eye and respiratory irritation potential.

Betco's Green Earth® Environmental Standards

- Use solution does not contribute to smog formation.
- No ozone-depleting substances.
- Primary Packages are recyclable.
- No heavy metals to disturb natural waste stream



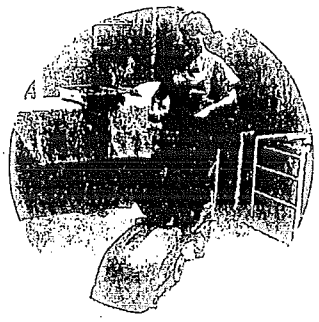
GREEN AFFILIATIONS

GREEN SEAL CERTIFIED

healthy schools campaign GREEN TEAM CORPORATE AFFILIATE

ISSA CIMS

ACIRI CLEANING INDUSTRY RESEARCH INSTITUTE



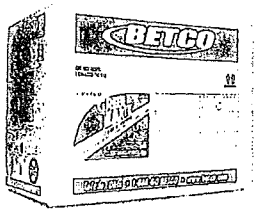
GREEN CLEANING PROGRAM

GREEN FLOOR CARE PRODUCTS

Extend the Life of Your Floor!

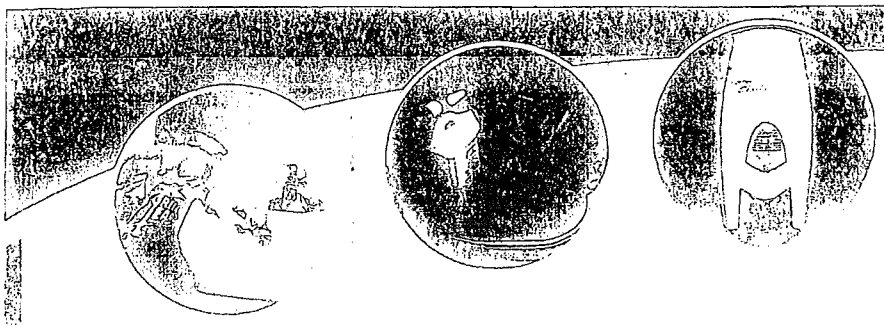
33647-00 (2L)
33604-00 (1 gal.) / 33655-00 (55 gal.)

54245-00 (2L) / 54204-00 (1 gal.)
54239-00 (5 gal.) / 54255-00 (55 gal.)



54104-00 (1 gal.)
54139-00 (5 gal.) / 54155-00 (55 gal.)

Item # / Product	Benefits / Features	Fragrance / Color	Dilution / Coverage	Size / Case
54245-00 / 54204-00 *54239-00 / 54255-00* GREEN EARTH® Floor Finish	*For use on all types of resilient tile flooring.* • Durable long-lasting finish. • High gloss look and low odor formulation. *"This product meets the Green Seal™ environmental standard for industrial and institutional floor care products based on its reduced human and aquatic toxicity and reduced smog potential".*	Fragrance Free Opaque White	2000 - 3000 sq. ft./gal.	2 - 1.25 gal./cs. (QuickCoat® II) 4 - 1 gal. (3.78 L)/cs. 5 gal. (18.9L)/BIB 55 gal. (208L)/Drum
54104-00 / 54139-00 / 54155-00 GREEN EARTH® Floor Stripper	*Suitable for stripping floors in any setting.* • Removes green and conventional finishes. • Low odor, rinse free and low foaming formula. *"This product meets the Green Seal™ environmental standard for industrial and institutional floor care products based on its reduced human and aquatic toxicity and reduced smog potential".*	Fragrance Free Clear	Concentrate 1:4	4 - 1 gal. (3.78 L)/cs. 5 gal. (18.9L)/BIB 55 gal. (208L)/Drum
33647-00 / 33604-00 / 33655-00 GREEN EARTH® Peroxide Cleaner	*Cleans carpets with no residue.* • Excellent carpet spotter. • Perfect prespray before extraction. • Neutral pH prevents alkaline buildup. *"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners (GS-37) based on its reduced human and aquatic toxicity and reduced smog potential"*	Mint Fragrance Clear	Concentrate 1:20	4 - 2L/cs. (EasiDew) 4 - 1 gal. (3.78 L)/cs. 55 gal. (208L)/Drum



GREEN CLEANERS AND DEGREASERS

Versatile Products...Healthy Buildings

53647-00 (2L) / 53637-00 (4L)
53639-00 (5 gal.) / 53655-00 (55 gal.)

53747-00 (2L)
53704-00 (1 gal.)

19847-00 (2L) / 19837-00 (4L)
19804-00 (1 gal.) / 19839-00 (5 gal.)

53547-00 (2L) / 53537-00 (4L)
53504-00 (1 gal.)

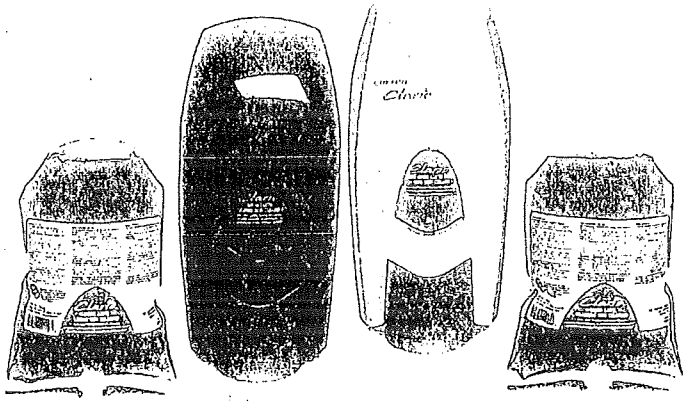
33647-00 (2L) / 33604-00 (1 gal.)
33655-00 (55 gal.)

21747-00 (2L) / 21704-00 (1 gal.)
21739-00 (5 gal.) / 21755-00 (55 gal.)

Item # / Product	Benefits / Features	Fragrance / Color	Dilution / Coverage	Size / Case
53647-00 / 53637-00* *53639-00* / 53655-00* GREEN EARTH® Daily Floor Cleaner	*Removes soil from highly polished floor surfaces.* ◦ Fragrance free for use in sensitive cleaning areas. ◦ Maintains high gloss. Use with a mop bucket or scrubber. *"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog potential".* [9]	Fragrance Free Yellow	Concentrate 1:256	4 - 2L/cs. (FastDraw®) 2 - 4L/cs. (Green Earth®) 5 gal. (18.9L)/BIB 55 gal. (208L)/Drum
53747-00 / 53704-00 GREEN EARTH® Daily Disinfectant Cleaner	*Neutral product cleans and disinfects in one step.* ◦ Excellent disinfectant for finished and non-finished floors. ◦ Broad spectrum disinfectant claims, virucidal and bactericidal. ◦ Kills antibiotic resistant organisms including MRSA and VRE.	Lemon Fragrance Light Amber	Concentrate 1:256	4 - 2L/cs. (FastDraw®) 4 - 1 gal. (3.78 L)/cs.
19847-00 / 19837-00 / 19804-00 *19839-00 / 19855-00* GREEN EARTH® Natural All Purpose Cleaner	*Effectively removes soil from practically any surface.* ◦ Formulated with ingredients derived from natural sources. ◦ Streak-free cleaning.	Natural Citrus Fragrance Amber	Concentrate 1:64	4 - 2L/cs. (FastDraw®) 2 - 4L/cs. (Green Earth®) 4 - 1 gal. (3.78 L)/cs. 5 gal. (18.9L)/BIB 55 gal. (208L)/Drum
53547-00 / 53537-00 / 53504-00* GREEN EARTH® Glass Cleaner	*Streak free performance without butyl or ammonia.* ◦ Glass/mirror. Fragrance free for use in sensitive cleaning areas. *"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog potential".* [9]	Fragrance Free Blue	Concentrate 1:64	4 - 2L/cs. (FastDraw®) 2 - 4L/cs. (Green Earth®) 4 - 1 gal. (3.78 L)/cs.
33647-00 / 33604-00 / 33655-00 GREEN EARTH® Peroxide Cleaner	*Versatile product can be used throughout the facility.* ◦ Ideal for showers, tubs, and chrome. ◦ Cleans and brightens tile and grout surfaces. *"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners (GS-37) based on its reduced human and aquatic toxicity, and reduced smog potential".*	Mint Fragrance Clear	Concentrate 1:20	4 - 2L/cs. (FastDraw®) 4 - 1 gal. (3.78 L)/cs. 55 gal. (208L)/Drum
21747-00 / 21704-00 *21739-00 / 21755-00* GREEN EARTH® Natural Degreaser	*Powerful degreaser removes tough soils and greases.* ◦ Formulated with ingredients derived from natural sources. ◦ Spray and wipe degreasing action. ◦ Use with automatic scrubber for resilient or concrete floor cleaning.	Lemon Fragrance Green	Concentrate 1:20	4 - 2L/cs. (FastDraw®) 4 - 1 gal. (3.78 L)/cs. 5 gal. (18.9L)/BIB 55 gal. (208L)/Drum

READY-TO-USE AND SKIN CARE

Powerful Cleaning Formulas in a Convenient Package



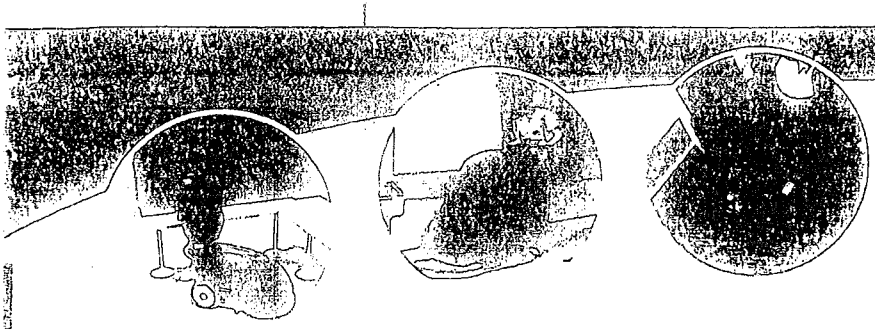
91820-00 (Black Lotion) / 91822-00 (Black Foam) / 91819-00 (White Lotion) / 91821-00 (White Foam)
78029-00 (1000 mL) / 78129-00 (1000 mL)

21812-00 (1 quart)

32912-00 (1 quart)

30912-00 (1 quart)

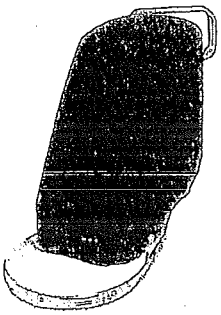
Item # / Product	Benefits / Features	Fragrance / Color	Dilution / Coverage	Size / Case
21812-00 **GREEN EARTH® RTU Degreaser**	***Powerful degreaser removes tough soils and greases.*** • Formulated with ingredients derived from natural sources. • Natural cleaning with soy, oranges, coconut and pine.	Lemon Fragrance Green	Ready-To-Use	12 - qts. (946 mL)/cs.
32912-00 **GREEN EARTH® RTU Peroxide Cleaner**	***Versatile product can be used throughout the facility.*** • Ideal for showers, tubs, and chrome. • Cleans and brightens tile and grout surfaces. • Carpet spot remover.	Mint Fragrance Clear	Ready-To-Use	12 - qts. (946 mL)/cs.
30912-00 **GREEN EARTH® RTU Restroom Cleaner**	***Powerful restroom cleaner without harsh acids.*** • For showers, tubs, and toilets. • Removes the toughest soap scum and mineral deposits.	Mint Fragrance Green	Ready-To-Use	12 - qts. (946 mL)/cs.
91819-00 / 91821-00 / 91820-00 / 91822-00 **CLARIO™ Skin Care Dispensers**	• Clario™ dispensers offer the unique ability to utilize both liquids and foam in one dispenser.	White Dispenser Black Dispenser	N/A	12 dispensers/cs.
78029-00 **CLARIO™ GREEN EARTH® Lotion Skin Cleanser**	***Rich, yet gentle formula/certified Green Seal SC-41.*** *"This product meets the Green Seal™ environmental standard for institutional hand cleaners based on its reduced human and aquatic toxicity and reduced smog production potential".*	Natural Garden Fragrance Green	Ready-To-Use	6 - 1000 mL/cs.
78129-00 **CLARIO™ GREEN EARTH® Foaming Skin Cleanser**	***Rich, yet gentle formula/certified Green Seal SC-41.*** *"This product meets the Green Seal™ environmental standard for institutional hand cleaners based on its reduced human and aquatic toxicity and reduced smog production potential".*	Natural Garden Fragrance Green	Ready-To-Use	6 - 1000 mL/cs.



