

Olivencia, Mildred

From: Port Authority [webmaster@mail132-224.atl131.mandrillapp.com] on behalf of Port Authority [webmaster@panynj.gov]
Sent: Friday, March 18, 2016 11:17 AM
To: Van Duyne, Sheree; Ng, Danny; Torres-Rojas, Genara; Olivencia, Mildred; Shalewitz, William
Subject: FOI Request Submitted

A Freedom of Information request has been submitted.

Request date: 03/18/2016

Requested by: Yuberquis Perez

Business: Law Office of Brian P. Campbell P.C.

Address: 352 Hillview Terrace
P.O. Box 588
Franklin Lakes, NJ, Zip: 07417

Contact: Phone: 201-866-6200
Email: yuberquis@campbellesq.net

Records seeking: I am requesting the contract and/or agreement between the snow/ice removal company in charge of the JFK building 141 and the Port Authority of NY & NJ from 1/29/2015.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

April 7, 2016

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

Re: Freedom of Information Reference No. 16773

Dear Ms. Perez:

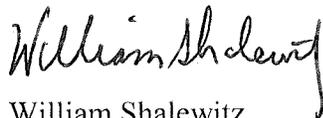
This is in response to your March 18, 2016 request, which has been processed under the Port Authority's Freedom of Information Code, copy enclosed, for "a copy of the contract and/or agreement between the snow/ice removal company in charge of Building 141 at JFK and The Port Authority of NY & NJ from 1/29/2015."

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16773-C/>. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, personal privacy.

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

Very truly yours,



William Shalewitz
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 3642 F: 212 435 7555



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

October 14, 2010

**OVERNIGHT MAIL
AND VIA FAX (201) 883-1212**
Ricardo Lopez, Vice President
Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601

**RE: GENERAL CLEANING AT JOHN F KENNEDY INTERNATIONAL
AIRPORT; BID # 20035; CONTRACT #4600008371; PO #4500061828**

Dear Mr. Lopez:

Your bid, addenda 1, 2, 3, 4, 5, 6, and 7, letter dated August 23, 2010 and email received August 25, 2010 addressing the subject Contract has been accepted. This Contract shall commence on November 1, 2010 and expire on October 31, 2013 subject to earlier termination or extension as provided for in the Contract. The Total Estimated Contract Price for this period is \$7,850,988.

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 the following CITS tracking number: 3543 N.

Your facility contact is Robert Ramos, who can be reached at (718) 244-3556. If you have any questions concerning the award of this contract, please contact Kathy Leslie Whelan at (212) 435-3929.

For invoicing and correspondence purposes, Purchase Order # 4500061828 has been assigned to this Contract.

Very truly yours,

Lillian Valenti
Director
Procurement Department

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



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 1/14/10

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

Due back on January 25, 2010, no later than 11:00 AM

Originally due on January 20, 2010, no later than 11:00 AM

The following changes are hereby made in the documents:

- A. This bid is postponed until January 25, 2010. Bids are due no later than 11:00 AM.**
- B. Page 3 of Part II, Contract Specific Information for Bidders add the following:**

“14. Aids to 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:

Monthly Supplies

	<u>No. of Cases</u>	<u>Count per Case</u>
<u>Bags</u>		
Blue recycling bags 40*48	5	100
Large clear recycling bags 40*48	50	150
Medium clear recycling bags 30*37	50	500
Wax Bags	3	500
<u>Paper Products</u>		
10" roll hand towels	55	6
8" roll hand towels	40	6

PS11All

Small bathroom tissue 15800	40	96
9" bathroom tissue	35	12
C-fold 493-00	30	150
Scott seat covers 07410-10	5	24
Rest Assure seat covers	3	20

Soap

Tidy Rich A7803 800 ml	10	12
Quantum Pink Hand Soap	5	4
Automatic Blue Soap	10	4

The Port Authority makes no representations, guarantees or warranties that the estimated quantities of service provided herein are accurate or complete, or that they will constitute the quantities of services required to be furnished under the Contract. The Bidder should carefully examine and study the entire contents of this booklet and shall make its own determination as to the quantities of service and all other things required to be done by the Contractor. The inclusion of the foregoing information by the 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 hereunder, hereby expressly agrees that it has not relied upon the foregoing information and shall not hold the Authority liable or responsible therefor."

- B. Page 12 of Part III, Contract Specific Terms and Conditions, second to last paragraph, line two, insert the words "...three (3) working days..." between "...by the Manager within " and "following the receipt..."**
- C. Page 12 of Part III, Contract Specific Terms and Conditions, second to last paragraph, line four, insert the words "...twenty-four (24) hours..." between "...by the Manager, within" and "following the receipt..."**
- D. Pages 5 through 23 of Part IV, Signature Sheet, Name and Residence of Principals Sheet and Pricing Sheet(s), "Contractor's Pricing Sheets" Delete these pages in their entirety and replace with attached labeled pages 5 through 23 "Contractor's Pricing Sheet, Revised 1/13/10"**
- E. Page 13 of Part V, Specifications, paragraph J, line one, delete "Nextel" and replace with "Verizon".**
- F. Page 15 of Part V, Specifications, renumber paragraph "5" to "15".**
- G. Page 18 of Part V, Specifications, second paragraph, line one, change "S8" to "8".**
- H. Page 53 of Part V, Specifications, add the following:**

"Building 215

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft.
B215-1		12	1612	FO-05	Vinyl Tiled Floor	19344
B215-2		2	1612	FO-04	Vinyl Tiled Floor	3224
B215-3		12	1250	FO-01	Ceramic Tile	15000
B215-4		4	300	GO-01	Glass	1200
B215-5		4	1850	FO-03	Concrete	7400

Building 111

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft.
B111-1		4	2901	FO-02	Carpeted Areas	11604
B111-2		12	1759	FO-01	Ceramic/Cement	21108
B111-3		12	3750	FO-05	Vinyl Tile	45000
B111-4		2	3750	FO-04	Vinyl Tile	7500

Building 208

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft.
B208-1		4	1901	FO-02	Carpeted Areas	7604
B208-2		12	733	FO-01	Ceramic/Cement	8796
B208-3		12	624	FO-05	Vinyl Tile	7488
B208-4		2	624	FO-04	Vinyl Tile	1248

Building 60

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft.
B60-1		12	10500	FO-01	Cermic Tile	126000"

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. There is no guarantee that these wages will be the same at the commencement of the new contract.

PS11All

If the Port Authority accepts your bid, 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 facility inspection held on January 8, 2010 is attached.**
- 4) The Minimum Hourly Wage that is mandated by the Port Authority is a minimum wage and may not reflect the wages in the union contract/rider associated with the union that claims jurisdiction at this site. It is the Bidder's responsibility to contact any union claiming jurisdiction to determine the appropriate wage for any employee working under this contract.**

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Bidders 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 Bidder 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 Bid which will be construed without reference to such questions.

Question # 1

On pages 6, 12 and 18 of the Contractor's Pricing Sheet, you are asking for pricing for Building 415. Where is that location?

Answer:

Building 415 is the Howard Beach Train Station. Refer to page 70 of Part V, Specifications.

Question # 2

Is there currently a union that claims jurisdiction at this work site? Is there a rider to the contract?

Answer:

Currently Local 348 claims jurisdiction at this site. There may be a rider to the union contract. The Bidder shall contact the union directly for more information.

Local 348 Health and Welfare Fund

108-36 Queens Blvd

Forest Hills, NY 11375

718-793-5715 – Tel

718-575-9504 – Fax

Question # 3

How many cell phones are currently in use by Contract staff?

Answer:

Six (6) cell phones in total are currently in use by Contract staff. Distribution is as follows: 1-Mgr, 1-Snow supvr, 1-Duty supvr, 1- Project crew supvr, 2-Rover.

Question # 4

Please make available the "calculation of hourly wage" sheets and the "Extraordinary Cleaning Service" pricing sheet from the current contract's most recent year?

Answer:

Attached are the Calculation of Hourly Wages Sheets and Pricing Sheets for the current contract.

Question #5

Can you make available a recent payroll register reflecting wage, position, seniority? If pick up current employees and make effort to avoid diminution of wages and benefits it would be helpful to know who is there.

Answer:

See attached

Question # 6

What are the number of FTE and PTE currently performing?

Answer?

Thirty-five (35) FT cleaners, ten (10) PT cleaners, six (6) FT supervisors, one (1) FT manager and one (1) PT clerk.

Question # 7

If we set our wages against those offered in the bid doc, will those wage levels be honored in the event we get no timely information or CBA from the union?

Answer:

The Port Authority has mandated minimum hourly wages for years one through three on pages 4 and 5 of Part V, Specifications, however, it is the Bidder's responsibility to prepare/submit pricing which is in compliance with the requirements of the contract. Also, refer to Question/Answer # 2 above.

Question # 8

Please provide estimated uses of various supplies such as paper, plastic and solutions (special request brand names if available).

Answer:

Refer to Letter A above.

Question # 9

In "Staffing" on page 20 there is a periodic crew listed of 3 people during tour A, Mon-Fri; does this mean that periodic work is not to be done on Saturday, Sunday or Holidays.

Answer:

Yes

Question # 10

Are window cleaning frequencies to be done with the three (3) periodic cleaners? e.g. Howard Beach Station, Building 14, etc.

Answer:

Yes

Question # 11

In the Contractors Pricing Sheet Part IV pages 5 and 6, we do not see a price slot for the following buildings: Howard Beach, Auto Shop and 50A.

Answer:

Refer to Question/Answer # 1 above for Howard Beach

Auto Shop is included under Building 14

50A is not included in this contract.

Question # 12

In the Contractors Pricing Sheet Part IV page 7, you request pricing for Snow Removal (2,000 hours), Wash and Re-lamp (2,000 hours) and Cleaner/Utility Porter (2,000 hours) and on the following page 8, there is also the same request mentioned before but different estimated hours. Is this correct?

Answer:

Yes. Page 8 refers to extraordinary cleaning services.

Question # 13

On Part V – Specifications page 12 under bullet B, you request the provision of walk off mats, will this be for the following buildings: 14, 145, 269, 254, 156, 141 and 142? On a weekly basis?

Answer:

Yes and yes. The buildings listed above are correct and are cleaned on a weekly basis.

The number of mats is as follows: twenty-five (25) 4'x 6', twenty (20) 6'x 6', three (3) 6'x 10' and two (2) 3'x 10' for a total of fifty (50).

Question # 14

Has the size of this contract increased significantly from the existing contract? It seems that the manpower requirements are much greater. Am I reading the following correctly from page 20 item 22, is the Authority expecting 36 - F/ T individual cleaners per 24 hour period Monday through Friday and 25 - F/T individual cleaners per 24 hour period, weekends and holidays?

Answer:

The scope of work for this bid has changed from the contract that is currently in place.

The staffing requirements specified on page 20 of Part V are full time positions, however, the Bidder shall determine how to staff these positions. The Port Authority encourages Bidders to retain current employees for this contract and to provide a stable work force.

Refer to page 3 of Part II, Contract Specific Information for Bidders.

Question # 15

Are holiday workers to be paid time and half?

Answer:

The Port Authority will only compensate the Contractor at the quoted prices submitted on the Contractor's Pricing Sheets. It is the Bidder's responsibility to contact any union claiming jurisdiction to determine the appropriate compensation for any employee working under this contract.

Question # 16

Will the Port Authority automatically adjust price on the contract upward over the successive years of the contract or is it preferred that we build the increase into the bid?

Answer:

The Bidder shall submit pricing for each year of the three (3) year base term on the Contractor's Pricing Sheets. In the event that the Port Authority exercises the option to extend the contract for an additional three (3) year period, pricing shall be escalated in accordance with page 4 of Part III, Contract Specific Terms and Conditions, Section 4, Price Adjustments.

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.

2010 AUG 18 PM 12: 11
PROCUREMENT

THE PORT AUTHORITY OF NY &

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: 

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.



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 1/20/10

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

- Due back on January 25, 2010, no later than 11:00 AM
- Originally due on January 20, 2010, no later than 11:00 AM

The following changes are hereby made in the documents:

- A. Page 3 of Part II, Contract Specific Information for Bidders, Section 14, Aids to Bidders, add the following:**

 "Urinal Screen 10 Cases
 Air Fresheners 5 Cases"

- B. Page 11 of Part III, Contract Specific Terms and Conditions, Section 8, Material, Supplies and Equipment, Paragraph A, add the following to the list of equipment:**
 "1 scissor lift"

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Bidders 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 Bidder 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 Bid which will be construed without reference to such questions.

Question # 1

How is window washing handled?

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Answer:

Currently a team of professional glass cleaners is performing this function.

Question # 2

Is it required for glass cleaners to have SIDA clearance (red-badged)?

Answer:

No

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 CORP.

INITIALED: CA

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

2010 AUG 18 PM 12: 11
PROCUREMENT



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 1/21/10

ADDENDUM #3

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

Due back on February 2, 2010, no later than 11:00 AM

Originally due on January 20, 2010, no later than 11:00 AM

The following changes are hereby made in the documents:

- A. This bid is postponed until February 2, 2010. Bids are due no later than 11:00 AM.**

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 CORP.

INITIALED:

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

2010 AUG 18 PM 12:11
PROCUREMENT

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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 1/29/10

ADDENDUM #4

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

- Due back on _____, no later than _____
- Originally due on January 20, 2010, no later than 11:00 AM

The following changes are hereby made in the documents:

- A. This bid is postponed until further notice.**

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Bidders 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 Bidder 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 Bid which will be construed without reference to such questions.

Question # 1:

In Addendum # 1, under "Aids to Bidders", what is the thickness/micron of the medium and large clear recycling bags?

Answer:

The Port Authority does not have this information. The bags must be of adequate thickness so as not to break or tear when fully loaded.

Question # 2

PS11All

In Addendum # 1, under "Aids to Bidders", 8" roll towels, what is core diameter? How many feet per roll? Brown or white? How many rolls/case?

Answer:

The Port Authority has the following information only: The towels are 500' per roll, White.

Question # 3

In Addendum # 1, under "Aids to Bidders", small bathroom tissue 15800...Issue: this GP product has been replaced by their #19880...will this be accepted?

Answer:

Yes, as long as the replacement product is equal to or better than what was included in Addendum # 1.

Question # 4

In Addendum # 1, under "Aids to Bidders", 9" bathroom tissue...1 or 2-ply?

Answer:

Bathroom tissue shall be 2-ply

Question # 5

In Addendum # 1, under "Aids to Bidders", Quantum pink hand soap, how is this packed, gallons? What type of dispenser is this going into?