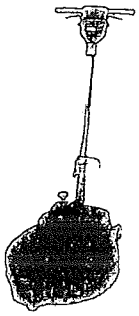
GREEN EQUIPMENT

Automatic Scrubbers and Burnishers
A Higher Level of Clean

E83039-00 GENIE™ APS



E12601-00 XT3 21



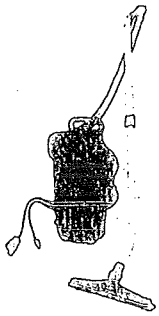
E83018-00 CREWMAN™ DC2000

Item # / Product	Uses / Features	Productivity	Dimensions
E83039-00 GENIE™ APS All Purpose Automatic Scrubber	*Use for daily scrubbing of VCT, resilient, concrete, textured/grooved floors.* • Compact size cleans where other equipment can't; goes anywhere a mop and bucket can go. • Low 65 dB noise level is ideal for use in occupied spaces. • Onboard charger with maintenance free battery.	Up to 10,000 sq.ft/hr.	Length: 35" Width: 17" Height: 17" storage position Height: 44" upright position
E12601-00 XT3 21 Battery Burnisher	*Use for dry and restorative burnishing.* • Outperforms traditional battery burnishers, safer and more cost effective than propane burnishers. • Low 70 dB noise allows use during normal business hours. • Onboard charger with maintenance free batteries.	Up to 24,000 sq.ft/hr.	Length: 56" Width: 24.5" Height: 40.5
E83018-00 CREWMAN™ DC2000 Dust Control High Speed Burnisher	*Use for dry and restorative burnishing.* • Features highly effective dust control captures airborne particulate. • Low 70 dB noise level ideal for occupied spaces. • Easy adjust pad pressure optimizes burnish performance.	Up to 10,000 sq.ft/hr.	Pad size: 20"

GREEN EQUIPMENT

Ergonomic and Productive Vacuums and Extractors

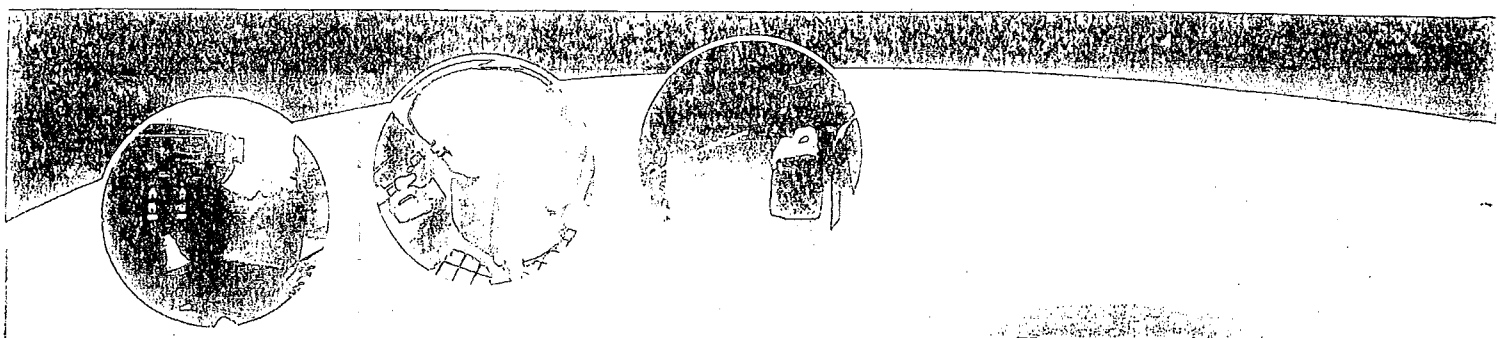
E87304-00 FiberPRO® 8



E85903-00 BAC PAC LITE

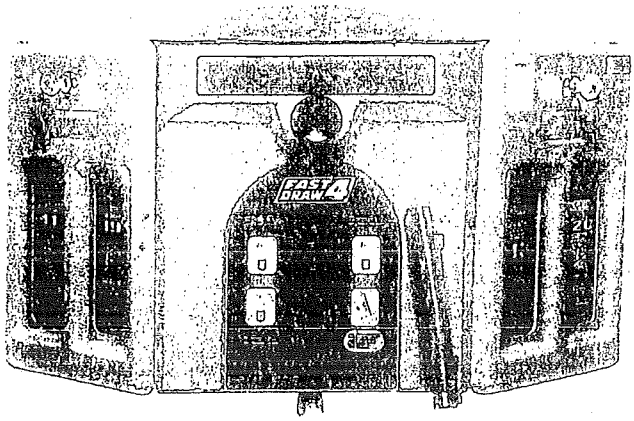
E85806-00 / E85807-00
DM1400T / DM1800T

Item # / Product	Uses / Features	Productivity	Dimensions
E85903-00 BAC PAC LITE 5 Liter Bac Pac Vacuum	***Residential, commercial carpet, office partitions, blinds, draperies, vent and duct cleaning.*** ◦ Lightweight ergonomic design helps prevent operator fatigue. ◦ HEPA filtration, filters out 99.97% of contaminants @ 3 microns. ◦ Less than 70dB sound level, ideal for use in occupied spaces.	Floor: 7,500 sq. ft./hour Stairways: 2,900 sq. ft./hour Partitions: 2,200 sq. ft./hour	Height: 22.5"
E85806-00 / E85807-00 DM1400T / DM1800T Dual Motor Upright Vacuum	***Use for carpet, blinds and upholstery vacuuming.*** ◦ Powerful dual motor system optimizes cleaning, includes onboard tool kit with telescoping wand. ◦ Optional HEPA filter, filters out 99.97% of contaminants @ 3 microns. ◦ Less than 70dB sound level, ideal for use in occupied spaces.	14" - 3,300 sq. ft./hour 18" - 4,000 sq. ft./hour	Length: 10" Base Width: 14" / 18" Height: 47.5" handle upright Height: 6 ¼" handle lowered
E87304-00 FiberPRO® 8 Self Contained Carpet Extractor	*Use for cleaning all types of carpets.* ◦ Deep cleans all types of carpets in a single pass improving maximizing productivity. ◦ Preferred method of cleaning, uses less chemical and allows carpet to dry in less than 24 hrs. ◦ Unique roller support bar evenly balances machine helping reduce operator fatigue.	Up to 2,000 sq.ft/hr.	Length: 41" Width: 17.5" Height: 30"

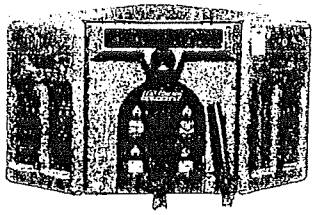


CHEMICAL MANAGEMENT

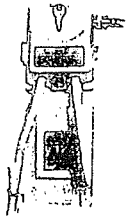
The Right Solution for Green Cleaning



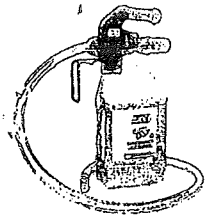
91800-00 FASTDRAW® 4



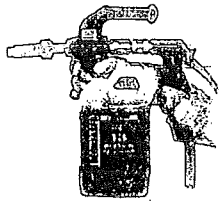
91806-00 FASTDRAW® PEROXIDE



91043-00 FASTDRAW® 1



91801-00 FASTDRAW® BUCKET FILL



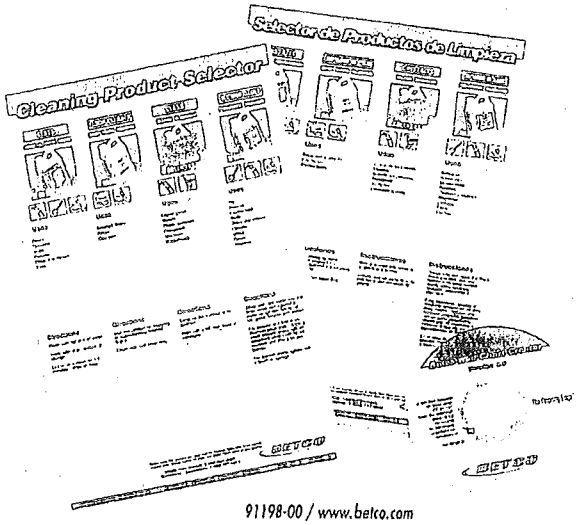
91805-00 FASTDRAW® FOAMER

Item # / Product	Benefits / Features	Gallons of Ready-To-Use Product / 2 L Bottle
91800-00 FASTDRAW® 4 **Four Product Dispenser**	***Smallest 4 product lockable dispenser in the industry.*** • Dispenses into spray bottles, mop buckets, and automatic scrubbers. • Space saving design – mounts on either a flat wall or in a corner. • Locking doors to prevent tampering or theft. • Durable polypropylene construction – suitable for the toughest cleaning environments.	***33647-00 GREEN EARTH® Peroxide Cleaner*** 34 gallons / 2 L Bottle ***19847-00 GREEN EARTH® Natural All Purpose Cleaner*** 34 gallons / 2 L Bottle ***21747-00 GREEN EARTH® Natural Degreaser*** 11 gallons / 2 L Bottle ***53547-00 GREEN EARTH® Glass Cleaner*** 34 gallons / 2 L Bottle ***53647-00 GREEN EARTH® Daily Floor Cleaner*** 136 gallons / 2 L Bottle ***53747-00 GREEN EARTH® Daily Disinfectant Cleaner*** 136 gallons / 2 L Bottle ***End User Bottles available in:*** 33632-00, 19832-00, 21732-00, 53532-00, 53732-00
91806-00 FASTDRAW® PEROXIDE **Four Product Dispenser**	***Clean your entire facility with one product.*** • One product convenience for multiple cleaning applications. • Eliminate possible contamination with new "green" proportioning system. • Space saving design – mounts either on a flat wall or in a corner. • Durable polypropylene construction- suitable for the toughest cleaning environments.	
91043-00 FASTDRAW® 1 **Single Product Dispenser**	***Small and convenient dispenser.*** • Simple design – bottles slide easily in and out of dispenser. • Small and lightweight – fits in virtually any setting. • Newly redesigned safety stop prevents accidental discharge. • Easy to install.	
91801-00 FASTDRAW® PORTABLE BUCKET FILL **Portable Dispenser**	***No wall space, no problem, easily dispenses into mop buckets or scrubbers.*** • Dispenses into mop buckets or automatic scrubbers. • Quick connect for instant water connection. • Easily screws onto FastDraw® bottle. • Small and lightweight – conveniently transports on cleaning carts.	
91805-00 FASTDRAW® PORTABLE FOAMER **Foaming Dispenser**	***The best solution for shower cleaning.*** • Instantly foam down large shower areas. • Gun locks down for continuous foaming action. • Easily screws onto FastDraw® bottle. • Small and lightweight – conveniently transports on cleaning carts.	

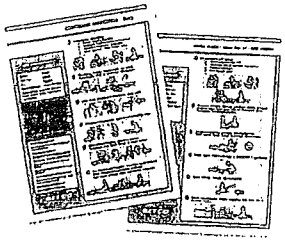
CHEMICAL MANAGEMENT

GREEN TRAINING

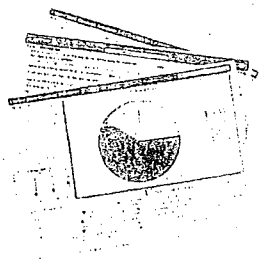
Tools that Make Green Cleaning Easy



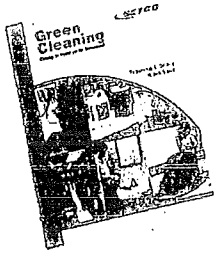
91198-00 / www.betco.com
FASTDRAW® WALL CHART PROGRAM



91263-00 / www.betco.com
TASK CARD PROGRAM



91757-00
BETCO® FACILITY MANAGEMENT ESTIMATOR



91178-92
GREEN CLEANING TRAINING LIBRARY

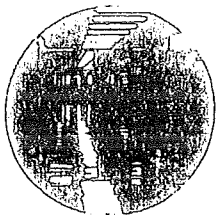
Item # / Product	Benefits / Features	Size / Package
91198-00 / www.betco.com FASTDRAW® WALL CHART PROGRAM Customizable Wall Chart Creator	◦ Simply point and click to create your own unique wall charts. ◦ The ultimate training tool to insure products are used correctly and safely. ◦ Available in English, Spanish and French. ◦ Customized logos for your unique facility.	1 CD/package www.betco.com
91263-00 / www.betco.com TASK CARD PROGRAM Customizable Task Card Creator	◦ Simply point and click to create your own unique task cards. ◦ Available in English, Spanish and French. ◦ Customized logos for your unique facility. ◦ Insures the right product is used for the right application.	1 CD/package www.betco.com
91757-00 BETCO FACILITY MANAGEMENT ESTIMATOR	◦ Quickly and accurately recommends products and equipment for specific tasks and locations. ◦ Help manage your budget. ◦ Side by side comparisons. ◦ Easily create workload information.	1 CD/package
91178-92 GREEN CLEANING TRAINING LIBRARY	◦ Provides background on the different agencies involved in green cleaning. ◦ Discusses criteria for green products. ◦ Includes a green building survey to help assess current practices and recommend improvements. ◦ Comprehensive glossary explains terminology. ◦ Green cleaning practices. ◦ Frequently asked questions. ◦ How to implement a green program	10 workbooks/package

CREATE A HEALTHY LEARNING ENVIRONMENT WITH BETCO'S GREEN CLEANING PROGRAM!