Answer:

The pink hand soap is in 4 gallons containers and is used in a hand pump dispenser.

Question # 6

In Addendum # 1, under "Aids to Bidders", Automatic blue soap, what type of dispenser is this going into? How is this product packed? Is it dispensed as a foam or a liquid?

Answer:

The blue soap is used in a hand pump dispenser, packed 2-bottles per case, and is liquid.

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 CORP.

INITIALED: 

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

2010 AUG 18 PM 12: 11

PROCUREMENT

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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 04/05/10

ADDENDUM #5

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport:

- Due back on April 28, 2010, no later than 11:00 AM
- Originally due on January 20, 2010, no later than 11:00 AM

The following changes are hereby made in the documents:

- A. This bid is due back on Wednesday April 28, 2010 no later than 11:00 AM.**
- B. Part II – Contract Specific Information for Bidders, Page 2, Section 3, Expected Date of Commencement of Contract, delete “On or about May 1, 2010” and replace with “On or about September 1, 2010”.**
- C. Part II - Contract Specific Information for Bidders, Page 3, Section 13, Bidder’s Additional Submittal Requirements, add the following item labeled d.:**
 - “d. The Bidder shall show the number of full-time and part-time employees it intends to implement and manage in providing these services, including supervisory staff. The Bidder shall submit a plan to minimize employee turnover. It is the Port Authority’s preference to have the Bidder submit a staffing plan that maximizes the use of full-time employees.”**
- D. Part IV, Signature Sheet, Name and Residence of Principal Sheet and Pricing Sheet(s), pages 24 through 33, Calculation of Hourly Rate Forms, delete these sheets in their entirety and replace with the attached marked “Revised April 1, 2010”.**

PS11A11

**E. Part V, Specifications, pages 29 and 30, Section 28, Bldg 145 Extension
Periodic Cleaning, delete the following three sections:**

Area	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft	
F5021A	6	49	FO-04	Vending Machine Area - Area 103	294	
F5022A	2	48	FO-04	Elevator Motor Room 116	96	
F5023A	2	24	FO-04	Telephone Room 124	48	
F5024A	2	111	FO-04	Electric Room 125	222	
F5025A	2	100	FO-04	Mechanical Room 126	200	
F5026A	F5033A	6	108	FO-04	1st Fl Corridor to Lavatories Area 130	648
F5027A	F5034A	6	276	FO-04	2nd Fl Corridor to Lavatories	1656
F5028A	F5035A	6	169	FO-04	2nd Fl Women's Lounge 1 & 2 and Vestibule	1014
F5029A	F5036A	6	284	FO-04	2nd Fl Men's Locker Rooms 1 & 2	1704
F5030A		6	30	FO-04	Elevator	180
F5031A	F5037A	6	252	FO-04	Kitchen Area Room #206	1512
F5032A	F5038A	6	77	FO-04	Refueling Room #111	462
Total						

F5033A	F5026A	52	108	FO-05	1st Fl Corridor to Lavatories Area 130	5616
F5034A	F5027A	52	276	FO-05	2nd Fl Corridor to Lavatories	14352
F5035A	F5028A	52	169	FO-05	2nd Fl Women's Lounge 1 & 2 and Vestibule	8788
F5036A	F5029A	52	284	FO-05	2nd Fl Men's Locker Rooms 1 & 2	14768
F5037A	F5031A	52	252	FO-05	Kitchen Area Room #206	13104
F5038A	F5032A	52	77	FO-05	Refueling Room #111	4004
Total						60632

W5001A		4	960	WO-01	Women's Lavatory Room 217	3840
W5002A		4	960	WO-01	Men's Lavatory Room 208	3840
W5003A		4	336	WO-01	Women's Lavatory Room 128	1344
W5004A		4	336	WO-01	Men's Lavatory Room 131	1344
W5005A		4	224	WO-01	Unisex Lavatory Room 118	896
W5006A		4	384	WO-01	VIP Lavatory & Lounge Area #105	1536
Total						12800

PS11AII

F. On Addendum # 1 dated 1/14/10, please disregard Question # 2. See below for revised question/response.

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Bidders 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 Bidder does not mean or imply anything, nor should it be deemed to have any meaning, construction or implication, with respect to the terms and provisions of the Bid which will be construed without reference to such questions.

Question # 1

Is there currently a union that claims jurisdiction at this work site?

Answer # 1:

Currently Local 74 claims jurisdiction at this site. The Bidder shall contact the union directly for more information.

United Service Workers Union (USWU) Local 74
36-36 33rd Street, Suite 202
Long Island City, NY 11106
Telephone: 718-729-7400

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 CORP.

INITIALED: 

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PROCUREMENT
2010 AUG 18 PM 12:12



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 04/23/10

ADDENDUM #6

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

Due back on April 28, 2010, no later than 11:00 AM

Originally due on January 20, 2010, no later than 11:00 AM

The following changes are hereby made in the documents:

A. This bid is postponed until further notice.

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.

2010 AUG 18 PM 12:12
PROCUREMENT

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED:

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

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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 08/04/10

ADDENDUM #7

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

Due back on August 18, 2010, no later than 11:00 AM

Originally due on January 20, 2010, no later than 11:00 AM

The following changes are hereby made in the documents:

- A. This bid is due Wednesday, August 18, 2010, no later than 11:00 AM.**
- B. Letter B of Addendum # 5 dated 04/05/10, delete "On or about September 1, 2010" and replace with "On or about November 1, 2010".**
- C. Page 5 of Part III, Section 4, Price Adjustment, delete the last paragraph in its entirety and replace with:**

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

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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 Average Supplemental Benefits required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion.

The amounts payable to the Contractor during 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 for 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 theretofore paid by the Port Authority for such period."

- D. Page 4 of Part V, Section 3, Wages and Supplemental Benefits, paragraph A, 3), delete this paragraph in its entirety and replace with:

"3)"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, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, retirement and non-occupational disability benefits life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. 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 as Supplemental Benefits."

- E. Page 5 of Part V, Section 3, Wages and Supplemental Benefits, paragraph D, delete this paragraph in its entirety and replace with:

"D. 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

Hourly Direct Wage and Average Supplemental Benefits for employees holding the positions of Cleaner, Lavatory Attendant/Food Court Attendant, Supervisor and Resident Manager, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted."

- F. Page 6 of Part V, Section 3, Wages and Supplemental Benefits, paragraph H, delete this paragraph in its entirety and replace with:**

"H. 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 showing straight time hours worked, total straight time Wages paid and Supplemental and Health Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract 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, Supplemental and Health 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, attached hereto and made a part hereof."

- G. Page 6 of Part V, Section 3, Wages and Supplemental Benefits, paragraph I, delete this paragraph in its entirety and replace with:**

"I. 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, and the Average Hourly Direct Wages, Average Supplemental Benefits and Average Health Benefits as set forth in the Calculation of Average Hourly Rate Form (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 wages or

provided proper benefits(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 all 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. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract."

- H. Pages 20-22 of Part V, Section 22. Staffing and Section 23. Saturday, Sunday, Holidays, delete these sections in their entirety and replace with attached labeled revised 8/4/10.
- I. Page 57 of Part V, Section 43. Building 269, Paragraph # 1. Policing, First sentence, delete the words "...one male and...".

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

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PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: CH

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PROCUREMENT

2010 AUG 18 PM 12: 12

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-FIRST YEAR

(Revised 1/13/10)

<u>Building No.</u>	<u>Lump Sum Price First Year</u>
Building 14	\$ <u>1,217,995.52</u>
Building 161	\$ <u>18,915.04</u>
Building 269	\$ <u>240,808.53</u>
Buildings 254/255	\$ <u>87,123.29</u>
Building 215	\$ <u>18,915.04</u>
Building 156	\$ <u>120,404.27</u>
Building 145	\$ <u>180,506.07</u>
Building 60	\$ <u>18,915.04</u>
Building 141	\$ <u>40,532.22</u>
Building 15	\$ <u>40,532.22</u>
Building 208	\$ <u>18,915.04</u>
Building 142	\$ <u>27,021.48</u>
Building 30	\$ <u>15,025.45</u>

PART IV - 5
PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-FIRST YEAR

(Revised 1/13/10)

<u>Building No.</u>	<u>Lump Sum Price First Year</u>
Building 36	\$ <u>15,025.45</u>
Building 34	\$ <u>15,025.45</u>
Building 29	\$ <u>15,025.45</u>
Terminal 4 Traveler's Aid	\$ <u>18,915.04</u>
Buildings 111	\$ <u>40,532.22</u>
Building 415	\$ <u>180,506.07</u>

TOTAL FOR ALL BUILDINGS-FIRST YEAR \$ 2,330,638.89

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

PART IV - 6

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
First Year

	<u>Estimated Annual Square Foot/Hour/Each</u>	<u>X</u>	<u>Unit Price Per Square Foot/Hour/Each</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>216.00</u>
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>100.00</u>
Strip and Refinish	25,000 Sq. Ft.	X	\$ <u>0.009</u>	=	\$ <u>225.00</u>
Spray Buff	50,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>50.00</u>
Machine Scrub	25,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>50.00</u>
Shampoo + Extract	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Police Offices	50,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>200.00</u>
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>60.00</u>
Police Sidewalks	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Snow Removal	1,000 Hrs.	X	\$ <u>18.00</u>	=	\$ <u>18,000.00</u>
Utility Porters	4,000 Hrs	X	\$ <u>15.60</u>	=	\$ <u>62,400.00</u>
Bonnett Shampoo	150,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>150.00</u>
Provide Supervisor	500 Hrs	X	\$ <u>23.00</u>	=	\$ <u>11,500.00</u>
Glass Cleaning	10,000 Sq. Ft.	X	\$ <u>0.11</u>	=	\$ <u>1,100.00</u>
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$ <u>15.60</u>	=	\$ <u>3,120.00</u>
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>40.00</u>
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>

PART IV - 8
PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS

Extraordinary Cleaning Services

First Year

**EXTRAORDINARY CLEANING SERVICES
FIRST YEAR ESTIMATED CONTRACT PRICE**

\$97,501.00

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

PART IV - 9

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
First Year

TOTAL FOR ALL BUILDINGS-FIRST YEAR \$ 2,330,638.89

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE FIRST YEAR
ESTIMATED CONTRACT PRICE \$ 109,200.00

EXTRAORDINARY CLEANING SERVICES
FIRST YEAR ESTIMATED
CONTRACT PRICE \$ 97,501.00

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR
(SUM OF THE ABOVE) \$ 2,537,339.89

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-SECOND YEAR

(Revised 1/13/10)

<u>Building No.</u>	<u>Lump Sum Price Second Year</u>
Building 14	\$ <u>1,248,239.36</u>
Building 161	\$ <u>19,654.73</u>
Building 269	\$ <u>249,930.66</u>
Buildings 254/255	\$ <u>90,460.53</u>
Building 215	\$ <u>19,654.73</u>
Building 156	\$ <u>124,965.33</u>
Building 145	\$ <u>187,347.67</u>
Building 60	\$ <u>19,654.73</u>
Building 141	\$ <u>42,117.28</u>
Building 15	\$ <u>42,117.28</u>
Building 208	\$ <u>19,654.73</u>
Building 142	\$ <u>28,078.19</u>
Building 30	\$ <u>15,595.58</u>

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

PART IV - 11

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-SECOND YEAR

(Revised 1/13/10)

<u>Building No.</u>	<u>Lump Sum Price Second Year</u>
Building 36	\$ <u>15,595.58</u>
Building 34	\$ <u>15,595.58</u>
Building 29	\$ <u>15,595.58</u>
Terminal 4 Traveler's Aid	\$ <u>19,654.73</u>
Buildings 111	\$ <u>42,117.28</u>
Building 415	\$ <u>187,347.67</u>
 TOTAL FOR ALL BUILDINGS-SECOND YEAR	 \$ <u>2,403,377.22</u>

**CONTRACTOR'S PRICING SHEET
SECOND YEAR**

	<u>Estimated Annual Hours</u>	<u>X</u>	<u>Unit Price Per Hour</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Second Year					
Snow Removal	2,000	X	\$ <u>18.00</u>	=	\$ <u>36,000.00</u>
Wash & Re-lamp Fixtures	2,000	X	\$ <u>16.04</u>	=	\$ <u>32,080.00</u>
Cleaner/Utility Porters	2,000	X	\$ <u>16.04</u>	=	\$ <u>32,080.00</u>

	<u>Estimated Annual Sq. Ft.</u>	<u>X</u>	<u>Unit Price Per Sq. Ft.</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ <u>0.09</u>	=	\$ <u>3,150.00</u>
Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ <u>0.09</u>	=	\$ <u>1,800.00</u>
Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>3,330.00</u>
Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>2,520.00</u>

**SNOW REMOVAL, WASH & RELAMP
FIXTURES, UTILITY PORTERS AND GLASS WASH
AND RINSE SECOND YEAR ESTIMATED CONTRACT
PRICE** \$ 110,960.00

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

PART IV - 13

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS

Extraordinary Cleaning Services

Second Year

	Estimated Annual Square Foot/Hour/Each	X	Unit Price Per Square Foot/Hour/ Each	=	Total Estimated Contract Price
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>216.00</u>
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>100.00</u>
Strip and Refinish	25,000 Sq. Ft.	X	\$ <u>0.009</u>	=	\$ <u>225.00</u>
Spray Buff	50,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>50.00</u>
Machine Scrub	25,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>50.00</u>
Shampoo + Extract	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Police Offices	50,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>200.00</u>
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>60.00</u>
Police Sidewalks	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Snow Removal	1,000 Hrs.	X	\$ <u>18.00</u>	=	\$ <u>18,000.00</u>
Utility Porters	4,000 Hrs	X	\$ <u>16.04</u>	=	\$ <u>64,160.00</u>
Bonnett Shampoo	150,000 Sq. Ft	X	\$ <u>0.001</u>	=	\$ <u>150.00</u>
Provide Supervisor	500 Hrs	X	\$ <u>23.69</u>	=	\$ <u>11,845.00</u>
Glass Cleaning	10,000 Sq. Ft.	X	\$ <u>0.11</u>	=	\$ <u>1,100.00</u>
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$ <u>16.04</u>	=	\$ <u>3,208.00</u>
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>40.00</u>
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>

PART IV - 14

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

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
Second Year

**EXTRAORDINARY CLEANING SERVICES
SECOND YEAR ESTIMATED CONTRACT PRICE**

\$ 99,694.00

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

PART IV - 15

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
Second Year

TOTAL FOR ALL BUILDINGS-SECOND YEAR \$ 2,403,377.22

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE SECOND YEAR
ESTIMATED CONTRACT PRICE \$ 110,960.00

EXTRAORDINARY CLEANING SERVICES
SECOND YEAR ESTIMATED
CONTRACT PRICE \$ 99,694.00

ESTIMATED ANNUAL CONTRACT PRICE
SECOND YEAR

(SUM OF THE ABOVE) \$ 2,614,031.22

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-THIRD YEAR

(Revised 1/13/10)

<u>Building No.</u>	<u>Lump Sum Price Third Year</u>
Building 14	\$ <u>1,281,532.03</u>
Building 161	\$ <u>20,440.62</u>
Building 269	\$ <u>259,580.78</u>
Buildings 254/255	\$ <u>93,995.76</u>
Building 215	\$ <u>20,440.62</u>
Building 156	\$ <u>129,790.39</u>
Building 145	\$ <u>194,585.26</u>
Building 60	\$ <u>20,440.62</u>
Building 141	\$ <u>43,801.34</u>
Building 15	\$ <u>43,801.34</u>
Building 208	\$ <u>20,440.62</u>
Building 142	\$ <u>29,200.89</u>
Building 30	\$ <u>16,198.72</u>

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

PART IV - 17

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-THIRD YEAR

(Revised 1/13/10)

<u>Building No.</u>	<u>Lump Sum Price Third Year</u>
Building 36	\$ <u>16,198.72</u>
Building 34	\$ <u>16,198.72</u>
Building 29	\$ <u>16,198.72</u>
Terminal 4 Traveler's Aid	\$ <u>20,440.62</u>
Buildings 111	\$ <u>43,801.34</u>
Building 415	\$ <u>194,585.26</u>
 TOTAL FOR ALL BUILDINGS-THIRD YEAR	 \$ <u>2,481,672.37</u>

**CONTRACTOR'S PRICING SHEET
THIRD YEAR**

	<u>Estimated Annual Hours</u>	<u>X</u>	<u>Unit Price Per Hour</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Third Year					
Snow Removal	2,000	X	\$ <u>19.00</u>	=	\$ <u>38,000.00</u>
Wash & Re-lamp Fixtures	2,000	X	\$ <u>16.52</u>	=	\$ <u>33,040.00</u>
Cleaner/Utility Porters	2,000	X	\$ <u>16.52</u>	=	\$ <u>33,040.00</u>

	<u>Estimated Annual Sq. Ft.</u>	<u>X</u>	<u>Unit Price Per Sq. Ft.</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ <u>0.09</u>	=	\$ <u>3,150.00</u>
Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ <u>0.09</u>	=	\$ <u>1,800.00</u>
Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>3,330.00</u>
Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ <u>0.09</u>	=	\$ <u>2,520.00</u>

**SNOW REMOVAL, WASH & RELAMP
FIXTURES, UTILITY PORTERS AND GLASS WASH
AND RINSE THIRD YEAR ESTIMATED CONTRACT
PRICE** \$ 114,880.00

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

PART IV - 19
Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS

Extraordinary Cleaning Services

Third Year

	<u>Estimated Annual Square Foot/Hour/Each</u>	<u>X</u>	<u>Unit Price Per Square Foot/Hour/Each</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>216.00</u>
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>100.00</u>
Strip and Refinish	25,000 Sq. Ft.	X	\$ <u>0.009</u>	=	\$ <u>225.00</u>
Spray Buff	50,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>50.00</u>
Machine Scrub	25,000 Sq. Ft.	X	\$ <u>0.002</u>	=	\$ <u>50.00</u>
Shampoo + Extract	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Police Offices	50,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>200.00</u>
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>100.00</u>
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>60.00</u>
Police Sidewalks	25,000 Sq. Ft.	X	\$ <u>0.001</u>	=	\$ <u>25.00</u>
Snow Removal	1000 Hrs.	X	\$ <u>19.00</u>	=	\$ <u>19,000.00</u>
Utility Porters	4,000 Hrs	X	\$ <u>16.52</u>	=	\$ <u>66,080.00</u>
Bonnett Shampoo	150,000 Sq. Ft	X	\$ <u>0.001</u>	=	\$ <u>150.00</u>
Provide Supervisor	500 Hrs	X	\$ <u>24.40</u>	=	\$ <u>12,200.00</u>
Glass Cleaning	10,000 Sq. Ft.	X	\$ <u>0.11</u>	=	\$ <u>1,100.00</u>
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$ <u>16.52</u>	=	\$ <u>3,304.00</u>
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>40.00</u>
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$ <u>0.004</u>	=	\$ <u>20.00</u>

PART IV - 20

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

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS

Extraordinary Cleaning Services

Third Year

**EXTRAORDINARY CLEANING SERVICES
THIRD YEAR ESTIMATED CONTRACT PRICE**

\$ 103,065.00

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

PART IV - 21

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
Third Year

TOTAL FOR ALL BUILDINGS-THIRD YEAR \$ 2,481,672.37

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE THIRD YEAR
ESTIMATED CONTRACT PRICE \$ 114,880.00

EXTRAORDINARY CLEANING SERVICES
THIRD YEAR ESTIMATED
CONTRACT PRICE \$ 103,065.00

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR
(SUM OF THE ABOVE) \$ 2,699,617.37

CONTRACTOR'S PRICING SHEETS

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR

\$ 2,537,339.89

ESTIMATED ANNUAL CONTRACT PRICE
SECOND YEAR

\$ 2,614,031.22

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR

\$ 2,699,617.37

TOTAL ESTIMATED CONTRACT PRICE THREE YEARS
(SUM OF THE ABOVE)

\$ 7,850,988.48

PROCUREMENT
2010 AUG 18 PM 12:12

PART IV - 23
PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING
SHEET(S)

Rev. 6/1/07 (PA/PATH)

BIDDER NAME: Insh Cleaning Service BID NUMBER 20035

CLEANING AT JFK

YEAR ONE

CLEANER/UTILITY PORTER

MINIMUM WAGE: \$11.64/HOUR

FULL-TIME EMPLOYEES FORM

ITEM #1
AVERAGE HOURLY DIRECT WAGES \$ 11.93
NUMBER OF EMPLOYEES _____

ITEM #2
AVERAGE HEALTH BENEFITS \$ 3.16
HEALTH _____

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>0.28</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>0.46</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>0.33</u>	<u>5</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		
SUB TOTAL (ITEMS # 1, 2 & 3)	\$ <u>16.06</u>	sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>0.99</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.44</u>
F.U.I.	\$ <u>0.10</u>
WORKERS' COMPENSATION	\$ <u>0.77</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.09</u>
DISABILITY INSURANCE	\$ <u>0.77</u>
OTHER TAXES AND INSURANCE	\$ _____
SPECIFY _____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>0.35</u>
UNIFORMS	\$ <u>0.17</u>
EQUIPMENT	\$ <u>0.30</u>
MATERIALS	\$ <u>0.44</u>
SUPPLIES	\$ <u>1.42</u>
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ _____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 22.80

PART IV - 25

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

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR TWO
 CLEANER/UTILITY PORTER
 MINIMUM WAGE: \$11.99/HOUR

FULL-TIME EMPLOYEES FORM

ITEM # 1
 AVERAGE HOURLY DIRECT WAGES \$ 12.28
 NUMBER OF EMPLOYEES _____

ITEM #2
 AVERAGE HEALTH BENEFITS \$ 3.37
 HEALTH _____

ITEM #3
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>.28</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>.47</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>.33</u>	<u>5</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 16.63 sub total 1, 2 & 3

ITEM #4
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.01</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.45</u>
F.U.I.	\$ <u>0.10</u>
WORKERS' COMPENSATION	\$ <u>0.79</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.09</u>
DISABILITY INSURANCE	\$ <u>0.79</u>
OTHER TAXES AND INSURANCE	\$ _____
SPECIFY _____	

ITEM #5
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>0.35</u>
UNIFORMS	\$ <u>0.11</u>
EQUIPMENT	\$ <u>0.20</u>
MATERIALS	\$ <u>0.44</u>
SUPPLIES	\$ <u>1.42</u>
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____	
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.10
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 23.54

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

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR THREE
 CLEANER/UTILITY PORTER
 MINIMUM WAGE: \$12.35/HOUR

FULL-TIME EMPLOYEES FORM

ITEM #1

AVERAGE HOURLY DIRECT WAGES \$ 12.63
 NUMBER OF EMPLOYEES _____

ITEM #2

AVERAGE HEALTH BENEFITS \$ 3.62
 HEALTH _____

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	\$ <u>0.29</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>0.48</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>0.24</u>	<u>5</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		
SUB TOTAL (ITEMS # 1, 2 & 3)	\$ <u>17.26</u>	sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.04</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>.46</u>
F.U.I.	\$ <u>.11</u>
WORKERS' COMPENSATION	\$ <u>.82</u>
GENERAL LIABILITY INSURANCE	\$ <u>.10</u>
DISABILITY INSURANCE	\$ <u>.82</u>
OTHER TAXES AND INSURANCE	\$ _____
SPECIFY _____	

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ <u>0.35</u>
UNIFORMS	\$ <u>0.17</u>
EQUIPMENT	\$ <u>0.20</u>
MATERIALS	\$ <u>0.44</u>
SUPPLIES	\$ <u>1.42</u>
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE\$	_____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.20

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 24.39

PART IV - 27

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

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR ONE
 SUPERVISOR
 MINIMUM WAGE: \$17.18/HOUR

FULL-TIME EMPLOYEES FORM

ITEM # 1
 AVERAGE HOURLY DIRECT WAGES \$ 17.18
 NUMBER OF EMPLOYEES _____

ITEM #2
 AVERAGE HEALTH BENEFITS HEALTH \$ 1.63

ITEM #3
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>.39</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>.66</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>.26</u>	<u>4</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS SPECIFY _____	\$ _____	

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 20.12 sub total 1, 2 & 3

ITEM #4
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.41</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>.63</u>
F.U.I.	\$ <u>.15</u>
WORKERS' COMPENSATION	\$ <u>1.11</u>
GENERAL LIABILITY INSURANCE	\$ <u>.13</u>
DISABILITY INSURANCE	\$ <u>1.11</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ _____

ITEM #5
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ _____
UNIFORMS	\$ <u>.17</u>
EQUIPMENT	\$ _____
MATERIALS	\$ _____
SUPPLIES	\$ _____
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE\$ _____	\$ _____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 25.83

BIDDER NAME: Crist. Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR TWO
 SUPERVISOR
 MINIMUM WAGE: \$17.69/HOUR

FULL-TIME EMPLOYEES FORM

ITEM # 1
 AVERAGE HOURLY DIRECT WAGES \$ 17.69
 NUMBER OF EMPLOYEES _____

ITEM #2
 AVERAGE HEALTH BENEFITS \$ 1.63
 HEALTH _____

ITEM #3
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>.41</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>.68</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>.27</u>	<u>4</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 20.68 sub total 1, 2 & 3

ITEM #4
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.46</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>0.63</u>
F.U.I.	\$ <u>0.15</u>
WORKERS' COMPENSATION	\$ <u>1.14</u>
GENERAL LIABILITY INSURANCE	\$ <u>0.14</u>
DISABILITY INSURANCE	\$ <u>1.14</u>
OTHER TAXES AND INSURANCE	\$ _____
SPECIFY _____	

ITEM #5
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ _____
UNIFORMS	\$ <u>.17</u>
EQUIPMENT	\$ _____
MATERIALS	\$ _____
SUPPLIES	\$ _____
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ _____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.10

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 26.63

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

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR THREE
 SUPERVISOR
 MINIMUM WAGE: \$18.22/HR

FULL-TIME EMPLOYEES FORM

ITEM# 1
 AVERAGE HOURLY DIRECT WAGES \$ 18.22
 NUMBER OF EMPLOYEES _____

ITEM #2
 AVERAGE HEALTH BENEFITS \$ 1.63
 HEALTH _____

ITEM #3
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>.42</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>0.70</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>.28</u>	<u>4</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 21.25 sub total 1, 2 & 3

ITEM #4
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.50</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>.66</u>
F.U.I.	\$ <u>.16</u>
WORKERS' COMPENSATION	\$ <u>1.18</u>
GENERAL LIABILITY INSURANCE	\$ <u>.14</u>
DISABILITY INSURANCE	\$ <u>1.18</u>
OTHER TAXES AND INSURANCE	\$ _____
SPECIFY _____	

ITEM #5
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ _____
UNIFORMS	\$ <u>.17</u>
EQUIPMENT	\$ _____
MATERIALS	\$ _____
SUPPLIES	\$ _____
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE	_____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.20

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 27.44

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

BIDDER NAME: Crist. Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR ONE
 MANAGER
 SALARY: \$48,392

FULL-TIME EMPLOYEES FORM

ITEM # 1
 AVERAGE HOURLY DIRECT WAGES \$ 23.26
 NUMBER OF EMPLOYEES _____

ITEM #2
 AVERAGE HEALTH BENEFITS
 HEALTH \$ 1.63

ITEM #3
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>.54</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>.89</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>.36</u>	<u>4</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		
SUB TOTAL (ITEMS # 1, 2 & 3)		\$ <u>26.68</u> sub total 1, 2 & 3

ITEM #4
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.92</u>
N.Y.S.U.I./ N.J.S.U.I.	\$ <u>.85</u>
F.U.I.	\$ <u>.20</u>
WORKERS' COMPENSATION	\$ <u>1.50</u>
GENERAL LIABILITY INSURANCE	\$ <u>.18</u>
DISABILITY INSURANCE	\$ <u>1.50</u>
OTHER TAXES AND INSURANCE	\$ _____
SPECIFY _____	

ITEM #5
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ _____
UNIFORMS	\$ <u>0.17</u>
EQUIPMENT	\$ _____
MATERIALS	\$ _____
SUPPLIES	\$ _____
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ _____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.00
 TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 34.00

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR TWO
 MANAGER
 MINIMUM WAGE: \$49.195

FULL-TIME EMPLOYEES FORM

ITEM # 1
 AVERAGE HOURLY DIRECT WAGES \$ 23.65
 NUMBER OF EMPLOYEES _____

ITEM #2
 AVERAGE HEALTH BENEFITS \$ 1.63
 HEALTH _____

ITEM #3
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>.54</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>.91</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>.36</u>	<u>4</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS SPECIFY _____	\$ _____	