Our extensive training resources insure the correct products and procedures are used consistently.

FLOOR CARE

Shiny floors are a must for any school, but with many traditional products, hazardous materials may be flushed down the drain and into the environment. In addition, many traditional finishes require hazardous strippers to remove the finish. With Betco's Green Earth® Floor Care program, no hazardous materials go down the drain, strip outs can be performed with safer chemistries and you don't have to sacrifice performance!



GREEN CLEANERS

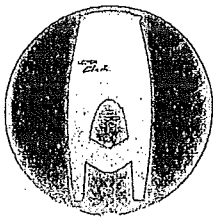
The cleaners used by the custodial staff may have an impact on the students and faculty at the schools. By switching to safer chemistries, without sacrificing performance, children and faculty can perform in a safer environment and may lead to reduced absenteeism.

EQUIPMENT

Use of cleaning equipment can provide substantial labor savings, but we must insure the equipment does not cause potential harm to the user, teachers or students. Betco's line of green equipment include quiet HEPA filter vacuums, a floor finish stripping machine to prevent accidental chemical contact, compact automatic scrubbers that prevent potential contamination from a mop and bucket and battery burnishes which are quiet without propane emissions. All Betco's Green equipment come with gel batteries that eliminate dangerous acid spills.

SKIN CARE

Washing your hands is the most effective way to stop the spread of disease. But the process of continual hand washing can lead to dryness and irritation. With our Clario™ Green Earth® Skin Cleansers, you have two pH balanced products to keep hands clean and free of irritation. In addition, our newest Foaming cleanser encourages kids to wash their hands by dispensing a rich creamy foam every time.



For More Information, Contact:

888-GO BETCO
www.betco.com

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Toledo, Ohio 43607-0127
888-462-3826

THE PORT AUTHORITY OF NY & NJ

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

REQUEST FOR PROPOSALS

TITLE: GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS

NUMBER: 16608

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

PROPOSAL DUE DATE:	**October 20, 2008**	**TIME: 2:00 PM**
QUESTIONS SHOULD BE SUBMITTED BY:	**October 10, 2008**	**TIME: 1:00 PM**
SITE VISIT:	**October 8, 2008**	**TIME: 10:00 AM**
BUYER NAME:	**Kathy Leslie Whelan**	**PHONE#: (212) 435-3929**
		FAX#: (212) 435-3959
		EMAIL:kleslie@panynj.gov

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1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

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

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises and area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The 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 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 agency 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 agency's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

The Port Authority is hereby seeking proposals from qualified firms to provide cleaning services and limited snow removal at New Jersey Marine Terminals, Port Newark, Port Elizabeth and Jersey City, NJ as more fully described herein.

B. Brief Summary of Scope of Work

Provide cleaning services and limited snow removal at New Jersey Marine Terminals, Port Newark, Port Elizabeth and Jersey City, NJ as more fully described herein.

C. Deadline for Receipt of Proposals

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

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

D. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and twelve (12) double sided copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

E. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer at the address or facsimile number listed on the cover page no later than 1:00 p.m. (EST) on October 10, 2008.

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

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

F. Proposal Acceptance or Rejection

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

rejection of a proposal.

G. Union Jurisdiction

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

H. City Payroll Tax

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

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

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

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

A pre-proposal meeting/Site Inspection is scheduled for October 8, 2008 at 10:00 AM. Location is Building 260, Kellogg St, Port Newark, NJ 07114.

A site inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance.

Attendees interested in attending should RSVP to email to nkowalewski@panynj.gov no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

J. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Site Inspection.

These documents were not prepared for the purpose of providing information for Proposers on this RFP but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this RFP. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for inferences or conclusions drawn therefrom. They are made available to Proposers merely for the purpose of providing them with such information, whether or not such information may be accurate, complete, pertinent or of any value to Proposers.

Said documents are as follows: A conformed copy of the current contract, "Cleaning at New Jersey Marine Terminals." (Contract # 4600003808).

K. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom.

Currently the monthly consumption of products at all locations is as follows:

Toilet Tissue	10 cases	36/case
C Fold White Towels	5 cases	2400/case
Pink Pearl Soap	5 cases	10 liter/case

L. Additional Proposer Information

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

M. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits

The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to, to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three categories will be subject to adjustment in the event the Contractor's prices are adjusted as set forth in the contract terms and conditions and any underpayment in any category will be subject to recovery by the Port Authority as set forth in the contract terms and conditions.

2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachments.

3. PROPOSER PREREQUISITES

The Proposer shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in Attachment B, Part IV, Section I of the Standard Contract Terms and Conditions, in the Janitorial Maintenance Program category by the day before the Proposal Due Date. Further, the Proposer shall be pre-qualified by the Port Authority to propose on General Cleaning Contracts with an estimated annual value up to $800,000.

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

4. FINANCIAL INFORMATION

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

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

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

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

present financial condition of the Proposer is at least as good as that shown on the statements submitted.

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

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

5. EVALUATION CRITERIA AND RANKING

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

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the Proposers' management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall include consideration of the
  - Proposer's proposed labor and supervisory staffing,
  - M/WBE sub-contracting plan,
  - Certification of Environmentally preferable Products/Practices
  - On-site management plans and work plan for this Contract,
  - Proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to insurance requirements such as :
    - general liability
    - automobile liability
    - workers' compensation insurance
  - Prior Wage and Health Benefit compliance,
  - Prior compliance with M/WBE subcontracting plan
  - Insurance compliance on other Contracts with the Port Authority and its subsidiaries.

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

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder.
- Preventive Maintenance Program under a factory authorized service to repair all equipment utilized to perform the Contractor's services. The Preventive Maintenance Program should cover all equipment listed in Section S5, Materials, Supplies and Equipment and Section 10, Contractor's Vehicle.
- Experience of Proposer's senior management team in managing employees and conducting employee management programs, including, but not limited to,
  - Security training
  - References for employees
  - OSHA safety training
  - Quality assurance and control programs
  - Disciplinary procedures
  - Staff planning
  - Payroll processing
  - Recruiting procedures and maintenance of a stable workforce
  - Utilization of technological advances in cleaning services
  - Contract management

D. Staffing Management

- The Proposer's plan in performing the service hereunder that will ensure that employees who performed similar roles under a previous Port Authority/PATH Contract at the Facility suffer no diminution in wage rate under the new Contract;
- The Proposer's plan to ensure compliance with the Wage and Health Benefit requirements of this Contract including the quality of the proposed health benefits and other supplemental benefits;
- The Proposer's plan for retaining current employees for this Contract and providing for a stable labor force, including how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the base term of the Contract;
- The Proposer's training and safe work environment plans for this Contract.

E. Background Check Plan

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

6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

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

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

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

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

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

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

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

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

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

1) Dividing the services and materials to be procured into small portions where feasible;

2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;

3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;

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

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

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

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

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

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

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

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

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business and Job Opportunity

("OBJO"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at http://www.panynj.gov/DoingBusinessWith/economic/html/objo.html. In addition, to update your certification file and to advise OBJO of changes to any information, please email these changes to OBJOcert@panynj.gov . Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

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

Recycling Definitions:

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

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

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

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

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

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

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

8. PROPOSAL SUBMISSION REQUIREMENTS

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

A. Letter of Transmittal

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

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

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

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

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

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

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

If an individual: a statement of residence;

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

B. Executive Summary

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

the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

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

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

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Part IV of Attachment B Entitled, " Standard Contract Terms And Conditions of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Proposal

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

1. Cost Proposal
   a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, health benefits and other benefits, overheads, profits, etc. The Cost Proposal should be submitted on Attachment – Part III - Cost Proposal Forms.
   b. In addition, the Proposer shall submit completed Attachments, "Calculation of Hourly Rate" forms, which upon acceptance by the Port Authority shall become part of the Contract and subject to audit in accordance with the Wages, Health and Supplemental Benefits requirements hereunder or established at the time of proposal acceptance.

2. Management Approach

a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

b. The Proposer shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the Proposers submit a staffing plan that maximizes the use of full time employees.

c. The Proposer should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP.

The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to:

- insurance requirements, such as:
  - general liability insurance
  - automobile insurance
  - workers' compensation insurance
- the Proposer's M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- The Proposer's Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/ Practices.

In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at New Jersey Marine Terminals, including how it will determine and maintain performance measurements.

3. Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP

a. The Proposer shall submit a listing of all cleaning Contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. For each Contract listed, include:

- The name and address of the Contracting party
- The locations where the work was performed
- Duration of the Contract
- The approximate dollar amount of the Contract
- The annual staff hours of full and part time labor expended in the performance of the Contract

- A summary of the types of work performed and
- The names, addresses and telephone numbers of the owners
- Representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:

- Their length of service with the firm
- The anticipated function of each person on the Contract
- A summary of the relevant experience of each person listed

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

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

- Cleaning related training
- Security training
- OSHA safety training
- Employee motivation and incentive programs
- Health benefits information programs for employees
- Quality Assurance/Quality Control programs
- Payroll processing
- Recruitment procedures
- Staffing retention plan
- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. Preventive Maintenance Program under a factory authorized service to repair all equipment utilized to perform the Contractor's services. The Preventive Maintenance Program should cover all equipment listed in Section S8, Materials, Supplies and Equipment and Section 12, Contractor's Vehicle.

e. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning and resulting benefits;
- Management of cleaning services in buildings and facilities, of similar size;
- Preventative maintenance program for equipment.

4. Staffing Management

a. **Describe the Proposer's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.**

b. The Proposer shall submit a Wage, Health and Supplemental Benefits Plan for the Contract.

In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified wages, health and other supplemental benefits.

The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

c. Describe the Proposer's employee retention plan for this Contract.

d. Describe the Proposer's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the Contract period.

e. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor

f. Describe the Proposer's training, health benefits and workplace safety programs for this Contract.

5. Contractor Identity Check/Background Screening Plan

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

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

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

G. Acknowledgment of Addenda

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

H Acceptance of Standard Contract Terms and Conditions

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

I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the section of the RFP entitled "M/WBE Subcontracting Provisions."

9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

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

A. Changes to this RFP

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

B. Proposal Preparation Costs

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

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

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

D. Ownership of Submitted Materials

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

E. Subcontractors

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

F. Conflict of Interest

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

G. Authorized Signature

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

H. References

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

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including

modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Purchases of services and tangible 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.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Awards

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

M. Right to Extend Contract

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

N. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation

in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

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

O. No Personal Liability

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

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

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

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

_____
(Company)

_____
(Signature)

_____
(Title)

_____
(Date)

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

ATTACHMENT B

CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES

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PART I –CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

The Contractor agrees to perform janitorial and general cleaning services at the New Jersey Marine Terminals and all related areas, buildings and properties associated therewith as set forth herein, including snow removal, and to furnish all labor, supervision, uniforms, vehicles, equipment, materials, supplies, training and other facilities and do all other things necessary, proper 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 him by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

2. Duration/Escalation

A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about March 1, 2009 on the specific date set forth in the Port Authority's written notice of proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on the day preceding the third (3) anniversary thereof (said date referred to herein as "the Expiration Date").