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 27.09 sub total 1, 2 & 3

ITEM #4
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>1.95</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>.86</u>
F.U.I.	\$ <u>.30</u>
WORKERS' COMPENSATION	\$ <u>1.53</u>
GENERAL LIABILITY INSURANCE	\$ <u>.18</u>
DISABILITY INSURANCE	\$ <u>1.53</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ _____

ITEM #5
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ _____
UNIFORMS	\$ <u>.17</u>
EQUIPMENT	\$ _____
MATERIALS	\$ _____
SUPPLIES	\$ _____
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE\$ _____	\$ _____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.10

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 34.61

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035
 CLEANING AT JFK
 YEAR THREE
 MANAGER
 SALARY: \$51,293

FULL-TIME EMPLOYEES FORM

ITEM # 1
 AVERAGE HOURLY DIRECT WAGES \$ 24.66
 NUMBER OF EMPLOYEES _____

ITEM #2
 AVERAGE HEALTH BENEFITS
 HEALTH \$ 1.63

ITEM #3
 AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE	\$ <u>.57</u>	<u>6</u>
VACATION ALLOWANCE	\$ <u>.95</u>	<u>10</u>
SICK TIME ALLOWANCE	\$ <u>.38</u>	<u>4</u>
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS SPECIFY _____	\$ _____	

SUB TOTAL (ITEMS # 1, 2 & 3) \$ 28.19 sub total 1, 2 & 3

ITEM #4
 AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	\$ <u>2.03</u>
N.Y.S.U.I./N.J.S.U.I.	\$ <u>.90</u>
F.U.I.	\$ <u>.21</u>
WORKERS' COMPENSATION	\$ <u>1.59</u>
GENERAL LIABILITY INSURANCE	\$ <u>.19</u>
DISABILITY INSURANCE	\$ <u>1.59</u>
OTHER TAXES AND INSURANCE SPECIFY _____	\$ _____

ITEM #5
 AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	\$ _____
UNIFORMS	\$ <u>.17</u>
EQUIPMENT	\$ _____
MATERIALS	\$ _____
SUPPLIES	\$ _____
RELIEF	\$ _____
ROLL CALL	\$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE\$ _____	\$ _____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ 1.20

TOTAL (ITEMS # 1, 2, 3, 4 & 5) \$ 36.07

Cristi Cleaning Service Corp.

77 Trinity Place
Hackensack, NJ 07601
Email: cristi1@optonline.net

Tel: 201-883-1717
Fax: 201-883-1212
Web: www.cristicleaningservice.com

August 16, 2010

The Port Authority of NY & NJ
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Re: Bid No. 20035
General cleaning and janitorial services at John F. Kennedy International Airport

Dear Sir/Madam:

Cristi Cleaning Service Corp. certifies that an employee who performs a similar role at a Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract.

If you have any questions or comments, please call me at the number above.

Sincerely,



Ricardo Lopez
Vice President

ATTACHMENT B- M/WBE PARTICIPATION PLAN

PROCUREMENT

PAGE _____ OF _____

PA 3749 B/ 08-07

THE PORT AUTHORITY OF NY & NJ

M/WBE PARTICIPATION PLAN

Office of Business and Job Opportunity

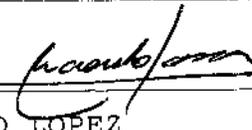
NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749 C MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: 20035
 Proposer/Bidder Name: CRISTI CLEANING SERVICE CORP.
 Mailing Address: 77 TRINITY PLACE, HACKENSACK, NJ
 Telephone Number: 201-883-1717

Contract Description: GENERAL CLEANING SERVICES
AT JOHN F KENNEDY INTERNATIONAL AIRPORT

Contract Amount: _____
 Contract Goals: MBE X WBE X

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
SELECTO FLASH SAFETY INC 14 VILLAGE PARK ROAD CEDAR GROVE, NJ 07009 CONTACT NAME:LISA COLON PHONE NUMBER:973-239-7788	MBE	COMPLETE UNIFORM AND SAFETY SUPPLIES			3%
JOHN A. EARL, INC. 216 UNION STREET HACKENSACK, NJ 07601 CONTACT NAME:JOHN EARL PHONE NUMBER:201-342-2453	MBE	CLEANING EQUIPMENT AND SUPPLIES.			3%
TOTAL:					

Signature of Contractor: 
 Print Name: RICARDO LOPEZ
 Title: VICE PRESIDENT Date 08/16/10

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

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

**THE PORT AUTHORITY OF NY & NJ
CONTRACTOR CERTIFICATION**

WHEREAS, The Port Authority of New York and New Jersey ("Port Authority") is a municipal corporate entity and political subdivision 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, to develop transportation, terminals, and other facilities of commerce within the statutorily defined Port District, which has its Executive Offices at 225 Park Avenue South, New York, N.Y. 10003; and,

WHEREAS, at the present time, pursuant to the 1921 Compact and subsequent bi-state amendatory and supplementary legislation, the Port Authority owns and/or operates forty (40) such facilities; and,

WHEREAS, the Port Authority is committed to protecting the public interest against fraud, waste, and abuse in any of their projects or operations, and in any of their contracts and subcontracts (including sub-subcontracts and other contracts thereunder) entered into in order to effectuate such projects or operations (hereinafter referred to collectively as "Port Authority contracts or subcontracts"); and,

WHEREAS, Cristi Cleaning Service Corp. ("Cristi" or "The Company") is a corporation organized and existing under the laws of the State of New York, having an office and principal place of business at 77 Trinity Place, Hackensack, N.J. 07601; and,

WHEREAS, certain information has come to the attention of the Port Authority to cause the Port Authority to review Cristi's background in order to determine whether the public interest is served by allowing Cristi to perform as a contractor or subcontractor for the Port Authority, in particular as a contractor for the General Cleaning and Janitorial Services, Port Authority Technical Center Contract, RFP #19248 ("Contract No. 19248") or the "Contract"; specifically that Cristi was investigated by the New York City Department of Investigation ("NYCDOJ") and the New York City Comptroller's Office ("NYC Comptroller") for failing to pay its employees the legally required prevailing wages on a New York City Department of Citywide Administrative Services ("NYC DCAS") Contract No.: 20040014861; and that Cristi entered into a Stipulation of Settlement with the NYC Comptroller on July 3, 2008, wherein Cristi agreed to a willful violation pursuant to subdivision 7 of Section 235 of the New York State Labor Law for failing to pay prevailing wages on the NYC HRA contract and agreed to pay NYC and Cristi's workers \$100,671.42 as part of the settlement and that as of the day of this Certification, Cristi has paid this settlement in full; and,

WHEREAS, Cristi failed to report the above-referenced investigation and Stipulation of Settlement to the Port Authority in response to the "No Investigation Certification" in Contract No. 19248, to which Cristi responded that they acknowledged their failure to report the investigation and Stipulation, and that the company was not aware of the fact that they had to report this information in the response to the "No Investigation Certification" portion of the contract.

WHEREAS, this Certification, is made for the express purpose of inducing the Port Authority to award new Port Authority contracts or approve the award of additional Port Authority subcontracts to Cristi including the Contract; and,

NOW THEREFORE, the following representations and covenants are hereby made by the undersigned on behalf of Cristi:

1. As to Cristi:
 - a. Neither Cristi nor any of its Affiliated Businesses¹ nor Key People², past or present, have ever been a target or subject of any criminal investigation.
 - b. Neither Cristi nor any of its Affiliated Businesses nor Key People, past or present, have ever been indicted or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument.
 - c. Neither Cristi nor any of its Affiliated Businesses nor Key People, past or present, have ever been served with a subpoena (other than that referenced in the Whereas clause above) or other compulsory process issued by any law enforcement agency or Grand Jury.
 - d. Neither Cristi nor any of its Affiliated Businesses nor Key People, past or present, have ever been notified of being the subject of court ordered electronic surveillance.
 - e. Neither Cristi nor any of its Affiliated Businesses nor Key People, directly or indirectly, have offered, given or agreed to give, or received or agreed to receive, any money, or any other benefit, to or from any, officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Cristi's business or for the benefit of Cristi.
 - f. Neither Cristi nor its Affiliated Businesses nor Key People, directly or indirectly, will offer, give or agree to give, or receive or agree to receive, any money, or any other benefit, to or from an officer or employee of the Port Authority, or any other governmental agency, or private business, or

¹ "Affiliated Businesses" shall mean: (a) a firm that owns a majority of The Company's voting stock; (b) a firm in which The Company owns a majority of the voting stock; (c) a firm which is a partner with The Company in a partnership or joint venture; (d) a firm which owns five percent (5%) or more of The Company; (e) a firm in which The Company has an ownership interest in the amount of five percent (5%) or more; (f) a business that directs or has the right to direct the daily operations of The Company; (g) a business, the daily operations of which The Company directs or has the right to direct; (h) an individual or firm that has the right to acquire ownership of any amount of stock pursuant to any stock option, arrangement, warrant right or otherwise, which if combined with such individual's or firm's current holding, would constitute five percent (5%) or more of the outstanding stock of The Company; and a company, subcontractor or consultant which is owned, in whole or in part, by any Key People of The Company, (see Footnote 2).

² "Key People" throughout this Certification include: (a) proprietors; (b) owners; (c) partners; (d) directors; (e) officers; (f) project managers; (g) project executives; (h) shareholders of five percent (5%) or more of The Company's issued stock, including owners of other securities (e.g., stock options, secured or unsecured bonds, warrants and rights, etc.) that can be converted to stock so that, if exercised, would constitute five percent (5%) of the firm's issued stock; (i) any group, individual and/or entity with the right to acquire ownership of an amount of The Company's stock, pursuant to any stock option, arrangement, warrant, right, or otherwise, which, if combined with the current holdings of such group, individual and/or entity, would constitute five percent (5%) or more of the outstanding stock; (j) each manager or individual participating in overall policy-making or financial decisions for the Company; and (k) each person in a position to control and/or direct the Company's overall operations.

labor union, for any unlawful purpose pertaining to the conduct of Cristi's business or for the benefit of Cristi.

2. Cristi shall report immediately to the Port Authority's Office of Inspector General ("OIG") any violation of this Certification.

3. Cristi agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Cristi's Key People become aware that Cristi, any of its Affiliated Businesses, and/or any of its Key People are:

- a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument; or,
- b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes; or,
- c. party to a non-prosecution agreement, deferred prosecution agreement, or a consent decree, or are otherwise granted immunity from prosecution; or,
- d. subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation, and whether or not Cristi, any of its Affiliated Businesses, and/or said Key People are notified, are in-fact, or otherwise believed to be, the subject or target of any such investigation.

4. Cristi further agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Cristi's Key People become aware that any of Cristi's and/or any of its Affiliated Businesses' employees or agents³ who are working, or have ever worked, on any government contract or subcontract are:

- a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,
- b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,
- c. subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature, and whether or not the employee or agent is

³ For purposes of this Certification, an "agent" is defined as any entity or person acting on behalf of or for the benefit of Cristi, including, but not limited to, expeditors.

notified, is in-fact, or otherwise believed to be, the subject or target of any such investigation.

5. Cristi further agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Cristi's Key People become aware that:

- a. any of Cristi's and/or any of its Affiliated Businesses' Key People, or employees or agents offer or agree to give any money, gratuity, or any other benefit to a contractor or subcontractor, public official or servant, or labor official for a purpose that is corrupt, or suspected of being corrupt; or,
- b. any of Cristi's and/or any of its Affiliated Businesses' Key People, or employees or agents are solicited by any contractor or subcontractor, public official or servant, or labor official to give any money, gratuity, or any other benefit for a purpose that is corrupt, or suspected of being corrupt; or,
- c. any of Cristi's and/or any of its Affiliated Businesses' Key People, or employees or agents make, or attempt to make, any agreement, or participate in, or attempt to participate in, any scheme, to rig bids, restrain trade by collusion or unfair trade or labor practices, or otherwise prevent the lowest responsible bidder from obtaining a contract; or,
- d. any person associated, or suspected of being associated, with organized crime has asserted, or attempted to assert, any influence over or established or maintained any relationship with Cristi and/or any of its Affiliated Businesses; or any entity or person with any role in the ownership or operation of Cristi and/or any of its Affiliated Businesses.

6. Cristi further agrees that it shall notify the Port Authority, through its OIG, within three (3) business days, the following occurrences which are brought to the attention of any of Cristi's Key People, involving a lack of honesty or business integrity or unethical business activity arising out of or in direct connection with Cristi's and/or any of its Affiliated Businesses' operations:

- a. any suspected or actual criminal activity on the part of Cristi's and/or any of its Affiliated Businesses' employees, agents, subcontractors, suppliers or vendors;
- b. any suspected or actual criminal or unethical business activity or practices, relating to any M/WBE or other similar business or job opportunity certification programs, on the part of Cristi's and/or any of its Affiliated Businesses' employees, agents, subcontractors, suppliers or vendors;
- c. any suspected or actual criminal activity on the part of any Port Authority or other governmental agency employees, officers, or agents; and,
- d. any suspected or actual criminal activity on the part of any labor officials.

However, Cristi shall be relieved of the disclosure obligations set forth in Paragraphs 3 thru and including Paragraph 6 in the event a government agency with prosecutorial authority or authority to investigate alleged criminal activity requests that the investigation or subpoena be maintained in confidence so long as it is understood that once the request for said confidence need no longer apply the disclosure obligations of Cristi be fully restored.

7. Cristi understands and acknowledges that this Certification, subject to its expiration in accordance with Paragraph 11 below, shall be incorporated into and be deemed a part of the Sub-Contract and all existing contracts and contracts hereafter awarded to Cristi by the Port Authority and shall be applicable to all existing subcontracts and subcontracts hereafter approved by the Port Authority, and that notwithstanding any conflicting provisions contained in any such contracts or subcontracts, this Certification takes precedence over such provisions. Cristi further understands and acknowledges that any false representation contained herein or a violation of any of the representations or covenants set forth herein may be deemed by the Port Authority to constitute a material breach of, and default under, all Cristi contracts with the Port Authority and all subcontracts approved by the Port Authority, and that the Port Authority may, at its election, immediately terminate any or all of such Contracts and rescind its approval of such subcontracts with the effect that Cristi shall not be permitted to continue as a contractor or subcontractor. In addition, in the event that the Port Authority determines that Cristi has failed to meet the terms of this Certification, the Port Authority, at its sole discretion, may require Cristi, at its own expense, to retain an Integrity Monitor, to be selected by the Port Authority, acting through the OIG, to monitor Cristi's activities, institute procedures and conduct internal inquiries, in a manner prescribed by the Port Authority.

8. Cristi understands that the Port Authority has the right to consider Cristi's responsibility status in the future and, in conformity with all applicable Port Authority regulatory due process requirements to which Cristi would otherwise be entitled, and to find it, to be a non-responsible bidder, in the event the facts should warrant such action.

9. Cristi hereby authorizes and grants the Port Authority, including its OIG and their Integrity Monitor, the right to audit and/or investigate, as may be reasonable or appropriate, to ensure compliance by Cristi and its Key People with the terms and conditions of this Certification. Cristi further agrees that it will cooperate fully and completely with the Port Authority, including its OIG and their Integrity Monitor, during and in connection with any such audits and/or investigations. Whereby such cooperation shall include, but is not limited to, granting the Port Authority, including its OIG and their Integrity Monitor, the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, in the possession or control of Cristi, its subsidiary and/or affiliated companies, and/or any other company directly or indirectly controlled by Cristi, its shareholders, or Key People. Pursuant to this Paragraph 9, Cristi shall also use its best efforts to assist the Port Authority, including its OIG and their Integrity Monitor, in obtaining access to, interviews with, and information from, former, current, and future persons employed or retained by Cristi, including, but not limited to, Key People, employees, and agents.

10. Cristi understands and acknowledges that in the event of an audit and/or investigation, pursuant to Section 9 of this Certification, the costs of such audit and/or

investigation incurred by the Port Authority, including its OIG and their Integrity Monitor, will be borne by Cristi in the event that evidence of such violations is established. In such an event, Cristi will be responsible for any related civil or criminal penalties upon a final determination by a court or administrative body of competent jurisdiction.

11. The undersigned declares and certifies that the foregoing information, is true and complete to the best of his/her knowledge and that the representations and covenants made herein will be strictly adhered to for the duration of the Sub-Contract and any contracts or subcontracts that may hereafter be awarded Cristi by the Port Authority, provided, however, that the above-referenced covenants shall expire three (3) years after the date of execution of this Certification.

A false representation or violation of any of the above undertakings or covenants made in connection with this Certification may prevent Cristi and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements with the Port Authority. In addition, such false representation or violation may subject Cristi and the undersigned to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), New Jersey Code of Criminal Justice Title 2C:28-3 (Unsworn Falsification to Authorities), and/or Title 13 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

CRISTI CLEANING SERVICES CORP

Dated: MARCH 17, 2010

BY: 
Principal

STATE OF NEW JERSEY

) SS: 22-2279656

COUNTY OF BERGEN

Ricardo Lopez, being duly sworn, deposes and says that he/she is a Principal of Cristi Cleaning Services Corp and that, to the best of his/her knowledge, the information provided herein is true and sufficiently complete so as not to be misleading; and that he/she has been properly authorized by Cristi Cleaning Services Corp to sign this Certification, on its behalf.

Subscribed and sworn to before
me this 17TH day of MARCH 2010,




Notary Public of New Jersey

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

MAR 17 2010

MILDRED E. AVILES
Notary Public of New Jersey
My Commission Expires 1/24/2012



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Certified

by

Office of Business & Job Opportunity

Cristi Cleaning Services Corporation

Certificate PA-2093

This certificate acknowledges that the above named firm is recertified as a **Small Business Enterprise (Janitorial Maintenance Services Program)**. 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 recertification application 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.

Lash Green
Director

Certified: November 21, 2008

Rosemary Jenkins Varela
Manager, Certification

Scheduled Re-evaluation: November 21, 2013



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Certified

By

Office of Business & Job Opportunity

Cristi Cleaning Service Corporation

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 recertification application 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.

Lash Green
Director

Certified: November 21, 2008

Rosemary Jenkins-Varela
Manager, Certification

Scheduled Re-evaluation: November 21, 2013



THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Certified

by

Office of Business & Job Opportunity

Christi Cleaning Services Corporation

Certificate PA-2093

This certificate acknowledges that the above named firm is recertified as a **Woman-owned 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 recertification application 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.

Lash Green
Director

Certified: November 21, 2008

Rosemary Jenkins Varela
Manager, Certification

Scheduled Re-evaluation: November 21, 2013

August 23, 2010

*Kathy Leslie Whelan
Service Acquisition Manager
Purchasing Division
The Port Authority of NY & NJ
One Madison Avenue
New York, NY 10010*

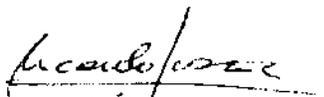
*RE: BID # 20035 GENERAL CLEANING SERVICES AT JOHN F. KENNEDY
INTERNATIONAL AIRPORT*

Dear Ms. Whelan:

On behalf of Cristi Cleaning Service, I am pleased to respond to the questions concerning the above referenced bid:

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*



STAFFING

<i>F/T Cleaners</i>	32	<i>P/T Cleaners</i>	21
<i>F/T Supervisors</i>	4	<i>P/T Supervisors</i>	3
<i>F/T Manager</i>	1	<i>P/T Clerk</i>	1

Stations

Monday to Friday

A Tour 11:00 PM X 7:30 AM

<i>Building 14</i>	<i>4 cleaners</i>	<i>2 matrons</i>	<i>6 Total</i>
<i>Building 145</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Building 269</i>	<i>1 cleaner</i>	<i>1 matron</i>	<i>2 Total</i>
<i>Building 156</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Howard Beach Terminal</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Roving for 141, 15, 111</i>	<i>1 cleaner</i>	<i>(ROVER)</i>	<i>1 Total</i>
<i>Periodic Crew</i>	<i>3 cleaners</i>		<i><u>3 Total</u></i>

Total Shift Cleaners 15

1 Cleaning Supervisor	Total Office Staff	<u>2</u>
1 Periodic Crew Supervisor	Full Shift Total	17

B Tour 7:00 AM X 3:30 PM

<i>Building 14</i>	<i>1 cleaner</i>	<i>1 matron</i>	<i>2 Total</i>
<i>Building 145</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Building 269</i>		<i>1 matron</i>	<i>1 Total</i>
<i>Building 156</i>	<i>1 cleaner (11:30AM X 8PM)</i>		<i>1 Total</i>
<i>Building 254/255</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Garages (29, 30, 34, 36)</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Howard Beach Terminal</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Auto Shop/Stockroom</i>	<i>1 cleaner (11:30AM X 8PM)</i>		<i>1 Total</i>
<i>Buildings 161, 208, 15, 111</i>	<i>1 cleaner</i>	<i>(ROVER)</i>	<i>1 Total</i>
<i>Buildings 141, 142, 215</i>	<i>1 cleaner</i>	<i>(ROVER)</i>	<i><u>1 Total</u></i>

Total Shift Cleaners 11

1 Manager	Total Office Staff	<u>3</u>
1 Cleaning Supervisor	Full Shift Total	14
1 Clerical		

C Tour 3:00 PM X 11:30 PM

<i>Building 14</i>		<i>1 matron</i>	<i>1 Total</i>
<i>Building 145</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Building 269</i>		<i>1 matron</i>	<i>1 Total</i>
<i>Howard Beach Terminal</i>	<i>1 cleaner</i>		<i>1 Total</i>
<i>Buildings 141, 142, 15</i>	<i>1 cleaner</i>	<i>(ROVER)</i>	<i>1 Total</i>
<i>Buildings 60, 111, 254</i>	<i>1 cleaner</i>	<i>(ROVER)</i>	<i>1 Total</i>
<i>50A-Travelers Aid Offices</i>			<hr/>

STAFFING

F/T Cleaners 32
F/T Supervisors 4
F/T Manager 1

P/T Cleaners 21
P/T Supervisors 3
P/T Clerk 1

Stations

Monday to Friday

A Tour 11:00 PM X 7:30 AM

Building 14	4 cleaners	2 matrons	6 Total
Building 145	1 cleaner		1 Total
Building 269	1 cleaner	1 matron	2 Total
Building 156	1 cleaner		1 Total
Howard Beach Terminal	1 cleaner		1 Total
Roving for 141, 15, 111	1 cleaner	(ROVER)	1 Total
Periodic Crew	3 cleaners		3 Total

Total Shift Cleaners 15

1 Cleaning Supervisor	Total Office Staff	<u>2</u>
1 Periodic Crew Supervisor	Full Shift Total	17

B Tour 7:00 AM X 3:30 PM

Building 14	1 cleaner	1 matron	2 Total
Building 145	1 cleaner		1 Total
Building 269		1 matron	1 Total
Building 156	1 cleaner (11:30AM X 8PM)		1 Total
Building 254/255	1 cleaner		1 Total
Garages (29, 30, 34, 36)	1 cleaner		1 Total
Howard Beach Terminal	1 cleaner		1 Total
Auto Shop/Stockroom	1 cleaner (11:30AM X BPM)		1 Total
Buildings 161, 208, 15, 111	1 cleaner	(ROVER)	1 Total
Buildings 141, 142, 215	1 cleaner	(ROVER)	1 Total

Total Shift Cleaners 11

1 Manager	Total Office Staff	<u>3</u>
1 Cleaning Supervisor	Full Shift Total	14
1 Clerical		

C Tour 3:00 PM X 11:30 PM

Building 14		1 matron	1 Total
Building 145	1 cleaner		1 Total
Building 269		1 matron	1 Total
Howard Beach Terminal	1 cleaner		1 Total
Buildings 141, 142, 15	1 cleaner	(ROVER)	1 Total
Buildings 60, 111, 254	1 cleaner	(ROVER)	1 Total
50A-Travelers Aid Offices			<u> </u>

1 Cleaning Supervisor

Total Shift Cleaners 6
Total Office Staff 1
Full Shift Total 7

Saturday, Sunday, Holidays

A Tour 11:00 PM X 7:30 AM

Building 14	1 cleaner	1 matron	2 Total
Building 145	1 cleaner		1 Total
Building 269	1 cleaner	1 matron	2 Total
Building 156	1 cleaner		1 Total
Howard Beach Terminal	1 cleaner		1 Total
Roving for 141, 15, 111, 254	1 cleaner	(ROVER)	1 Total

Total Shift Cleaners 8
Total Office Staff 1
Full Shift Total 9

1 Cleaning Supervisor

B Tour 7:00 AM X 3:30 PM

Building 14		1 matron	1 Total
Building 145	1 cleaner		1 Total
Building 269		1 matron	1 Total
Building 254/255	1 cleaner		1 Total
Building 156	1 cleaner (11:30AM X 8 PM)		1 Total
Garages (29, 30, 34, 36)	1 cleaner		1 Total
Howard Beach Terminal	1 cleaner		1 Total
Buildings 15, 141, 208, 215	1 cleaner	(ROVER)	1 Total

Total Shift Cleaners 8
Total Office Staff 1
Full Shift Total 9

1 Cleaning Supervisor

C Tour 3:00 PM X 11:30 PM

Building 14		1 matron	1 Total
Building 145	1 cleaner		1 Total
Building 269		1 matron	1 Total
Howard Beach Terminal	1 cleaner		1 Total
Buildings 141, 1S, 111, 254	1 cleaner	(ROVER)	1 Total
50A-Travelers Aid Offices			

Total Shift Cleaners 5
Total Office Staff 1
Full Shift Total 6

1 Cleaning Supervisor

INSURANCE

Insurance required by PA is included in our annual lump sum price.

WORK FORCE

Cristi Cleaning will keep the current work force at PA facility (building 14)

WAGES

Starting 11/1/2010 \$12.22 per hour

New hires 11/1/2010 \$11.64 per hour

Average hourly direct wages \$11.93

HEALTH BENEFITS FOR FULL TIME EMPLOYEES

Full Time employees \$798.00 per month

Full Time employees who choose to opt-out medical of Local 74 will receive \$300.00 per month less taxes in a separate check.

Average health benefit \$3.16 per hour

Our hourly calculation rate is based on 2080 hours

MANAGEMENT HEALTH BENEFITS

Health Benefits for non-union members (Supervisors-Manager) included the seven components required by PA (see attached form).

Hourly Rate Calculation Form on benefits not required by law should read as follow:

<i>Sick days</i>	<i>4</i>
<i>Personal</i>	<i>1</i>
<i>Vacations</i>	<i>10</i>
<i>Holidays</i>	<i>6</i>

STAFF TURNOVER RATIOS

Cristi Cleaning Service's staff turnover on contracts of this magnitude has historically been approximately five (5) percent.

In order to minimize turnover on this contract, we intend to offer decent wages, fair benefits, job security and bonuses. Additionally, we will provide all assigned employees a highly effective training program, allowing them to perform their duties in a much more proficient manner. We believe this last, coupled with the wages and benefits we will provide will allow us to minimize turnover of staff on this contract.

Financial Statement is hereby attached.

CRISTI CLEANING SERVICE

Preferred Provider- Family Health and Welfare Plan -

FAMILY PLAN INCLUDES	Class Based on Average Hours Worked Weekly							
	Class I		Class II		Class III		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		\$1,500		\$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)	\$40	\$40	\$70	\$70	\$80	\$80	\$90	\$90
DENTAL CARE BENEFITS								
Calendar Year Maximum	\$150	\$75	\$300	\$150	\$500	\$250	\$400	\$400
Calendar Year Deductible	\$70	\$30	\$70	\$30	\$30	\$30	\$30	\$30
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	\$75	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	\$1,720	\$1,720	\$4,510	\$4,510	\$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	\$140	\$140	\$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	First of the Month Following Two Months of Continuous Employment on a Fringe Contract 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.

CRISTI CLEANING SERVICE

Preferred Provider- Family Health and Welfare Plan -

FAMILY PLAN INCLUDES	Annual Maximum Benefit (Based on Average Hours Worked Weekly)							
	Class I		Class II		Class III		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		\$1,500		\$5,000		\$15,000		\$20,000
Dependent Children Life Insurance Benefits		\$1,500		\$1,500		\$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	\$600	\$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 - 70%								
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	\$670	\$630	\$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	\$7,390	\$7,390	\$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	\$390	\$390	\$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	First of the Month Following Two Months of Continuous Employment on a Pringe Contract 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.