B. The Port Authority shall have the right to extend this Contract for one (1) three (3) year period from the Expiration Date (hereinafter referred to as the "Option Period") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions, subject only to the adjustment of charges as hereinafter provided.

C. For the first, second and third years of the Option Period exercised hereunder, the Port Authority shall adjust the lump sum and unit prices inserted by the Contractor on the Cost Proposal Form as hereinafter provided utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of

Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index"). Price adjustment shall not exceed three (3) percent per option year.

D. For the first year of the Option Period, the Price Index shall be determined for the months of August 2010 and August 2011. The prices in effect in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for August 2011 and the denominator of which is the Price Index for August 2010. The resulting products shall be the prices in effect in the first year of the Option Period. Such price adjustment shall not exceed three (3) percent.

E. For the second year of the Option Period, the Price Index shall be determined for the months of August 2011 and August 2012. The prices in effect in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2012 and the denominator of which is the Price Index for August 2011. The resulting products shall be the prices in effect in the second year of the Option Period. Such price adjustment shall not exceed three (3) percent

F. For the third year of the Option Period, the Price Index shall be determined for the months of August 2012 and August 2013. The prices in effect in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2013 and the denominator of which is the Price Index for August 2012. The resulting products shall be the prices in effect in the third year of the Option Period. Such price adjustment shall not exceed three (3) percent.

G. In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it deems appropriate.

H. In the event the prices set forth on the Cost Proposal Form shall be adjusted hereunder, then, simultaneously with such adjustment of the charges, the Hourly Wage and Supplemental Benefits set forth in Section 10 hereof shall each also be adjusted during the option period in the same manner and by the same percentage as set forth above for the prices on the Cost Proposal Form. The Contractor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions hereof in connection therewith. In the event that the Price Index is not available for any specified month as herein above set forth within the time set forth for payment, the Price Index for the latest month then published shall be used to constitute the Price Index.

I. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term, or Option Period if exercised, subject to the same terms and

conditions then in effect. The prices quoted by the Contractor for the third year of the Base Term, or third year of the Option Period, as applicable, shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the applicable Expiration Date that the Contract term is so extended.

3. Payment

a. 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 lump sum prices and the actual quantities of services performed and the respective unit prices thereof inserted by the Contractor in the Cost Proposal Form, subject to the adjustment provisions hereof, 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 Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Contractor shall invoice the Port Authority for one twelfth (1/12) the Annual Lump Sum Prices for said services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services, Policing Services, Policing Services at Auto Marine Terminal and Guard Booth Cleaning Services performed by the Contractor hereunder, the Contractor shall invoice the Port Authority the applicable prices per hour inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract, times the number of hours expended for such services in such month.

iii) For each item of Extraordinary Cleaning Services performed by the Contractor, the Contractor shall invoice the Port Authority the price per hour, price per square foot, price per flight, or price per each as applicable, for such Services inserted by the Contractor in the Cost Proposal Form for the appropriate Contract Year, as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned, flights cleaned, blinds rinsed or hours of such work performed by the Contractor in such month.

b. The compensation indicated above is full compensation for all Work whatsoever required by this Contract excluding compensation for Extra Work assigned pursuant to the clause entitled "Extra Work," compensation for which shall be in accordance with the provisions of said clause.

c. The annual estimated quantities set forth on the Cost Proposal Form are given solely to enable the Port Authority to make price comparisons. The Port Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor's compensation for unit price work will be computed based on the actual hours expended and/or square feet or flights cleaned or blinds rinsed, as the case may be, as further set forth above.

d. Payment will be made in monthly installments in accordance with the following:

i) The Contractor shall submit to the Manager by the fifth day of the month following the month of commencement of the Contract and on or by the fifth day of each month thereafter (including the month following the termination or expiration of this Contract) a complete and correct invoice setting forth the amount due to the Contractor for the preceding calendar month which amount shall be 1/12 of the Annual Lump Sum Contract Price for routine and periodic cleaning sections and any other work performed during the proceeding calendar month in which billed services were rendered accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Port Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

ii) Payments made hereunder are subject to such adjustments as may be necessitated following Port Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Port Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

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 stop 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.

In the event an audit of received invoices 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.

"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. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when the Manager deems such necessary. "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 Contract Price of this Contract for the entire term of this Contract including extensions thereof.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Form and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

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

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

"Labor" means laborers, mechanics, and other employees below the rank of Supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's Port 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 mean only the employees of one employer.

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

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

The Manager shall have the Port Authority to decide all questions in connection with the Extra Work. 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.

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

5. Liquidated Damages

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the services required hereunder in accordance with the requirements and at the minimum frequencies 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 to the Port Authority shall be liquidated as follows:

A. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A of the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the Unit Price inserted by the Contractor on the Cost Proposal for that item. The Liquidated Damages will be appropriate for the applicable service and year, multiplied by the number of square feet, hours or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed or performed unsatisfactorily, liquidated damages will be computed utilizing the hourly rate for "Policing" multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the work not performed multiplied by two hundred percent (200%). In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

B. If the Contractor fails to satisfactorily perform any Snow Removal Response at the times required by the Manager, then the monthly installment payable hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services then in effect multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are

available.

C. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any Nextel or cell phone device required to be provided to any Lead Cleaner hereunder, the monthly installment payable hereunder shall be reduced by $50.00 for each day or any part thereof during the month when any such cellular phone is not provided and operable.

D. If any Lead Cleaner hereunder fails to respond to cellular phone communication from the Manager within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hour thereafter in which any Lead Cleaner fails to respond.

E. If the Contractor fails to have a Lead Cleaner on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $50.00 per hour for each hour the Supervisor is not on duty.

F. If the Contractor fails to provide to the Manager a written work schedule covering the first three months of the Contract within ten (10) days of the commencement date, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

G. In the event the Contractor fails to provide the information every six months as required in the Section hereunder entitled "Wages, Health and Supplemental Benefits" Section H, then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

H. If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

I. If the any employee of the Contractor hereunder fails to wear the proper uniform, then the monthly installment payable hereunder shall be reduced by $50.00 for each day when such employee is not so properly attired.

J. If the Contractor fails to provide and maintain in good running and operating condition as determined by the Manager any motor vehicle for the exclusive use of the Contractor's personnel for inspections and/or transporting of personnel and/or materials and furnishing services hereunder, then the monthly installment payable hereunder shall be reduced by $150.00 for each day or part thereof during such month which such motor vehicle is not so provided and operable.

K. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any triple action machine, single action machine, electronic floor sweeper, shampoo equipment or other significant item of equipment as determined by the Manager that is required hereunder, then the

monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month which any triple action machine, single action machine, or other significant item of equipment as determined by the Manager is not provided and operable.

L. If the Contractor fails to provide and/ or maintain any snow blower or any major item of snow removal equipment in proper working order as determined by the Manager, the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month, which any such snow blower is not so provided and operable.

M. In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Port Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

Should the Contractor only partially perform any item of work, within an area specifically defined in the Specifications, the Manager shall have the right, in computing liquidated damages hereunder, to base his computation on the total quantity of square feet within said area to which said item of Work applies.

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

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or as a wavier of such right or an election of remedies.

6. Increases and Decreases in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his/her 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 Manager decides to change any frequencies or areas such change shall be by written notice not less than thirty (30) days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Cost Proposal Form (for the applicable Contract Year) for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract). If there is no Unit Price for the service, which is increased or decreased, the hourly rate for Extraordinary Cleaner Services,

will be used multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he shall consider generally accepted industry standards where such are available.

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 the Option Period, 50% for the 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. Authority of the Director

Inasmuch as the public interest requires that the Work to which this Contract relates shall be performed in the manner which the Port Authority, acting through the Director, deems best, the Director shall have absolute Authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Specifications shall be deemed merely his present determination on this point. In the exercise of this Authority, he shall have power to alter the Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

8. Authority and Duties of the Manager

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Manager of the locations as set forth herein and shall perform the Contract to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his 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 personnel to which the Manager objects. Upon request, the Contractor shall confirm in writing any oral order, direction, requirements or determination.

9. 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 - $ 5 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 and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any 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 a provision 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), 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.CIS # 3288N

10. *Wages, Health and Supplemental Benefits*

A. Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Resident Manager, and other administrative personnel performing such duties exclusively.
2) "Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.
3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.
4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.

5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
6) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
7) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.
8) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
10) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.
11) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
13) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee's vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

C. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages
Lead Worker- $14.98 (per hour)
Cleaner - $12.52 (per hour)

D. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Port Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

1) Health Benefits shall be provided to Employees and their families.
2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
    a. up to and including family coverage, as applicable
    b. inpatient hospital services
    c. outpatient surgical facility
    d. emergency room services
    e. prenatal services
    f. well visits/immunizations/routine visits for illness
    g. prescription drug benefit
3) The Cost of Health Benefits shall be as set forth in the Port Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
    i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
    ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
    iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.
7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in

the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.

1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

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

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

H. The Contractor (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

K. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Port Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts

hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

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

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

PART II SPECIFICATIONS

Specific Definitions

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

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, odors from any and all surfaces to the satisfaction of the Manager.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to ensure they are clean.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF OFFICES

The thorough cleaning of offices shall consist of but not necessarily be limited to the vacuuming of all rugs and carpets, the wet mopping of all non-carpeted flooring, the emptying and relining of all trash cans, the emptying of all recycling containers, the spot removal of all stains on rugs, partitions, walls, doors, and glasswork, the dusting of all windows, ledges, blinds and office furnishings, the polishing of all wooden office furnishings a, the cleaning of lighting fixtures, and the dusting of desk tops and spot cleaning of chairs as directed by the Manager

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LAVATORIES

1) Trash containers will be emptied clean, liners inserted.
2) All sanitary receptacles will be clean, both inside and outside, and contain a new liner. All sanitary receptacles will be empty except for a new "liner". All sanitary receptacles will be free of spots, stains, and finger marks. All sanitary receptacles will be free of odors.
3) No trash will be on floor.
4) All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.).
5) All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.
6) The wall surfaces will be free of spots and smears.
7) All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.
8) The plumbing fixtures will be free of mold and water stains.

Cleaning of Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors

- All supply dispensers will be clean and free of finger marks and water spots.
- All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
- All mirrors should be free of streaks, smudges, water spots, dust; lipstick smudges, and should not be cloudy.

- Walls, stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.
- Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.
- Particular attention should be given to area under urinal.

Public Restrooms Buildings 166, 272, and 365

Public Restrooms Buildings 166, 272, and 365 will be steam cleaned in total, weekly as the temperature allows from March 15th through November 15th.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LUNCH ROOMS/KITCHENS

The thorough cleaning of lunch rooms/kitchens shall consist of but not necessarily be limited to, the removal of all litter, the wet mopping or vacuuming as appropriate of all floor surfaces, the spot cleaning of walls, the cleaning and disinfecting of all tables, chairs, counter surfaces and interior and exterior surfaces of stoves and ovens, the cleaning of the exterior and interior of all microwaves, the cleaning and disinfecting of sinks, the emptying and relining of all trash receptacles, the emptying of all recycling containers and other duties as directed by the Manager.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF GUARD BOOTHS LOCATED AT BERTHS

The thorough cleaning of stationary and mobile guard booths located at various berths shall consist of but not necessarily be limited to, the removal of all litter in and around the guard booth, the sweeping and wet mopping as of all non-carpeted floor surfaces, the spot cleaning of the exterior and interior walls, the cleaning and disinfecting of all tables, chairs, counter surfaces, the cleaning of the exterior and interior of all windows and screens, the emptying and relining of all trash receptacles, the emptying of all recycling containers, the once monthly cleaning of the air conditioners filters. If the booth is equipped with a lavatory, then lavatory cleaning shall consist of the, cleaning of the toilet, sink, mirror and floor. Other duties shall be as directed by the Manager.

SPECIFICATIONS

S1. Work Required by the Specifications

These Specifications relate generally to the performance of janitorial and general cleaning services at the New Jersey Marine Terminals to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

These Specifications require the doing of all things necessary or proper for, or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

S2. Routine Periodic Cleaning/Frequencies

A. The exhibits of these specifications set forth the specific areas at the Site of the Work at which routine and periodic cleaning services are to be provided by the Contractor on a regularly scheduled basis. Such areas shall be cleaned in the manner and at the times of frequencies set forth in such Exhibits, all in accordance with the provisions of these Specifications.

B. Where the Exhibits of these Specifications set forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such Work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

C. Subject to the provisions of the immediately preceding paragraph, with respect to the terms "Frequency of Cleaning" as set forth in the Exhibits, the following shall apply:

1 x year - Items marked "1 x yr." shall be cleaned once each year but the Contractor shall allow at least 10 calendar months (298 days) but not more than 12 calendar months (365 days) to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

3 x year - Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall allow at least 110 calendar days to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 30 calendar days to elapse between cleanings.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

23 x year - Items marked "23 x yr." shall be cleaned every other week, but the Contractor shall allow at least 12 calendar days but not more than 15 calendar days to elapse between cleanings.

24 x year - Items marked "24 x yr." shall be cleaned twice each month, but the Contractor shall allow at least 12 calendar days to elapse between cleanings.

26 x year - Items marked "26 x yr." shall be cleaned twice each month, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

40 x year - Items marked "40 x yr." shall be cleaned once a week except for that week when other service is to be performed on that item. The Contractor shall allow at least 4 calendar days to elapse between cleanings.

46 x year - Items marked "46 x yr." shall be cleaned once a week except for that week when other service is to be performed on that item. The Contractor shall allow at least 4 calendar days to elapse between cleanings.

52 x year - Items marked "52 x yr." shall be cleaned once each week but the Contractor shall allow at least 4 calendar days to elapse between cleanings.

104 x year - Items marked "104 x yr." shall be cleaned twice each week, but the Contractor shall allow at least calendar days to elapse between cleanings.

250 x year - Items marked "250 x yr." shall be cleaned daily, Monday through Friday, excluding Holidays.

S3. Management and Supervision

A. The Contractor shall assign a Lead Cleaner whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays and at such other times as the Manager may require. However, the Port Authority reserves the right to change or rotate the work schedule on an as needed basis to reflect changing job situations.

The Lead Cleaner so assigned shall serve as the Contractor's representative at the Site of the Work and shall have day-to-day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed. The Contractor's Lead Cleaner shall be available to the Manager at such

times as the Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the Manager may wish to transmit.

The Lead Cleaner shall devote their entire time to performing the cleaning and janitorial work required hereunder and the oversight of the other Contract personnel. The Lead Cleaner will perform minor administrative or clerical duties.

B. Lead Cleaners assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.

C. The Manager shall have the right to approve any Lead Cleaner proposed by the Contractor for assignment hereunder.

D All Lead Cleaners assigned hereunder shall have at least three (3) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Manager with such proof of prior experience.,

E The Contractor's duly authorized representative shall be available at those times specified, to the Manager for prompt attention to and compliance with orders, instructions, directions and information written or orally given regarding the performance of work specified in the Agreement and for inspection tours of the premises.

F. Primary residence telephone numbers and alternate phone numbers shall be made available to the Manager.

G. The Lead Cleaner shall respond to any cellular phone communication from the manager within fifteen (15) minutes.

S4. Personnel Requirements

The Contractor and any subcontractor shall furnish sufficiently trained cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, the Contractor shall immediately take such actions as is necessary to assure that the Contract is performed in full accordance with the requirements hereof.

The Contractor will be required to train all its personnel in the proper handling of blood and blood products as mandated by OSHA in Blood borne Pathogens Standard 29CFR 1910.1080 and to supply material, equipment and cleanup kits for blood and blood products at the Facility to include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Contractor must produce documented records showing that each employee assigned to this Contract has received training in the handling of Blood Borne Pathogens.

All Contractor's employees performing Work required 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.

S5. Materials, Supplies and Equipment

Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, buckets, dust cloths, plastic bags, polishes, sponges, and paper picks and walk-off mats as described on herein.

Restroom Products Required By Contract

Hand Soap - Dial Complete
Description - Foaming Antimicrobial Hand Wash, item number 81034, dispensed from a Dial Professional Series Soap Dispenser, item number 00390

Hand Towels - Georgia-Pacific High Quality, Large Capacity Touchless Roll Towels
Description - item number 89460, 800 lineal feet, packed (6) to a case dispensed from a Georgia-Pacific Enmotion Automated Touchless Dispenser, item number 59460.

Toilet Tissue - Scott Coreless JRT Toilet Tissue
Description - roll length 2,300 lineal feet, 3.9 inches wide, packed (12) rolls per case, item number 07005. Dispensed from a Scott Stainless JRT E-Z Load dispenser.

The Contractor shall obtain the Facility Manager's approval before the replacement of any dispenser, of any type. The Manager's approval shall also be obtained before any dispenser is relocated or removed from the Site of the Work.

A. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, single and triple action scrubbers, shampoo equipment, and electric floor sweeper (Model Tenant #140E or Port Authority approved equal). Sweeper must be OSHA approved for interior use for noise and dust levels.

B. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, air fresheners, air freshener dispensers, sanitary napkins and tampons, sanitary napkin disposal bags and toilet seat covers which are located in the lavatories and other areas to be cleaned hereunder. In addition, the Contractor shall maintain and repair all such dispensers and containers so as to keep same in full working order.

C. Should the Manager determine that any such dispenser or container is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority.

The Contractor shall obtain the Manager's approval of the type number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work.

D. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .50 per item.

E. The Manager may, at any time, establish minimum inventories of materials, supplies and equipment to be maintained by the Contractor and the Contractor shall ensure that his inventories meet the levels so established.

F. The Authority will furnish at no charge to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work.

G. The Contractor shall supply for use on this Contract one Nextel phone (or Port Authority approved equal) for the use of the Contractor's Lead Cleaner.

H. The Contractor shall further provide all snow shovels, snow blowers, brooms, ice choppers, cyclone spreaders and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must refer to "Inclement Weather Requirements" of this section. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

S6. Approval of Equipment, Materials and Supplies

The Contractor in performing the Work required hereunder shall use only equipment, materials and supplies approved in advance by the Manager.

Green Products

As operator of The New Jersey Marine Terminals, the Port Authority is concerned with providing and maintaining a clean and safe environment for its employees, tenants patrons and visitors. Therefore, the Contractor shall be required to implement a cleaning program where all chemicals and products will be classified as "Green". "Green Products" are described as those that are safe for the environment and safe for the end user. It is understood that not every cleaning function has an appropriate "green product" but the Contractor should routinely monitor the market for newer and safer chemicals to reduce employee and patron exposure. The Contractor shall take a pro-active role to achieve compliance in this area. In any event, the Contractor will provide the Facility Manager with a complete list of cleaning products designating each product as green or non-green. All products shall be on the Port Authority's Approved Product List or may be submitted for approval and subsequent placement on the Approved Products List.

The equipment, materials and supplies which are currently approved for use are set forth in the "Port Authority Approved Products List - Environmental Protection Supplies" which is attached and labeled Attachment G.

The Contractor may propose additional equipment, materials and supplies for the Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

S7. Dumpsters

The Port Authority will provide dumpsters at each location into which the Contractor shall place only trash generated by the Port Authority under this Contract. The Facility has a Source Separation Program in effect under which the Contractor is responsible for placing the material in the proper dumpster, as designated by the Manager for removal by others.

S8. Uniforms and Employee Appearance

The Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed.

Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all times to the Manager's approval. Said uniforms are to be worn appropriately with shirts tucked in and the waist of the trousers belted around the employees waist. Hats will be worn with the brim forward. In addition, the Contractor will be granted a fifteen (15) day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder a temporary uniform with appropriate identification that has been approved by the Authority.

(a) The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Lead Cleaner or General Cleaners. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. At the expiration or earlier termination of the Contract, the uniforms shall be and become the sole property of the Port Authority. A Port Authority patch shall be affixed to each shirt, jacket, or outer garment as directed by the Port Authority. Contractor's personnel shall not wear any insignia, badges, buttons, patches or embroidered emblems or letters, which identifies the Contractor's company or corporate name. The basic uniform will also include foul weather and winter gear.

(b) The Contractor shall be responsible for ensuring that its employees at all times wear their required uniform and it shall cause its employees to change to freshly cleaned and pressed uniforms every day. Uniforms shall be supplied in the minimum quantities indicated in Paragraph "d" of this Section hereof and conform to the specifications set forth in this section.

(c) The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. The Port Authority shall supply the artwork and/or description of such insignias to the Contractor. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.

(d) Each Lead Cleaner and Cleaner uniform issue shall consist of the following:

(6) Six winter long sleeve shirts (golf type)
(6) Six summer short sleeve shirts (golf type)
(1) One belt
(5) Five pair of khaki style slacks - summer/winter weight
(2) Hats (one hat winter/one hat summer)
(2) Two sweaters or sweatshirts
(1) Winter weight jacket
(1) Set rain gear

(a) If the Contractor is unable to outfit the employees by the commencement date of this contract, a fifteen (15) day grace period will be granted. During this grace period, the staff may be outfitted in temporary uniforms but the Manager must approve these uniforms.

(b) The Contractor shall provide its employees with all foul weather gear appropriate for the performance of services hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests. Foul weather gear shall meet the same requirements in regards to identification and insignias as mentioned earlier in this section. It is not a requirement that all employees be supplied with personal foul weather but it is a requirement that any employee required to work outdoors with a potential exposure to the elements be supplied with foul weather gear. When issuing parkas, hats, rain gear, boots or gloves to a worker that is required to work outdoors than the Contractor must provide this worker with clean items that have not been previously worn by another worker. If a worker is issued an article of foul weather gear that is soiled than liquidated damages shall be assessed .

(c) Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions of this Section.

(d) The Contractor will be responsible for ensuring that its employees are wearing black or brown work shoes or boots appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform

S9. Breakdown, Malfunction or Damage

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be cleaned hereunder, the Contractor shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Authority and shall remain in place until necessary repairs are completed.

S10. Contractor's Vehicles (2) - Parking - Licenses

The Contractor's vehicle requirements for the duration of this contract shall be two pickup trucks, with the capability of transporting a minimum of six (6) passengers and equipment. These vehicles shall have a rotating amber beacon and a power lift gate capable of lifting the equipment required under this Contract and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles shall have a "back up" beeper.

Both vehicles must have a permanently affixed Contractor emblem, decal or insignia at all times. No personal vehicles shall be used in the performance of this Contract. These vehicles shall be kept clean and neat at all times.

The Port Authority will permit the Contractor during the effective period of this Contract to park the required motor vehicle described above in such locations as may from time to time or at any time be designated by the Manager.

The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization. The Contractor shall comply with such rules, regulations and procedures as are in force and such existing 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 Facility 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. Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. The Contractor will assure that only properly credentialed and licensed employees operate all vehicles required by this Contract.

S11. Scheduling of Work

A. The Contractor shall, during the term of this Contract with respect to Work covered by the Exhibits, submit to the Managers of the appropriate areas, a written report generated by computer using Microsoft Excel or other software as approved by the Manager setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period. The Contractor shall submit the report within ten (10) days of the commencement of this Contract and the Contractor shall submit each subsequent three-month report at least twenty days prior to the commencement of each such three-month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three-month period, but no changes shall be made without the prior approval of the Manager. The Contractor shall procure and maintain at its own expense, a computer and software program for use in the scheduling of Work and monthly billing. The software program shall be compatible with the Facilities Window-based software program.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action. Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

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

D. In order to accommodate facility operations, the starting times of each eight (8) hour tour shall be subject to change by the Manager upon written notice to the Contractor from time to time.

E. The thorough cleaning of offices and lavatories on the second and third floors of Building 260 shall be performed from 6:00 a.m. to 2:00 p.m., Monday to Friday, excluding holidays. The Port Authority shall retain the right to adjust these hours as necessary. The hours for cleaning the First Floor of Building 260 is set forth in the Exhibits.

S12. Space Provided the Contractor

The Authority will furnish the Contractor with nonexclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designed by the Manager and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times. Office space is available. This space shall be at no charge to the Contractor.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

S13. Inclement Weather Requirements – Snow Removal

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice or sleet from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include, but shall not be limited to, sidewalks, building entrances and pedestrian crosswalks. Exterior areas will not include snow removal from actual roadways.

At the request of the Manager, snow that is so removed shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this numbered clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the hourly unit price as set forth in the Contractor's Price Sheet for "Snow Removal". All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal are no longer needed.

Salt/Sand and deicing materials will be applied by the Contractor to areas as the Manager directs. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager.

The Contractor shall also submit weekly usage reports to the Manager detailing all salt and/or deicing material utilized by the Contractor for the week covered.