Your Summary of Benefits



EPO

Local 74

– Grp. No. 720425-DL2

Benefit	In-Network ¹
Deductible	\$250/\$625
Coinsurance	10%
Coinsurance Stop Loss / Total Out-of-Pocket Maximum	\$15,000/\$37,500 / (\$1,500/\$3,750 out-of-pocket maximum)
Yearly Maximum	\$200,000
Lifetime Maximum	\$1,000,000
Dependent Children (covered to end of calendar year)	To age 19; full-time students to age 23
Preventive Care⁶	Member Pays In-Network¹
Adult Preventive Care	\$20 Copay – Xray & Lab subject to Deductible and Coinsurance
Annual Physical Exam	\$20 Copay – Xray & Lab subject to Deductible and Coinsurance
Well-Child Care (to age 19; including covered immunizations)	\$20 Copay – Xray & Lab subject to Deductible and Coinsurance – Immunizations covered in full.
Well-Woman Care	\$20 Copay – Xray & Lab subject to Deductible and Coinsurance
Home/Office/Outpatient Care	Member Pays In-Network¹
Home/Office Visits ¹	\$20 copay
Emergency Room (initial visit per occurrence)	\$250 copay (Waived if admitted within 24 hours)-Subject to Deductible and Coinsurance
Maternity Care	Deductible and Coinsurance
Allergy Care	
- Office Visit	\$20 copay
- Testing	Deductible and Coinsurance
- Treatment	
Home Healthcare (Up to 200 visits per calendar year)	Deductible and Coinsurance
Home Infusion Therapy	Deductible and Coinsurance
Hospice Care (Up to 210 days per lifetime)	Deductible and Coinsurance
Surgery ⁴ , Presurgical Testing, Anesthesia	
Chemotherapy, Radiation Therapy	
Infertility Care	
Laboratory Tests, X-rays	
MRI ⁴ , MRA ⁴ , CAT Scan ⁵ , PET ⁵ & Nuclear Cardiology ⁵	
Chiropractic Care ⁵	
Cardiac Rehabilitation	\$20 copay will apply to visit services – Xray and Lab subject to Deductible and Coinsurance
Second Surgical Opinion	
Kidney Dialysis	
Physical Therapy ⁴	
(Up to 30 visits per calendar year combined in home, office or outpatient facility)	
Other Short-Term Rehabilitative Therapies –	
Speech/Language ² , Occupational ² , Vision	
(Up to 30 visits per calendar year combined in home, office or outpatient facility)	

- (1) A network provider must deliver all care. The in-network office co-payment applies to examinations and evaluations only. Other services performed at the office setting may be subject to in-network deductible and coinsurance. There is no out-of-network option for this product.
- (2) You are responsible for obtaining precertification from Empire's Medical Management Program for these services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.
- (3) Precertification is required by Empire's Behavioral Healthcare Management Programs.
- (4) For services received from an Empire network provider, the provider must precertify in-network services or services may be denied; Empire's network providers cannot bill members beyond the co-payments for "examinations and evaluations" services and the in-network deductible and coinsurance for other covered services (for services subject to in-network cost share). Outside Empire's network area, you must obtain precertification from Empire's Medical Management Program for services from in-network BlueCard® PPO providers (with the exception of MRI, MRA, PET, CAT and Nuclear Cardiology services, which do not require precertification for services rendered from in-network BlueCard® PPO providers outside of Empire's network area). The BlueCard® PPO provider may call for you for services that do require precertification, but you will be responsible for penalties applied if precertification is not obtained.
- (5) Empire's network provider must obtain authorization for clinical/medical necessity for in-network services, or services may be denied; Empire network providers cannot bill members beyond the co-payments for "examinations and evaluations" services and the in-network deductible and coinsurance for other covered services (for services subject to in-network cost share). Authorization is not required for services rendered from in-network BlueCard® PPO providers outside of Empire's network area.
- (6) The following benefits, if provided in-network for Preventive Care, are not subject to copay, mammography screenings, cervical cancer screenings, colorectal cancer screenings, prostate cancer screenings, hypercholesterolemia screenings, diabetes screenings for pregnant women, bone density testing, annual physical examinations and up to two annual obstetric and gynecological examinations.

Your Summary of Benefits



Benefit	In-Network ¹
Inpatient Care²	Member Pays In-Network¹
Inpatient Hospital (As many days as is medically necessary; semiprivate room and board)	Deductible and Coinsurance
Physical Therapy, Physical Medicine or Rehabilitation (Up to 30 inpatient days per calendar year)	Deductible and Coinsurance
Surgery, Surgical Assistant, Anesthesia	Deductible and Coinsurance
Skilled Nursing Facility (Up to 120 days per calendar year)	Deductible and Coinsurance
Birthing Centers	Deductible and Coinsurance
Mental Health³	
Outpatient Visits in Office or Facility (Up to 40 outpatient visits per calendar year)	\$25 copay ³
Inpatient Care ³ (Up to 30 inpatient days per calendar year)	Deductible and Coinsurance
Biologically-based mental illness and serious emotional disturbances in children with certain risks/behaviors will be treated the same as any other illness once the visit limits have been exhausted.	Deductible and Coinsurance
Alcohol/Substance Abuse³	
Outpatient Visits (Up to 60 outpatient visits, which include 20 family counseling visits per calendar year)	\$25 copay ³
Inpatient Detoxification (Up to 7 days detox per calendar year)	Deductible and Coinsurance
Inpatient Rehabilitation (Up to 30 days per calendar year)	Deductible and Coinsurance
Other	
Medical Supplies	Deductible and Coinsurance
Durable Medical Equipment ⁴	Deductible and Coinsurance
Prosthetics & Orthotics ⁴	Deductible and Coinsurance
Ambulance	\$300 Allowance – Deductible and Coinsurance – Maximum payment \$270
Podiatric Care (non-routine footcare)	Maximum of \$1,000 per calendar year – Deductible and Coinsurance

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with Empire's Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

EPO BCBS Rev. April 2009

Prepared on 08/12/10

Leslie Whelan, Kathy

From: Cristi Cleaning Service [cristi1@optonline.net]
Sent: Wednesday, August 25, 2010 12:56 PM
To: Leslie Whelan, Kathy
Subject: BID # 20035 General Cleaning Services at John F. Kennedy International Airport
Attachments: Emergency Room Service1.jpg; Emergency Room Service2.jpg; Adelphi University 3.jpg

Dear Kathy,

As per your request, this is the additional information..

EMERGENCY ROOM SERVICE FOR MANAGEMENT

Please find attached sheet,

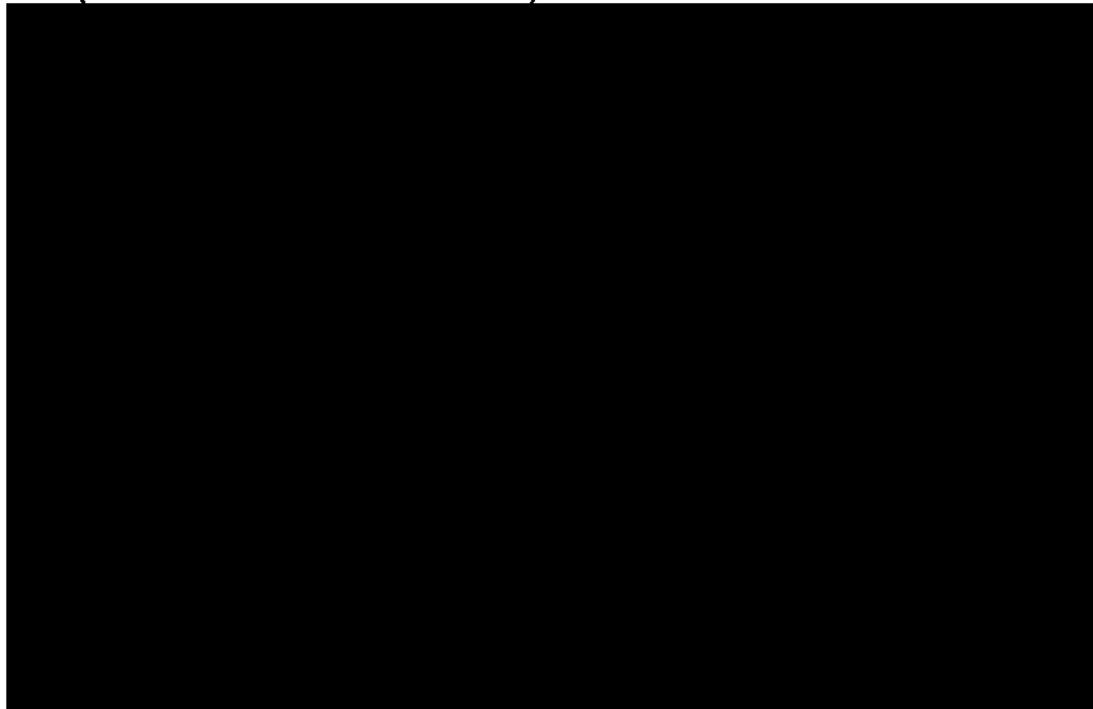
MANAGER SALARY

Current salary is \$22.50 per hour. He declined medical and received an additional \$1.48 per hour, total of \$23.98 per hour.

As of November 1, the salary will be \$23.27 per hour. If he ~~declines medical~~, once again, he will receive an additional \$1.63 per hour, total of \$24.90 per hour.

If you need additional information please let me know.

Thank You,
Ricardo Lopez



Mildred Aviles

From: Mildred Aviles [cristipayroll@optonline.net]
Sent: Friday, June 25, 2010 3:46 PM
To: 'John Higgins'
Subject: RE: Hospital emergency room visit

Thank you.

From: John Higgins [mailto:john@psabenefits.com]
Sent: Friday, June 25, 2010 2:42 PM
To: 'Mildred Aviles'
Cc: 'John Higgins'; 'Andi Demberg'
Subject: RE: Hospital emergency room visit

Good afternoon, Mildred

It's paid under the Outpatient "bucket." Here is some detailed information on it with the Emergency Room Benefit highlighted:

Outpatient Benefits

Physician's Visits

The Plan will provide certain benefits if you or your eligible dependent incur certain charges on an outpatient basis (or an inpatient basis if your Schedule of Benefits on page 1 does not include a Physician's Hospital Visit Benefit) as a result of any sickness or injury which does not arise out of or in the course of any employment for wage or profit. There is a deductible amount, which must be paid by you before the Plan will pay for any of the charges in excess of the deductible amount. The Plan will pay 100% of such excess charges up to the maximum annual benefit allowed in excess of the copayment or deductible as scheduled on page 1.

This benefit covers all charges (including emergency room charges) incurred by you or your eligible dependent as a result of any sickness or injury which does not arise out of or in the course of any employment for wage or profit, which:

- a. Are necessary to the care and treatment of sickness or injury and are incurred on the recommendation of a legally qualified physician, including charges for office-administered injectable anti-inflammatory agents, office-administered injectable allergy medications and physician-prescribed Durable Medical Equipment.
- b. Are not in excess of the reasonable charges, which would customarily be made for the same services and supplies under similar conditions in your community.

What You Pay - The portion you or your covered Dependent must pay out-of-pocket for a physician's office visit is called a "copayment" if the physician is In-Network, and a "deductible" if the physician is Out-of-Network.

The amount of the copayment or deductible is shown on page 1 of this SPD.

The Maximum Benefit - The maximum Physician's Visit Benefit that will be paid per benefit year over the deductible specified above is based on your classification and listed on page 1.

8/25/2010

In addition to the exclusions and limitations listed in the section of this SPD titled "General Exclusions and Limitations", the following are excluded charges for which no benefits will be payable:

Any charge incurred by the employee or eligible dependent:

1. For surgical operations (refer to Outpatient Surgery for exception).
2. For treatment of mental disorders, including charges for visits or consultations, with a psychiatrist or psychoanalyst (unless Plan has a Mental Illness or Functional Nervous Disorder Benefit on page 1).
3. Incurred as the result of a sickness (a) which arises out of or in the course of any occupation or employment for wage or profit, or (b) for which the employee or family member is entitled to benefits under any workers' compensation or occupational disease Law.
4. For the care and treatment of the teeth, gums or alveolar process, or for dentures, appliances or supplies used in such care and treatment.
5. For eye refractions, or the purchase of hearing aids or eyeglasses or the fitting thereof.
6. For medical exams not necessary to the treatment of sickness or disease, unless otherwise indicated on page 1 of this benefit booklet.
7. For charges for drugs and medicines administered in a Physician's office or emergency room, except Physician's office administered injectable antibiotics, injectable anti-inflammatory agents, and injectable allergy related medications.
8. For non-prescription drugs.
9. For prescription drugs purchased at a pharmacy.
10. For routine exams and immunizations, unless otherwise indicated on page 1 of this benefit booklet.
11. Charges for telephone consultations.
12. Physician Hospital (Inpatient) visits are excluded under this benefit if listed as a separate benefit on the Schedule of Benefits on page 1 of this benefit booklet.

Outpatient X-Ray and Lab

If you or your covered eligible dependents receive a laboratory test or x-ray examination which is made or recommended by a legally qualified physician and the test or examination is made in connection with a non-job related accidental bodily injury or sickness, the Plan will cover charges for the amount of fees actually charged for such examination (minus any deductible) up to the scheduled annual maximum shown on page 1 based on your classification.

Payment will not be made for any laboratory tests or x-ray examinations made in connection with eye examinations or the fitting of glasses, x-ray therapy, x-rays or laboratory tests made during confinement in a hospital, or x-rays made for diagnosis or treatment of disorders of the teeth or gums.

Chiropractic Care Benefit

Chiropractic Care is a covered benefit under this Plan. Your calendar year maximum is determined by your classification. Please refer to the Schedule of Benefits on page 1 for further information.

Emergency Room Benefit

Outpatient visits to the emergency room for a covered diagnosis are payable as

Medical Payments	
Medical Expense Limit	\$10,000 per person
Reporting period	Insured has three years to report covered medical expenses.
Definitions	
Bodily Injury	Includes mental anguish resulting from bodily injury, sickness, or disease that is physical in character.
Contractual Liability For railroad exposures	The definition of "insured contract" includes work within 50 feet of railroad exposures.
Mobile equipment ⁴	Includes snow removal, road maintenance, and street cleaning equipment with less than 1,000 pounds gross vehicle weight.