SI4. Safety Provisions

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

The Contractor shall obtain and display at the place of work one copy of the Material Safety Data Sheet (MSDS) conforming to the requirements of Federal Regulations 29 CFR 1910.1200(g) for each chemical utilized for work on this Contract.

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and

Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall be required to train all their personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

S15. Jersey City Auto Marine Terminal

AREA: Jersey City Auto Marine Terminal - Port Jersey Boulevard

DUTIES:

1. Police grass area alongside Port Jersey Boulevard to include East Parking Lot, Long Shoremen's Parking Lot and road. Policing will consist of the picking up and proper disposal of all paper, glass aluminum cans, tires and any other debris. Shoveling of accumulated sand along roadways as necessary.

2. The Contractor will provide all equipment necessary to properly clean this area including but not limited to, plastic bags, paper pickers and all other safety equipment necessary. The Port Authority will provide a dumpster for the Contractor's use at the site of work.

Compensation for each hour expended in the performance of such services shall be at the hourly unit price as set forth on the Contractor's Price Sheet for " Policing Auto Marine Terminal".

S16. Minimum Staffing Levels

The Contractor shall have at a minimum, one (1) full time Lead Cleaner and four (4) full time cleaners actively engaged in the work, Monday to Friday, excluding holidays.

A minimum of two project workers and a lead project worker shall be provided for project work. Only project workers shall perform project work.

Staffing for the Jersey City Auto Marine Terminal shall consist of two cleaners..

Guard booth cleaning shall be performed by one (1) cleaner.This work shall be preformed by one of the project cleaners.

All staffing levels must be at a level satisfactory to the Manager.

S17. Guard Booth Cleaning

This work shall be performed on Tuesdays or on other days at the discretion of the Manager.. Duties shall consist of, but not necessarily be limited to: the emptying and relining of all trash cans, the spot cleaning of all glass surfaces as well as all horizontal and vertical surfaces, the sweeping of the floor and the wet mopping of the floor as necessary..
AREA: Port Newark Guard Booth Locations:

1) Berth 9 – South End of Marlin Street
2) Berth 17 – End of Gilligan Street
3) Berth 23 – South End of Craneway Street
4) Berth 10/12 – Off of Marsh Street between Maritime Street and Export Street
5) Berth 16 – North End of Export Street
6) Berth 26 – East End of Marsh Street
7) Berth 28 – East End of Calcutta Street
8) Berth 24 – East End of Starboard Street

Compensation for each hour expended in the performance of such services shall be at the hourly unit price as set forth on the Contractor's Price Sheet for "Guard Booth Cleaning".

S18 – Extraordinary Cleaning Services

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform those extraordinary cleaning services at the unit prices that had been inserted by the Proposer in the attached Contractor's Cost Proposal Form for "Extraordinary Cleaning Services." "Extraordinary Cleaning Services" shall not include any work that had been deemed unsatisfactory and being re-done by the Contractor. Such work shall include services being performed in additional areas or work being performed at an additional frequency then what was stated in the agreement. The respective Unit Prices inserted by Contractor on the Cost Proposal Form for Extraordinary Cleaning Services shall be used. These same prices will be those used to assess Liquidated Damages as well as any reduction in services.

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION I

BUILDING 260 AND ASSOCIATED AREAS

EXHIBIT A SCOPE OF WORK
BUILDING #260

THOROUGH CLEANING

STAFFING

The Contractor shall provide three cleaners for thorough cleaning of Building 260:

- One cleaner working from 6:00 am to 2pm
- One cleaner working from 7:00 am to 3pm
- One cleaner working from 9:00 am to 5pm

Work shall be performed Monday to Friday, excluding holidays.

AREAS:

Lunch Rooms, front and rear – 1st Floor – Building #260
Lavatories, men's and women's – 1st 2nd 3rd Floors – Building #260
Maintenance Locker Rooms and Showers – 1st and 2nd Floors – Building #260
Conference Rooms – 1st 2nd 3rd Floors – Building #260
Maintenance Offices – 1st Floor Building #260
Shop Floor – 1st floor Building #260
Lobby and Elevators – 1st 2nd 3rd Floors
Police Exterior Parking Lots and Perimeter of Building 260

LUNCH ROOM

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers.
3. Vacuum all carpeted areas.
4. Sweep all non-carpeted areas, wet mop and rinse.
5. Damp wipe and sanitize all lunchroom tables, chairs, sinks and microwaves and countertops.
6. Refill all paper dispensers.

LOCKER ROOMS AND SHOWERS

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers.
3. Sweep, wet mop and sanitize all non-carpeted surfaces in locker and shower rooms.
4. Vacuum all carpeted areas.
5. Dust lockers.
6. Other duties as assigned.

LOBBIES AND VESTIBULES

1. Empty all refuse containers, wipe clean and reline.

2. Empty all recycling containers.
3. Wash and rinse glass doors and frames.
4. Sweep and wet mop all non-carpeted areas.
5. Vacuum all carpeted areas.
6. Spot wash walls as necessary.

THOROUGH CLEANING OF OFFICES SHALL CONSIST OF:

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers. Place refuse in dumpster. Place recycling material where directed by the Port Authority.
3. Vacuum all rugs and spot shampoo stained carpet surfaces.
4. Spot wash walls and fabric partitions and chairs to remove stains, smears and fingerprints.
5. Dust all office furniture, blinds, vents, light fixtures, and window ledges and desks.

PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LAVATORIES

Trash containers will be emptied clean, liners inserted.

All sanitary receptacles will be clean, both inside and outside, and contain a new liner.

No trash will be on floor.

All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.)

All sanitary receptacles will be empty except for a new "liner".

All sanitary receptacles will be free of spots, stains, and finger marks.

All sanitary receptacles will be free of odors.

All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.

The wall surfaces will be free of spots and smears.

All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.

The plumbing fixtures will be free of mold and water stains.

All floors shall be wet mopped.

Cleaning of Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors

All supply dispensers will be clean and free of finger marks and water spots.
All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
All mirrors should be free of streaks, smudges, water spots, dust, lipstick smudges, and should not be cloudy.

Walls, stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.

Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.

Particular attention should be given to the area under the urinals.

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION I

FLOOR CLEANING

FLOOR CLEANING

BUILDING #260

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
1st Floor				
Lobby and Corridor	Ceramic Tile	Spray Buff	529	40 x Year
Lobby and Corridor	Ceramic Tile	Strip and Refinish	529	12 x Year
Lobby	Ceramic Tile	Machine Scrub	150	12 x Year
Lobby	Ceramic Tile	Strip and Seal	150	4 x Year
Office – 1st Floor	Carpet	Shampoo	450	4 x Year
Administrative Lunch Room	Vinyl Tile	Spray Buff	592	40 x Year
Administrative Lunch Room	Vinyl Tile	Strip and Refinish	592	12 x Year
Men's Lavatory	Ceramic tile and Rinse	Machine Scrub Rinse	308	12 x Year
Ladies Lavatory and Locker Room	Ceramic Tile	Machine Scrub & Rinse	160	12 x Year
Men's Shower Room	Ceramic Tile	Machine Scrub & Rinse	121	24 x Year
Men's Dressing Room	Ceramic Tile and Rinse	Machine Scrub	75	12 x Year
Men's Dressing Room	Ceramic Tile	Machine Scrub & Rinse	56	12 x Year
Ladies Locker Room	Asphalt Tile	Strip and Refinish	144	23 x Year
Ladies Locker Room	Asphalt Tile	Machine Scrub & Refinish	144	3 x Year
Men's Locker Room	Ceramic Tile	Machine Scrub and Rinse	900	12 x Year
Men's Locker Room	Carpet	Shampoo	266	6 x Year
Maintenance Lunch Room	Vinyl Tile	Spray Buff	684	23 x Year
Maintenance Lunch Room	Vinyl Tile	Strip and Refinish	684	3 x Year
Maintenance Offices (4)	Carpet	Shampoo	600	4 x Year
Elevators	Carpet	Shampoo	61	12 x Year
2nd Floor				
Offices	Carpet	Shampoo	4,419	4 x Year
Handicapped Lavatory	Ceramic Tile	Machine Scrub & Rinse	38	12 x Year
Ladies Lavatory	Ceramic Tile	Machine Scrub & Rinse	89	12 x Year
Men's Lavatory	Ceramic Tile	Machine Scrub & Rinse	231	12 x Year
Offices	Vinyl Tile	Strip and Refinish	350	12 x Year
Offices	Vinyl Tile	Spray Buff	350	40 x Year
1st Floor Offices	Vinyl Tile	Strip and Refinish	208	40 x Year
1st Floor Offices	Vinyl Tile	Spray Buff	280	4 x Year
1st Floor Conference Room	Carpet	Shampoo	154	4 x Year
2nd Floor Conference Room	Carpet	Shampoo	324	4 x Year
3rd Floor				
Offices	Carpet	Shampoo	2,638	52 x Year
Lobby	Marble	Wet Mop	263	12 x Year
Kitchen	Tile	Machine Scrub & Rinse	612	12 x Year
Ladies Lavatory	Tile	Machine Scrub & Rinse	36	12 x Year

Handicapped Lavatory	Tile and Rinse	Machine Scrub	42	12 x Year
Men's Room	Tile	Machine Scrub & Rinse	36	12 x Year
3rd Floor Conference Room	Carpet	Shampoo	405	4 x Year

PUBLIC LAVATORIES AND PUMP STATIONS

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Building 365	Concrete	Steam Clean Walls and floors and fixtures	300	52 x Year
Building 166	Concrete	Steam Clean Walls and floors and fixtures	112	52 x Year
Building 272	Concrete	Steam Clean Walls and floors and fixtures	150	52 x Year
Building 111 Office Areas Pump Station	Concrete	Machine Scrub & Rinse	324	52 x Year
Building 111 Lavatory Pump Station	Tile	Machine Scrub & Rinse	64	52 x Year

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION I

MISCELLANEOUS CLEANING

BUILDING #260
OTHER BUILDINGS
AND OTHER DESIGNATED AREAS

MISCELLANEOUS CLEANING

BUILDING #260

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
1st Floor Entrance	Glass Windows & Doors	Wash Inside and Outside	256	52 x Year
Offices, 1st Floor, 2nd Floor and 3rd Floor	Glass Windows, Aluminum Frames and Mullions	Wash & Rinse Interior Glass and Aluminum	4,280	6 x Year
Offices, 1st Floor, 2nd Floor and 3rd Floor	Glass Windows, Aluminum Frames and Mullions	Wash & Rinse Exterior Glass and Aluminum	4,280	4 x Year
MODULAR OFFICES				
Lobbies	Side Partition Glass	Wash Inside Only	576	52 x Year
Lobbies	Glass Panels and Side Partition Glass	Wash Outside Only	1,536	12 x Year
Lobbies	Glass Panels Weather Proof Enclosure	Wash Both Sides	9,000	4 x Year
Lobbies	Office Doors	Spot Wash Outside Only	576	52 x Year
Building 111 Office	Window Glass	Wash Inside and Outside	64	52 x Year
MODULAR BUILDINGS				
Lobbies 1160 1170 1180	Various	Thorough Cleaning	1,296	250 x Year

BUILDING #260

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
2nd Floor				
Offices	Various	Thorough Cleaning	4,004	250 x Year
Lavatories	Various	Thorough Cleaning	121	250 x Year
3rd Floor				
Offices	Various	Thorough Cleaning	2,638	250 x Year
Lavatories	Various	Thorough Cleaning	386	250 x Year
Kitchen/Lunch Room	Various	Thorough Cleaning	612	250 x Year
1st Floor				
Maintenance Office	Louvers	Clean	72	4 x Year

PUBLIC LAVATORIES

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Building 166	Various	Thorough Cleaning	300	250 x Year
Building 276	Various	Thorough Cleaning	300	250 x Year
Building 365	Various	Thorough Cleaning	300	250 x Year

MISCELLANEOUS CLEANING

BUILDING #260 – EXTERIOR OF BUILDING

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Parking Lots and Compass Street Inclusive*	Various	Police	120,960	250 x Year

* This area is defined by the south curb of Distribution Street, the north curb of Kellogg Street, the east curb of Corbin Street, and the east curb of Compass Street.

BUILDING #260

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Maint. Garage	Concrete	Sweep	11,000	250 x Year
Elevator Cars	Carpet	Vacuum	61	250 x Year
Stairs	Concrete	Sweep	(8 Flights)	250 x Year
Building 111 Office	Various	Thorough Cleaning	324	250 x Year
Building 111	Various	Thorough Cleaning	64	250 x Year

BUILDING #111

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Pump Area	Various	Thorough cleaning	9,600	250 x Year

MODULAR BUILDINGS 1160, 1170 AND 1180

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Exterior, Front and Rear of Buildings to Fence Line	Various	Policing	60,000	104 x Year

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION II

ROUTINE CLEANING

SIGN SHOP
(BUILDING 255)

SECTION II - ROUTINE CLEANING

Monday to Friday - 5 days excluding Port Authority Holidays

This area consists of approximately 1,986 square feet

NOTE - Work must be completed by 11:00 a.m.

DAILY ROUTINE CLEANING

AREA: Building #255

A. The following work is to be performed in all areas except lavatories:

1) Empty and damp wipe wastebaskets in all of the above areas. Dispose of trash.
2) Dust desks, chairs, chair rails, tables, counters, window ledges, all horizontal surfaces, door fixtures, files, cabinets, and all miscellaneous equipment in office area.
3) Wash door framework and remove fingerprints from glass entrance doors.
4) Clean and disinfect water coolers in all areas.
5) Dust mop all resilient tile office floors daily footprints. Damp mop footprints. Remove scuffmarks.
6) Damp wipe desk tops.
7) Remove fingerprints, smears, etc. from glass and metal partition walls and glass inserts in all doors by damp wiping.
8) Wash and sanitize lunchroom tables, chairs, refrigerator, sink, stove units and trash receptacles.
9) Mop and rinse lunchroom floor. Avoid splashing.
10) Dust lockers and remove fingerprints. Mop, rinse and sanitize tile floors in locker rooms. Avoid splashing.
11) Remove and dispose of all trash.
12) Police exterior walkway and parking lot from curb to entrance door.
13) Dust all blinds daily.
14) Hand sweep general shop area daily.

B. The following work, where applicable, is to be performed in all lavatory areas, shower rooms and dressing rooms

1. Wash and sanitize sinks, urinals and commodes both inside and outside, including connecting piping.
2. Damp wipe walls and partitions in commode areas.
3. Damp wipe fingerprints from lavatory doors.
4. Wash and sanitize all showers, including stall walls, showerheads, piping or other surfaces.
5. Wash and sanitize mirrors, dispensers, shelves ledges, faucets, and receptacles.
6. Clean and empty all trash or other waste receptacles.
7. Fill and clean all towel soap, paper or other dispensers.
8. Mop, rinse and sanitize tile floors. Avoid splashing.
9. Remove and dispose of trash.

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION II

FLOOR CLEANING

SIGN SHOP
(BUILDING #255)

FLOOR CLEANING

BUILDING #255

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Supervisor's Office Plus Security Area	Carpet	Shampoo	525	4 x Year
Foreman's Office	Vinyl Tile	Strip and Refinish	135	6 x Year
Foreman's Office	Vinyl Tile	Spray Buff	135	46 x Year
General Office Area	Vinyl Tile	Strip and Refinish	297	6 x Year
General Office Area	Vinyl Tile	Spray Buff	297	46 x Year
Lunch Room	Vinyl Tile	Strip and Refinish	260	6 x Year
Lunch Room	Vinyl Tile	Spray Buff	260	46 x Year
Ladies Shower & Lavatory	Vinyl Tile	Strip and Refinish	69	6 x Year
Foyer	Vinyl Tile	Spray Buff	81	46 x Year
Foyer	Vinyl Tile	Strip and Refinish	81	6 x Year
Stairs and Entrance	Various	Sweep	22	250 x Year
Ladies Shower & Lavatory	Vinyl Tile	Spray Buff	64	46 x Year
Men's Lavatory	Ceramic Tile	Machine Scrub & Rinse	191	12 x Year
Men's Locker Room	Ceramic Tile	Machine Scrub & Rinse	319	12 x Year
Men's Shower Room	Ceramic Tile	Machine Scrub & Rinse	78	12 x Year
Computer Office Area	Vinyl Tile	Spray Buff	330	46 x Year
Computer Office Area	Vinyl Tile	Strip and Refinish	30	6 x Year
Computer Office Area	Windows	Wash and Rinse	54	52 x Year
Computer Office Area	Walls	Wash and Rinse	376	4 x Year

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION II

WALL CLEANING

SIGN SHOP
(BUILDING #255)

WALL CLEANING

BUILDING #255

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Supervisor's Office Plus Security Area	Wallpaper	Wash and Rinse	356	1 x Year
Foreman's Office #1	Painted	Wash and Rinse	208	1 x Year
Foreman's Office #2	Painted	Wash and Rinse	256	1 x Year
General Office Area	Painted & Vinyl	Wash and Rinse	580	1 x Year
General Office Area	Panel	Dust and Polish	108	1 x Year
Locker Room	Painted	Wash and Rinse	424	1 x Year
Ladies Shower & Lavatory	Painted	Wash and Rinse	288	1 x Year
Men's Lavatory	Painted	Wash and Rinse	528	1 x Year
Men's Locker Room	Painted	Wash and Rinse	608	1 x Year
Men's Shower & Lavatory	Painted	Wash and Rinse	304	1 x Year

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION II

CEILING CLEANING

SIGN SHOP
(BUILDING #255)

CEILING CLEANING

BUILDING #255

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Men's Lavatory	Painted	Dust	200	1 x Year
Men's Shower Room	Painted	Dust	78	1 x Year

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION II

MISCELLANEOUS CLEANING

SIGN SHOP
(BUILDING #255)

MISCELLANEOUS CLEANING

BUILDING #255

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Supervisor's Office	Glass Windows & Frames	Wash and Rinse	270	4 x Year
Foreman's Office #1	Glass Windows & Frames	Wash and Rinse	40	12 x Year
Lunch Room	Glass Windows & Frames	Wash and Rinse	140	12 x Year
Vestibule	Glass Windows & Frames	Wash and Rinse	288	12 x Year
Supervisor's Office	Blinds	Wash and Dry	120	1 x Year
Foreman's Office #1	Blinds	Wash and Dry	40	1 x Year

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION III

POLICE AREA – Building 260
POLICE DOG FACILITY – Building 270 & Building 1170 Unit #6

PRIOR TO CLEANING THIS AREA, CONTACT MUST BE MADE WITH THE POLICE DESK AT PORT NEWARK.

MISCELLANEOUS CLEANING

BUILDING #260 – Police Area

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
POLICE AREA*				
Office Common Area	Various	Thorough Cleaning	1,410	104 x Year
POLICE AREA*				
Lavatories and Locker Rooms	Various	Thorough Cleaning	901	104 x Year

* These areas are to be cleaned each Saturday and Sunday between the hours of 2:00 p.m. and 4:00 p.m.

PORT AUTHORITY POLICE DOG KENNELS - BUILDING #270

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Office	Various	Thorough Cleaning	384	730 x Year
Lavatories	Various	Thorough Cleaning	198	730 x Year
Locker Room	Various	Thorough Cleaning	168	730 x Year
Kennel/Dog Bath Area	Various	Thorough Cleaning	357	730 x Year
Dog Bath Area #2	Various	Thorough Cleaning	168	730 x Year
Training Area	Various	Thorough Cleaning	2,500	730 x Year
Lunch Room & Foyer	Various	Thorough Cleaning	252	730 x Year
Kennel/Dog Bath Area	Vinyl Tile	Strip and Refinish	357	12 x Year
Kennel/Dog Bath Area	Vinyl Tile	Spray Buff	357	26 x Year
Exterior Yard	Asphalt	Police	10,000	52 x Year

BUILDING #260 – POLICE AREA

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Police Areas	Vinyl Tile	Strip and Refinish	2,966	6 x Year
Police Areas	Vinyl Tile	Spray Buff	2,966	46 x Year
Men's Locker Room Lavatory	Ceramic Tile	Machine Scrub & Rinse	209	52 x Year
Women's Locker Room	Ceramic Tile	Machine Scrub & Rinse	108	52 x Year
Police Area	Carpet	Shampoo	1,500	6 x Year
Police Area	Paint	Wash and Rinse	10,314	2 x Year

** All areas marked 730 x year shall be cleaned twice each day inclusive of weekends and holidays. Cleaning shall be performed between 6:00 a.m. and 6:00 p.m.

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION IV

THOROUGH AND MISCELLANEOUS CLEANING

ENGINEERING OFFICES

MISCELLANEOUS CLEANING

MARLIN AND KELLOGG STS.

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Offices	Various	Thorough Cleaning	2,710	250 x Year
Lavatories	Various	Thorough Cleaning	160	250 x Year
Offices	Glass – Inside & Outside	Wash and Rinse	720	4 x Year

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

SECTION IV

WALL CLEANING

ENGINEERING OFFICES

WALL CLEANING

ENGINEERING OFFICES
MARLIN AND KELLOGG STS.

Area	Type of Surfaces		Sq. Ft.	Frequency of Cleaning
Offices	Painted	Wash and Rinse	3,614	1 x Year
Lavatories	Painted	Wash and Rinse	648	1 x Year

Engineer's Trailer Extension

Area	Type of Surface		Sq. Ft. or Qty.	Frequency of Cleaning
Women's lavatory	Vinyl Tile	Spray buff	64	24 x Year
Women's lavatory	Vinyl Tile	Strip and Refinish	64	3 x Year
Women's lavatory	Light Fixture	Wash	1	1 x Year
Women's lavatory	Louver	Wash	1	1 x Year
Men's lavatory	Vinyl Tile	Spray buff	200	24 x Year
Men's lavatory	Vinyl Tile	Strip and Refinish	200	3 x Year
Men's lavatory	Light Fixture	Wash	3	1 x Year
Men's lavatory	Louver	Wash	2	1 x Year
Men's lavatory	Shower	Disinfect	1	104 x Year
Common Area	Vinyl Tile	Spray buff	1210	24 x Year
Common Area	Vinyl Tile	Strip and Refinish	1210	3 x Year
Common Area	Light Fixture	Wash	12	1 x Year
Common Area	Louver	Wash	12	1 x Year
Conference Room	Vinyl Tile	Spray buff	480	24 x Year
Conference Room	Vinyl Tile	Strip and Refinish	480	3 x Year
Conference Room	Light Fixture	Wash	6	1 x Year
Conference Room	Louver	Wash	12	1 x Year
Entrance Foyer	Vinyl Tile	Spray buff	525	24 x Year
Entrance Foyer	Vinyl Tile	Strip and Refinish	525	3 x Year
Entrance Foyer	Light Fixture	Wash	8	1 x Year
Entrance Foyer	Louver	Wash	9	1 x Year
Windows	Glass	Wash and Rinse	35	12 x Year
Thorough cleaning Daily Monday to Friday exclusive of holidays between 1:00 PM and 3:30 PM		Thorough cleaning	5025	250 x Year

PART III COST PROPOSAL FORM

1. 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 Cost Proposal Form attached hereto and made a part hereof.

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

   c. Prices must be submitted for each Item required on the Cost Proposal Form.

   d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Annual Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.

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

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

   g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year.

NOTE: All prices shall include, but not be limited to the cost of materials, supplies, equipment and other such items, including, but not limited to those items listed on the Calculation of Hourly Rate Form attached to this Proposal.