Conditions	
Unintentional failure to disclose hazards	Included
Primary and noncontributory coverage provided to additional insured	Coverage provided to additional insureds because of a written contract is provided on a primary and non contributing basis if the contract includes such an agreement.
Duties in the event of an occurrence	The requirement for prompt notice applies only when an occurrence, offense, claim, or suit is known to the partner, limited liability company manager, executive officer, trustee, or insurance manager.
Who is An Insured	
Incidental malpractice ⁵	Employed nurses, EMTs, and paramedics are insureds for injuries arising out of their professional health care services for the named insured.
Non-owned watercraft	Permissive users of covered non-owned watercraft are insureds. Those responsible for such users are also an insured provided they have no other insurance available to them.
Additional insured as required by written contract or permit	Includes anyone the insured agrees in writing to treat as an additional insured including: <ul style="list-style-type: none"> • Vendors, if policy includes products/completed operations coverage; • Lessors of equipment; • Lessors of land or premises; • Architects, Engineers or Surveyors; • State or Political Subdivisions issuing permits; and • Any other party, including completed operations if the contract requires it and the policy provides it.
Newly formed or acquired organizations	Covered for 180 days if a named insured owns more than 50% of the voting stock and no other insurance applies.
Unnamed subsidiaries	Covered if a named insured owns more than 50% of the voting stock of the unnamed subsidiary and no other insurance applies.
Supplemental Payments	
Bail bonds	\$1,000
Loss of earnings	\$500 per day
Appeal bonds	Covered to policy limit

This document outlines in general terms the coverages afforded under the policy. Such coverages may not be available in all states. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.

⁴ This enhancement does not apply in NY and VA.

⁵ This enhancement does not apply if the named insured is in the business of providing professional healthcare services.

Medical Payments	
Medical Expense Limit	\$10,000 per person
Reporting period	Insured has three years to report covered medical expenses.
Definitions	
Bodily Injury	Includes mental anguish resulting from bodily injury, sickness, or disease that is physical in character.
Contractual Liability For railroad exposures	The definition of "insured contract" includes work within 50 feet of railroad exposures.
Mobile equipment ⁴	Includes snow removal, road maintenance, and street cleaning equipment with less than 1,000 pounds gross vehicle weight.

Conditions	
Unintentional failure to disclose hazards	Included
Primary and noncontributory coverage provided to additional insured	Coverage provided to additional insureds because of a written contract is provided on a primary and non contributing basis if the contract includes such an agreement.
Duties in the event of an occurrence	The requirement for prompt notice applies only when an occurrence, offense, claim, or suit is known to the partner, limited liability company manager, executive officer, trustee, or insurance manager.

Who Is An Insured?	
Incidental malpractice ⁵	Employed nurses, EMTs, and paramedics are insureds for injuries arising out of their professional health care services for the named insured.
Non-owned watercraft	Permissive users of covered non-owned watercraft are insureds. Those responsible for such users are also an insured provided they have no other insurance available to them.
Additional insured as required by written contract or permit	Includes anyone the insured agrees in writing to treat as an additional insured including: <ul style="list-style-type: none"> • Vendors, if policy includes products/completed operations coverage; • Lessors of equipment; • Lessors of land or premises; • Architects, Engineers or Surveyors; • State or Political Subdivisions issuing permits; and • Any other party, including completed operations if the contract requires it and the policy provides it.
Newly formed or acquired organizations	Covered for 180 days if a named insured owns more than 50% of the voting stock and no other insurance applies.
Unnamed subsidiaries	Covered if a named insured owns more than 50% of the voting stock of the unnamed subsidiary and no other insurance applies.

Supplemental Payments	
Bail bonds	\$1,000
Loss of earnings	\$500 per day
Appeal bonds	Covered to policy limit

This document outlines in general terms the coverages afforded under the policy. Such coverages may not be available in all states. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.

⁴ This enhancement does not apply in NY and VA

⁵ This enhancement does not apply if the named insured is in the business of providing professional healthcare services



THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: GENERAL CLEANING SERVICES AT JOHN F KENNEDY INTERNATIONAL AIRPORT

BID NO.: 20035

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

BID DUE DATE: JANUARY 20, 2010

TIME: 11:00 AM

BUYER NAME: KATHY LESLIE WHELAN

PHONE NO.: (212) 435-3929

FAX#: (212) 435-3959

BIDDER INFORMATION

(TO BE COMPLETED BY THE BIDDER)

(PLEASE PRINT)

Crest Cleaning Service Corp.

(NAME OF BIDDING ENTITY)

77 Trinity Place

(ADDRESS)

Hackensack, NJ 07601

(CITY, STATE AND ZIP CODE)

Richard Lopez Vice President

(REPRESENTATIVE TO CONTACT-NAME & TITLE)

201-883-1717

(TELEPHONE)

[REDACTED]

(FEDERAL TAX I.D. NO.)

201-883-1212

(FAX NO.)

BUSINESS CORPORATION

PARTNERSHIP

INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

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

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. Form and Submission of Bid	3
2. Firm Offer	3
3. Acceptance or Rejection of Bids.....	3
4. Bidder's Questions.....	3
5. Additional Information To and From Bidders.....	4
6. Union Jurisdiction.....	4
7. Assessment of Bid Requirements	4
8. Bidder's Prerequisites	4
9. Qualification Information	4
10. Facility Inspection.....	6
11. Available Documents - General.....	6
12. Pre-award Meeting.....	7
13. Price Preference	7
14. Good Faith Participation	7
15. City Payroll Tax.....	8
16. Additional Bidder Information	8
17. Certification of Recycled Materials	9

PART I - STANDARD INFORMATION FOR BIDDERS

1. 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 with the Bidder's name and address conspicuously marked. 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.

2. Firm Offer

The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all other 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.

3. 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 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.

4. 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 Buyer listed on the Cover Sheet of this document. The Buyer 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 shall be communicated to all Bidders by written addenda issued

under the name of the Manager, Purchasing Services Division of the Port Authority. Addenda shall be considered part of the Contract.

5. Additional Information To and From Bidders

- a. 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.
- b. 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.

6. 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.

7. 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.

8. 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 they will be deemed qualified in connection with other bid requirements included herein.

9. 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 its 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 shall include, but 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 his/her authorized designee, that such statements accurately reflect the present financial condition of the Bidder.

Where the statements submitted pursuant to subparagraph's (i), (ii) or (iii) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the date on which the bids are opened, then the Bidder shall also submit a statement in writing, signed by an executive officer of the Bidder or his/her designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. A statement of work which the Bidder has on hand, including any work on which a bid 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 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 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.

10. 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.

11. 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 can 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.

12. Pre-award Meeting

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

13. 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.

14. Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity (OBJO) 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.

Bidders are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as Attachment B and Attachment C or 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. 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.

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/business-opportunities/sd-become-certified.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.

15. 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.

16. 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/DoingBusinessWith/contractors/html/other_info.html

17. Certification of Recycled Materials

Bidders shall submit, with their bid, Attachment D the Certified Environmentally Preferable Products / Practices Form 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.

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.

**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS,
TABLE OF CONTENTS**

1. Service(s) Required.....	2
2. Location(s) Services Required	2
3. Expected Date of Commencement of Contract	2
4. Contract Type.....	2
5. Duration of Contract	2
6. Price Adjustment during Base Term (Index Based)	2
7. Option Period(s).....	2
8. Price Adjustment during Option Period(s) (Index Based).....	2
9. Extension Period	2
10. Facility Inspection.....	2
11. Specific Bidder's Prerequisites	3
12. Available Documents.....	3
13. Bidder's Additional Submittal Requirements	3

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

Janitorial and limited snow removal services as more fully set forth herein.

2. Location(s) Services Required

Various buildings at John F. Kennedy International Airport and associated areas, as more fully described in the definition of "Facility" in the Specifications.

3. Expected Date of Commencement of Contract

On or about May 1, 2010

4. Contract Type

Unit Price and Lump Sum.

5. Duration of Contract

Three (3) years, expiring on or about April 30, 2013.

6. Price Adjustment during Base Term (Index Based)

Not Applicable.

7. Option Period(s)

There shall be one (1) three (3) year option period.

8. 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.

9. Extension Period

120 Day Applicable.

10. Facility Inspection

Date and Time: Friday, January 8, 2010 at 10:00 AM At Building 14, John F. Kennedy Airport

The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract.

All Bidders shall contact Robert Ramos at (718) 244-3556 or via e-mail at rramos@panynj.gov, Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m. to confirm their attendance and/or receive traveling directions

11. Specific Bidder's Prerequisites

The Bidder shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in the Standard Contract Terms and Conditions, in the Janitorial Maintenance Program by the day before the Bid opening date. Further, the Bidder must have been prequalified by the Port Authority to bid on Janitorial Maintenance contracts with an estimated annual dollar value over \$ 1,800,000.

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:

A conformed copy of the prior contract for Cleaning of Port Authority Buildings and Associated Areas at John F. Kennedy International Airport 46-4894 will be available for inspection at the site visit.

13. 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 medical coverage 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 "Health Benefits for Full-Time Employees", and such Health Benefits shall be provided within thirty (30) days of award of this Contract;
- c. The "Calculation of 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. Bidders are strongly encouraged to provide adequate medical leave so that employees may utilize their medical benefits. Please note that all calculations should be based on 2,080 annual hours.

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,
TABLE OF CONTENTS**

1. General Agreement	2
2. Duration	2
3. Payment.....	3
4. Price Adjustment.....	4
5. Liquidated Damages	5
6. Insurance	8
7. Increase and Decrease in Areas or Frequencies.....	10
8. Extra Work.....	11

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

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

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

2. Duration

- a) The initial term of this Contract (hereinafter called the “Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the “Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the option(s) to extend this Contract, then, not 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, as aforesaid, and the Base Term of this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the “Extension Period”), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed 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) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Contractor shall invoice one twelfth (1/12) the Annual Lump Sum Prices for said services inserted by the Contractor in the Pricing Sheets for the appropriate Contract Year. For each item of Extraordinary Cleaning Services and snow removal, wash and relamp fixtures, utility porters, glass wash and rinse etc. performed by the Contractor, the Contractor shall invoice the price per hour, price per square foot, as applicable, for such services inserted by the Contractor in the Pricing Sheets for the appropriate Contract Year, times the actual number of square feet cleaned or hours of work performed, as applicable, by the Contractor in the month.
- c) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice for all work performed satisfactorily. 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.

- d) 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.
- e) 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

For each year following the first year of the Base Term and for each year of any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III, hereof) the Port Authority shall adjust the compensation due 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, the Price Index shall be determined for the months of November 2011 and November 2012. The compensation payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for November 2012 and the denominator of which is the Price Index for November 2011. The resulting product shall not exceed 3% per annum and shall be the compensation payable in the first year of the Option Period.

For the second year of the Option Period, the Price Index shall be determined for the months of November 2012 and November 2013. The compensation payable in the first year of the Option Period shall be multiplied by a fraction the numerator of which is

the Price Index for November 2013 and the denominator of which is the Price Index for November 2012 . The resulting product shall not exceed 3% per annum and shall be the compensation payable in the second year of the Option Period.

For the third year of the Option Period, the Price Index shall be determined for the months of November 2013 and November 2014. The compensation payable in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2014 and the denominator of which is the Price Index for November 2013. The resulting product shall not exceed 3% per annum and shall be the compensation payable in the third year of the Option Period.

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

In the event the lump sum and unit prices set forth on the Contractor's Pricing Sheets shall be adjusted hereunder during the Option Periods, if exercised by the Port Authority, 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 lump sum and unit prices payable in the corresponding year of the Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth herein. 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 year of the 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 year. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect 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.

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:

- b) If the Contractor fails to satisfactorily perform any item of the work set forth in 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 Contractor's Pricing Sheet for that item. The liquidated damage 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 "Cleaners/Utility Porters" 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/her determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.
- c) If the Contractor fails to satisfactorily perform any Snow Removal Response, wash and re-lamp fixtures, Cleaner/Utility Porters, glass, wash and rinse, etc. 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/she shall consider generally accepted industry standards where such are available.
- d) 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 Resident Manager or Supervisor 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.
- e) If any Resident Manager or Supervisor 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 Resident Manager or Supervisor fails to respond.
- f) If the Contractor fails to have a Supervisor on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by \$200.00 per hour for each hour the Supervisor is not on duty.
- g) If the Contractor fails to have a Resident Manager on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by \$400.00 per hour for each hour the Resident Manager is not on duty.
- h) 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 commencement date and each subsequent three (3) month report at least twenty (20) days prior to the commencement of each three (3) month period, then the monthly installment payable hereunder shall be reduced by \$50.00 for each day that the schedule is past due.

- i) In the event the Contractor fails to provide the information every six (6) 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.
- j) 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.
- k) If 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.
- l) 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.
- m) 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, trailer, power washer, backpack blower, steam cleaners, trailer, vacuum 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 such machine, or other significant item of equipment as determined by the Manager is not provided and operable.
- n) 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.
- o) If the Contractor shall fail to submit to the Manager the Contractor's Safety Program within thirty (30) days then the monthly installment payable hereunder shall be reduced by \$50.00 for each day that the Contractor fails to submit the report.
- p) If the Contractor shall fail to hold the Monthly Safety Meeting with the Manager then the monthly installment payable hereunder shall be reduced by \$200.00 for each month in

which the Contractor fails to hold the meeting.

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/her 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.

6. Insurance

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

Commercial General Liability Insurance - \$ 25 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 25 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.

CITS # 3543N

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 five (5) business days, said changes to be effective upon the date specified in said notice.

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

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change whether increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Manager, are necessary to complete the work, by multiplying a unit of measure determined for the services, 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 his/her designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

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

acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances.

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

The 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 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 following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

1. SIGNATURE SHEET	2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET.....	3
3. PRICING SHEET(S)	4
Entry of Prices.....	4
4. Calculation of Hourly Wage.....	4

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME

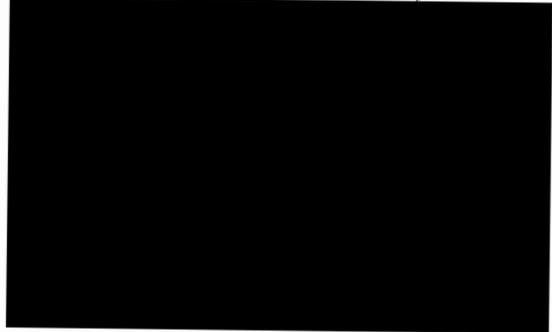
TITLE

ADDRESS OF RESIDENCE

(Do not give business address)

Cristina Lopez *President*

Ricardo Lopez *Vice President*



2010 AUG 18 PM 12: 12
PROCUREMENT

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).
- d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Total Estimated Contract Price, as required, based upon the applicable Unit Price inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- 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 Contractor shall insert, if applicable to this Contract and indicated as required, the percentage increase or decrease of charges for the years following the first year of this Contract. The percentage increase or decrease for the years following the first year, shall be applied to the Estimated Annual Contract Price of the preceding year, to obtain the Estimated Annual Contract Price for each following year.
- h. 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, including in the Estimated Annual Contract Price for the following years, if applicable, adjustments in the price due to a percentage increase or decrease for the years following the first year of the Contract to be inserted by the Bidder as described hereinbefore.