ATTACHMENT B

PART III (A) - COST PROPOSAL FORM

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

FIRST YEAR

	Lump Sum Price 1st Year
Building #260 and Associated Areas	$_____

COST PROPOSAL FORM

FIRST YEAR

BUILDING #260

	Estimated Annual Hours		Unit Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$_____	=	$_____
Policing Auto Marine Terminals	1,664	X	$_____	=	$_____
Guard Booth Cleaning	416	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- FIRST YEAR $_____
(Sum of All Above)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Police	100 Hours	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Sweep Stairs	10 Flights	X	$_____	=	$_____
Dust and Polish Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- FIRST YEAR $_____

FIRST YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- First Year	$_____
Estimated Annual Price Extraordinary Cleaning- First Year	$_____
Total Estimated Contract Price Building 260 and Associated Areas – First Year	$_____(a)

ATTACHMENT B

PART III (A) - COST PROPOSAL FORM

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

SECOND YEAR

	Lump Sum Price 2nd Year
Building #260 and Associated Areas	$_____

COST PROPOSAL FORM

SECOND YEAR

BUILDING #260

	Estimated Annual Hours		Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$_____	=	$_____
Policing Auto Marine Terminals	1,664	X	$_____	=	$_____
Guard Booth Cleaning	416	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- SECOND YEAR $_____
(Sum of All Above INCLUDING LUMP SUM)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Police	100 Hours	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Sweep Stairs	10 Flights	X	$_____	=	$_____
Dust and Polish Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- SECOND YEAR $_____

SECOND YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- Second Year	$_____
Estimated Annual Price Extraordinary Cleaning- Second Year	$_____
Total Estimated Contract Price Building 260 and Associated Areas – Second Year	$_____(b)

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

ROUTINE AND PERIODIC CLEANING

THIRD YEAR

	Lump Sum Price 3rd Year
Building #260 and Associated Areas	$_____

COST PROPOSAL FORM

THIRD YEAR

BUILDING #260

	Estimated Annual Hours		Price Per Hour		Estimated Annual Price
First Year					
Snow Removal	2,000	X	$_____	=	$_____
Policing Auto Marine Terminals	1,664	X	$_____	=	$_____
Guard Booth Cleaning	416	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- THIRD YEAR $_____
(Sum of All Above INCLUDING LUMP SUM)

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION I - BUILDING #260 AND ASSOCIATED AREAS

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Police	100 Hours	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Public Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Sweep Stairs	10 Flights	X	$_____	=	$_____
Dust and Polish Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- THIRD YEAR $_____

THIRD YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

Estimated Annual Price Routine And Periodic Cleaning- Third Year	$_____
Estimated Annual Price Extraordinary Cleaning- Third Year	$_____
Total Estimated Price Building 260 and Associated Areas – Third Year	$_____(c)

SUMMARY BUILDING 260
AND ASSOCIATED AREAS
SECTION I

Total Estimated Price Building 260
and Associated Areas – First Year $_____(a)

Total Estimated Price Building 260
and Associated Areas – Second Year $_____(b)

Total Estimated Price Building 260
and Associated Areas – Third Year $_____(c)

Total Estimated Contract Price Building 260 and Associated Areas $_____(d)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Sign Shop	$_____

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $_____(e)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Sign Shop	$_____

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $_____(f)

COST PROPOSAL FORM

SECTION II – SIGN SHOP

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Sign Shop	$_____

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION II - SIGN SHOP

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $_____(g)

SUMMARY SIGN SHOP
SECTION II

Total Estimated Price Sign Shop – First Year $_____(e)

Total Estimated Price Sign Shop – Second Year $_____(f)

Total Estimated Price Sign Shop –Third Year $_____(g)

Total Estimated Contract Price Sign Shop $_____(h)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Police Areas	$_____

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Police	100 Hours	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____
Kennel Bath Area	1,000 Sq. Ft.	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $_____(i)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Police Areas	$_____

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Police	100 Hours	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____
Kennel Bath Area	1,000 Sq. Ft.	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $_____(j)

COST PROPOSAL FORM

SECTION III – POLICE AREAS

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Police Areas	$_____

COST PROPOSAL FORM

EXTRAORDINARY WORK

SECTION III - POLICE AREAS

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Police	100 Hours	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lounges	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____
Kennel Bath Area	1,000 Sq. Ft.	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $_____(k)

SUMMARY POLICE AREAS
SECTION III

Total Estimated Price Police Areas – First Year $_____(i)

Total Estimated Price Police Areas – Second Year $_____(j)

Total Estimated Price Police Areas –Third Year $_____(k)

Total Estimated Contract Price Police Areas $_____(l)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 1st Year
Engineer's Office	$_____

CONTRACTOR'S PRICE SHEET

EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

FIRST YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $_____(m)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 2nd Year
Engineer's Office	$_____

CONTRACTOR'S PRICE SHEET

EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

SECOND YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – SECOND YEAR $_____(n)

COST PROPOSAL FORM
SECTION IV – ENGINEER'S OFFICE

ROUTINE AND PERIODIC CLEANING

	Lump Sum Price 3rd Year
Engineer's Office	$_____

COST PROPOSAL FORM
EXTRAORDINARY WORK

SECTION IV - ENGINEER'S OFFICE

THIRD YEAR

	Estimated Annual Square Foot/ Hour/Each		Unit Price Per Square Foot/Hour Each		Estimated Annual Price
Shampoo Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Spray Buff	1,000 Sq. Ft.	X	$_____	=	$_____
Strip & Refinish	1,000 Sq. Ft.	X	$_____	=	$_____
Strip and Seal	1,000 Sq. Ft.	X	$_____	=	$_____
Vacuum Carpet	1,000 Sq. Ft.	X	$_____	=	$_____
Wet Mop Floors	1,000 Sq. Ft.	X	$_____	=	$_____
Wash Walls	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Light Fixtures	200 Each	X	$_____	=	$_____
Vacuum Ceiling	1,000 Sq. Ft.	X	$_____	=	$_____
Wash and Rinse Glass	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Offices	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Lavatories	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Kitchens/Lunch Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Thorough Cleaning Locker Rooms	1,000 Sq. Ft.	X	$_____	=	$_____
Lightly Rinse Blinds	10 Each	X	$_____	=	$_____

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – THIRD YEAR $_____(o)

SUMMARY ENGINEER'S OFFICE
SECTION IV

Total Estimated Price Engineer's Office – First Year $_____(m)

Total Estimated Price Engineer's Office – Second Year $_____(n)

Total Estimated Price Engineer's Office –Third Year $_____(o)

Total Estimated Contract Price Engineer's Office $_____(p)

COST PROPOSAL FORM

Total Estimated Contract Price Building 260 and Associated Areas $_____(d)

Total Estimated Contract Price Sign Shop $_____(h)

Total Estimated Contract Price Police Areas $_____(l)

Total Estimated Contract Price Engineer's Office $_____(p)

Total Estimated Contract Price (Three Years) $_____
(Sum of d+h+l+p)

PART III (B) CALCULATION OF AVERAGE HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract.

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

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Two

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____

RELIEF	**$**_____
ROLL CALL	**$**_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	**$**_____
SPECIFY _____	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	**$**_____
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	**$**_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____

RELIEF	**$**_____
ROLL CALL	**$**_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	**$**_____
SPECIFY _____	
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	**$**_____
TOTAL (ITEMS # 2, 3, 4, 5 & 6)	**$**_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

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

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

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

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

4. **Personal Non-Liability**

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

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

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. **Rights and Remedies of the Port Authority**

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

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

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

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

7. **Rights and Remedies of the Contractor**

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

8. **Submission To Jurisdiction**

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause shall destroy all or a substantial part of the Facility.

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

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

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

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

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

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

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

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

of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

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

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

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

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or

alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

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

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and

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

25. Lost and Found Property

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

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

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

i. Identity Checks and Background Screening

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

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

ii. Issuance of Photo Identification cards:

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

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

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

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

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

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business and Job Opportunity, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business and Job Opportunity, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business and Job Opportunity. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will

take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business,

has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement that sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, The Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed,

the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

6. Definitions

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

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

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

ATTACHMENT C- PROPOSER REFERENCE FORM

Name of Proposer:_____

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

Include the following information for each reference:

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

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

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

ATTACHMENT D- M/WBE PARTICIPATION PLAN

PA 3749 B/ 08-07

PROCUREMENT
M/WBE PARTICIPATION PLAN

PAGE _____ OF _____

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

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

Purchase Order #: _____
Proposer/Bidder Name: _____
Mailing Address: _____
Telephone Number: _____

Contract Description: _____

Contract Amount: _____

Contract Goals: MBE _____ WBE _____

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

Signature of Contractor: _____

Print Name: _____

Title: _____ **Date** _____

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

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

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 7. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part VI of the contract book. the bidder shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

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

ATTACHMENT E- STATEMENT OF SUBCONTRACTOR PAYMENTS

INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of Subcontractor Payments form, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

PA 3749 C/ 8-07

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

PROCUREMENT
M/WBE PARTICIPATION PLAN
MODIFIED

Purchase Order #: _____

Contractor Name: _____

Mailing Address: _____

Telephone Number: _____

Contract Description: _____

_____

Contract Amount: _____

Contract Goals: MBE _____ WBE _____

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

Signature of Contractor: _____

Print Name: _____

Title: _____ **Date** _____

FOR OBJO USE ONLY

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected

Reviewed by: _____
OBJO Business Development Representative

Print Name: _____ Date _____

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

INSTRUCTIONS

CONTRATOR INSTRUCTIONS FOR RFP's: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 7. Proposal Submission Requirements.

CONTRATOR INSTRUCTIONS FOR BIDS: In accordance with Part IV of the contract book, the contractor shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

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

In the event that modification to the M/WBE Participation Plan is made after award, this form shall be submitted to the Manager or Designee within 10 days of the modification.

Attachment -G Certified Environmentally Preferable Products / Practices

Bidder/Proposer
Company Name: _____ Date: _____

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders/Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible.

Bidders/Proposers **must** complete this form and submit it with their response, if appropriate.

Bidders/Proposers **must** submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. **Packaging**

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

____ Use of corrugated materials that exceed the required minimum of 35% post-consumer recycled content

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

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

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

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

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

2. **Business Practices / Operations / Manufacturing**

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

____ Recycles materials in the warehouse or other operations

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

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

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

____ Other sustainable initiative

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

3. **Training and Education**

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

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

4. **Certifications**

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

____ ISO 14000 or adopted some other equivalent environmental management system

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

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

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

5. Other Environmental Criteria

Bidders/Proposers are encouraged to respond to criteria specifically indicated in this Bid/RFP as "desirable environmental criteria" (and attach the appropriate documentation) to receive consideration in the evaluation.

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

_____ Name _____ Date

(Sample Statement)

EXHIBIT I

XYZ COMPANY - Contract # _____

WAGE and BENEFITS STATEMENT

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

	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
DIRECT WAGES					
Straight-Time Wages	$330,000.00	$250,000.00	$ 90,000.00		
Shift Differential	2,000.00	-	-		
Total Direct Wages	$332,000.00	$250,000.00	$ 90,000.00		
HEALTH BENEFITS					
Health/Welfare	$ 63,900.00	$ 50,000.00	$ 40,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Total Health Benefits	$ 64,900.00	$ 51,000.00	$ 41,000.00		
SUPPLEMENTAL BENEFITS					
Holiday	$ 9,500.00	$ 8,000.00	$ 9,500.00		
Vacation	4,000.00	3,000.00	4,000.00		
Sick	4,000.00	3,000.00	4,000.00		
Personal	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please *specify*)	-	-	-		
Other (please *specify*)	-	-	-		
Total Supplemental Benefits	$ 44,600.00	$ 37,500.00	$ 44,600.00		
HOURS					
Straight-Time Hours	26,600.00	15,000.00	5,500.00		
Add: Roll Call Time, *if applicable* *	550.00	550.00	550.00		
Less: Relief Time, *if applicable* *	(500.00)	(500.00)	(500.00)		
Less: Meal Time, *if applicable* *	-	-	-		
Total Hours Worked	26,650.00	15,050.00	5,550.00		

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

* If Straight-Time hours already include Roll Call or exclude Meal & Relief time no adjustments are necessary.

COMPARISON					
AVERAGE HOURLY DIRECT WAGE	$ 12.46	$ 16.61	$ 16.22		
CONTRACT REQUIREMENTS	$ 12.75	$ 13.27	$ 15.43		
Difference	$ (0.29)	$ 3.34	$ 0.79		
AVERAGE HOURLY HEALTH BENEFITS	$ 2.44	$ 3.39	$ 7.39		
CONTRACT REQUIREMENTS	$ 3.00	$ 3.00	$ 3.00		
Difference	$ (0.56)	$ 0.39	$ 4.39		
AVERAGE HOURLY SUPPLEMENTAL BENEFITS	$ 1.67	$ 2.49	$ 8.04		
CONTRACT REQUIREMENTS	$ 1.65	$ 2.49	$ 7.00		
Difference	$ 0.02	$ 0.00	$ 1.04		
MINIMUM SALARIES (If Applicable)					
SALARIES PAID				$ 33,375.00	$ 42,777.00
CONTRACT REQUIREMENTS				$ 33,375.00	$ 40,600.00
Difference				$ -	$ 2,177.00

All employees received the minimum hourly health requirements as set forth in the letter of acceptance. ☐ **Yes** ☐ **No** **

All employees were paid the minimum hourly wage as required in the contract. ☐ **Yes** ☐ **No** **

** A listing of names and rates paid for all employees who did not meet the requirement is attached

Statement Certified by: _____

Print Name & Title Above

_____

Signature *Date*