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-FIRST YEAR

<u>Building No.</u>	<u>Lump Sum Price First Year</u>
Building 14	\$ _____
Building 161	\$ _____
Building 269	\$ _____
Buildings 254/255	\$ _____
Building 215	\$ _____
Building 156	\$ _____
Building 145	\$ _____
Building 141	\$ _____
Building 15	\$ _____
Building 208	\$ _____
Building 142	\$ _____
Building 30	\$ _____
Building 36	\$ _____

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-FIRST YEAR

<u>Building No.</u>	<u>Lump Sum Price First Year</u>
Building 29	\$ _____
Building 34	\$ _____
Building 60	\$ _____
Buildings 111	\$ _____
Building 415	\$ _____
 TOTAL FOR ALL BUILDINGS-FIRST YEAR	 \$ _____

CONTRACTOR'S PRICING SHEET
FIRST YEAR

	<u>Estimated Annual Hours</u>	<u>X</u>	<u>Unit Price Per Hour</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
<u>First Year</u>					
Snow Removal	2,000	X	\$ _____	=	\$ _____
Wash & Re-lamp Fixtures	2,000	X	\$ _____	=	\$ _____
Cleaner/Utility Porters	2,000	X	\$ _____	=	\$ _____

	<u>Estimated Annual Sq. Ft.</u>	<u>X</u>	<u>Unit Price Per Sq. Ft.</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ _____	=	\$ _____
Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ _____	=	\$ _____
Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ _____	=	\$ _____
Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ _____	=	\$ _____

**SNOW REMOVAL, WASH & RELAMP
FIXTURES, UTILITY PORTERS AND GLASS WASH
AND RINSE FIRST YEAR ESTIMATED CONTRACT
PRICE** \$ _____

CONTRACTOR'S PRICING SHEETS

Extraordinary Cleaning Services

First Year

	Estimated Annual Square Foot/Hour/Each	X	Unit Price Per Square Foot/Hour/ Each	=	Total Estimated Contract Price
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$ _____	=	\$ _____
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Strip and Refinish	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Spray Buff	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Machine Scrub	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Shampoo + Extract	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Offices	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Sidewalks	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Snow Removal	1,000 Hrs.	X	\$ _____	=	\$ _____
Utility Porters	4,000 Hrs	X	\$ _____	=	\$ _____
Bonnett Shampoo	150,000 Sq.Ft	X	\$ _____	=	\$ _____
Provide Supervisor	500 Hrs	X	\$ _____	=	\$ _____
Glass Cleaning	10,000 Sq. Ft.	X	\$ _____	=	\$ _____
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$ _____	=	\$ _____
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$ _____	=	\$ _____
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$ _____	=	\$ _____
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$ _____	=	\$ _____

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
First Year

**EXTRAORDINARY CLEANING SERVICES
FIRST YEAR ESTIMATED CONTRACT PRICE**

\$ _____

CONTRACTOR'S PRICING SHEETS

First Year

TOTAL FOR ALL BUILDINGS-FIRST YEAR \$ _____

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE FIRST YEAR
ESTIMATED CONTRACT PRICE \$ _____

EXTRAORDINARY CLEANING SERVICES
FIRST YEAR ESTIMATED
CONTRACT PRICE \$ _____

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR
(SUM OF THE ABOVE) \$ _____

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-SECOND YEAR

<u>Building No.</u>	<u>Lump Sum Price Second Year</u>
Building 14	\$ _____
Building 161	\$ _____
Building 269	\$ _____
Buildings 254/255	\$ _____
Building 215	\$ _____
Building 156	\$ _____
Building 145	\$ _____
Building 141	\$ _____
Building 15	\$ _____
Building 208	\$ _____
Building 142	\$ _____
Building 30	\$ _____
Building 36	\$ _____

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-SECOND YEAR

<u>Building No.</u>	<u>Lump Sum Price Second Year</u>
Building 29	\$ _____
Building 34	\$ _____
Building 60	\$ _____
Buildings 111	\$ _____
Building 415	\$ _____
TOTAL FOR ALL BUILDINGS-SECOND YEAR	\$ _____

CONTRACTOR'S PRICING SHEET
SECOND YEAR

	<u>Estimated Annual Hours</u>	<u>X</u>	<u>Unit Price Per Hour</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Second Year					
Snow Removal	2,000	X	\$ _____	=	\$ _____
Wash & Re-lamp Fixtures	2,000	X	\$ _____	=	\$ _____
Cleaner/Utility Porters	2,000	X	\$ _____	=	\$ _____

	<u>Estimated Annual Sq. Ft.</u>	<u>X</u>	<u>Unit Price Per Sq. Ft.</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ _____	=	\$ _____
Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ _____	=	\$ _____
Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ _____	=	\$ _____
Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ _____	=	\$ _____

**SNOW REMOVAL, WASH & RELAMP
 FIXTURES, UTILITY PORTERS AND GLASS WASH
 AND RINSE SECOND YEAR ESTIMATED CONTRACT
 PRICE** \$ _____

CONTRACTOR'S PRICING SHEETS

Extraordinary Cleaning Services

Second Year

	Estimated Annual Square Foot/Hour/Each	X	Unit Price Per Square Foot/Hour/ Each	=	Total Estimated Contract Price
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$ _____	=	\$ _____
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Strip and Refinish Spray Buff	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Machine Scrub	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Shampoo + Extract	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Offices	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Lavatories Locker & Lunch Rms	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Hallways & Corridors	15,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Sidewalks	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Snow Removal	1,000 Hrs.	X	\$ _____	=	\$ _____
Utility Porters	4,000 Hrs	X	\$ _____	=	\$ _____
Bonnett Shampoo	150,000 Sq.Ft	X	\$ _____	=	\$ _____
Provide Supervisor	500 Hrs	X	\$ _____	=	\$ _____
Glass Cleaning	10,000 Sq. Ft.	X	\$ _____	=	\$ _____
Wash, Rinse, Relamp & Clean Light Fixtures	200 Hrs	X	\$ _____	=	\$ _____
Wash, Rinse and Seal Ceramic Walls	10,000 Sq. Ft.	X	\$ _____	=	\$ _____
Shampoo and Extract Wall Partitions	5,000 Sq. Ft.	X	\$ _____	=	\$ _____
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$ _____	=	\$ _____

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
Second Year

**EXTRAORDINARY CLEANING SERVICES
SECOND YEAR ESTIMATED CONTRACT PRICE**

\$ _____

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-THIRD YEAR

<u>Building No.</u>	<u>Lump Sum Price Third Year</u>
Building 14	\$ _____
Building 161	\$ _____
Building 269	\$ _____
Buildings 254/255	\$ _____
Building 215	\$ _____
Building 156	\$ _____
Building 145	\$ _____
Building 141	\$ _____
Building 15	\$ _____
Building 208	\$ _____
Building 142	\$ _____
Building 30	\$ _____
Building 36	\$ _____

CONTRACTOR'S PRICING SHEETS

ROUTINE AND PERIODIC CLEANING-THIRD YEAR

<u>Building No.</u>	<u>Lump Sum Price Third Year</u>
Building 29	\$ _____
Building 34	\$ _____
Building 60	\$ _____
Buildings 111	\$ _____
Building 415	\$ _____
TOTAL FOR ALL BUILDINGS-THIRD YEAR	\$ _____

CONTRACTOR'S PRICING SHEET
THIRD YEAR

	<u>Estimated Annual Hours</u>	<u>X</u>	<u>Unit Price Per Hour</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
<u>Third Year</u>					
Snow Removal	2,000	X	\$ _____	=	\$ _____
Wash & Re-lamp Fixtures	2,000	X	\$ _____	=	\$ _____
Cleaner/Utility Porters	2,000	X	\$ _____	=	\$ _____

	<u>Estimated Annual Sq. Ft.</u>	<u>X</u>	<u>Unit Price Per Sq. Ft.</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Glass Wash and Rinse Green Garage Interior & exterior	35,000	X	\$ _____	=	\$ _____
Glass Wash and Rinse Blue Garage Interior & exterior	20,000	X	\$ _____	=	\$ _____
Red Garage Glass Wash and Rinse Interior and Exterior	37,000 Sq. Ft.	X	\$ _____	=	\$ _____
Yellow Garage Glass Wash and Rinse Interior and Exterior	28,000 Sq. Ft.	X	\$ _____	=	\$ _____

**SNOW REMOVAL, WASH & RELAMP
FIXTURES, UTILITY PORTERS AND GLASS WASH
AND RINSE THIRD YEAR ESTIMATED CONTRACT
PRICE** \$ _____

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
Third Year

	<u>Estimated Annual Square Foot/Hour/Each</u>	<u>X</u>	<u>UnitPrice Per Square Foot/Hour/ Each</u>	<u>=</u>	<u>Total Estimated Contract Price</u>
Thorough Cleaning of Offices	54,000 Sq. Ft.	X	\$ _____	=	\$ _____
Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Thorough Cleaning of Hallways & Corridors	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Strip and Refinish Spray Buff	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Machine Scrub	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Shampoo + Extract	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Offices	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Lavatories Locker & Lunch Rms	50,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Hallways & Corridors	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Police Sidewalks	15,000 Sq. Ft.	X	\$ _____	=	\$ _____
Snow Removal	25,000 Sq. Ft.	X	\$ _____	=	\$ _____
Utility Porters	1000 Hrs.	X	\$ _____	=	\$ _____
Bonnett Shampoo	4,000 Hrs	X	\$ _____	=	\$ _____
Provide Supervisor	150,000 Sq.Ft	X	\$ _____	=	\$ _____
Glass Cleaning	500 Hrs	X	\$ _____	=	\$ _____
Wash, Rinse, Relamp & Clean Light Fixtures	10,000 Sq. Ft.	X	\$ _____	=	\$ _____
Wash, Rinse and Seal Ceramic Walls	200 Hrs	X	\$ _____	=	\$ _____
Shampoo and Extract Wall Partitions	10,000 Sq. Ft.	X	\$ _____	=	\$ _____
Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals	5,000 Sq. Ft.	X	\$ _____	=	\$ _____

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

PART IV - 20

Rev. 6/1/07 (PA/PATH)

CONTRACTOR'S PRICING SHEETS
Extraordinary Cleaning Services
Third Year

EXTRAORDINARY CLEANING SERVICES
THIRD YEAR ESTIMATED CONTRACT PRICE \$ _____

CONTRACTOR'S PRICING SHEETS

Third Year

TOTAL FOR ALL BUILDINGS-THIRD YEAR \$ _____

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE THIRD YEAR
ESTIMATED CONTRACT PRICE \$ _____

EXTRAORDINARY CLEANING SERVICES
THIRD YEAR ESTIMATED
CONTRACT PRICE \$ _____

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR
(SUM OF THE ABOVE) \$ _____

CONTRACTOR'S PRICING SHEETS

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR

\$ _____

ESTIMATED ANNUAL CONTRACT PRICE
SECOND YEAR

\$ _____

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR

\$ _____

TOTAL ESTIMATED CONTRACT PRICE THREE YEARS \$ _____
(SUM OF THE ABOVE)

CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF HOURLY RATE FORM

Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for the first year of the Base Term. The Bidder shall use these forms in support of the Wages and Supplemental Benefits Clause required under this Contract.

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Cleaner
Year 1

ITEM #1 \$ _____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____
VACATION ALLOWANCE \$ _____
SICK TIME ALLOWANCE \$ _____
HEALTH \$ _____
PENSION \$ _____
WELFARE \$ _____
OTHER SUPPLEMENTAL BENEFITS \$ _____
SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____ sub total 1&2

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

PART IV - 25

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

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Cleaner

Year 2

ITEM #1 \$ _____ item 1

DIRECT WAGES

NUMBER OF EMPLOYEES _____

ITEM #2

SUPPLEMENTAL BENEFITS

(ITEMS NOT REQUIRED BY LAW)

NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

HEALTH \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____ sub total 1&2

ITEM #3

TAXES AND INSURANCE

(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #4

ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

PART IV - 26

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

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Cleaner

Year 3

ITEM #1 \$ _____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____
VACATION ALLOWANCE \$ _____
SICK TIME ALLOWANCE \$ _____
HEALTH \$ _____
PENSION \$ _____
WELFARE \$ _____
OTHER SUPPLEMENTAL BENEFITS \$ _____
SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____ sub total 1&2

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

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

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Supervisor

Year 1

ITEM #1 \$ _____ item 1

DIRECT WAGES

NUMBER OF EMPLOYEES _____

ITEM #2

SUPPLEMENTAL BENEFITS

(ITEMS NOT REQUIRED BY LAW)

**NUMBER OF
DAYS PROVIDED**

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

HEALTH \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____ sub total 1&2

ITEM #3

TAXES AND INSURANCE

(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #4

ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

PART IV - 28

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

Rev. 6/1/07 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Supervisor
Year 2

ITEM #1 \$ _____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____
VACATION ALLOWANCE \$ _____
SICK TIME ALLOWANCE \$ _____
HEALTH \$ _____
PENSION \$ _____
WELFARE \$ _____
OTHER SUPPLEMENTAL BENEFITS \$ _____
SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____ sub total 1&2

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MICE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

PART IV - 29
PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Supervisor

Year 3

ITEM #1 \$ _____ item 1

DIRECT WAGES

NUMBER OF EMPLOYEES _____

ITEM #2

SUPPLEMENTAL BENEFITS

(ITEMS NOT REQUIRED BY LAW)

NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____

VACATION ALLOWANCE \$ _____

SICK TIME ALLOWANCE \$ _____

HEALTH \$ _____

PENSION \$ _____

WELFARE \$ _____

OTHER SUPPLEMENTAL BENEFITS \$ _____

SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____

sub total 1&2

ITEM #3

TAXES AND INSURANCE

(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____

N.Y.S.U.I. \$ _____

F.U.I. \$ _____

WORKERS' COMPENSATION \$ _____

GENERAL LIABILITY INSURANCE \$ _____

DISABILITY INSURANCE \$ _____

OTHER TAXES AND INSURANCE \$ _____

SPECIFY _____

ITEM #4

ADDITIONAL COMPONENTS

(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____

UNIFORMS \$ _____

EQUIPMENT \$ _____

MATERIALS \$ _____

SUPPLIES \$ _____

RELIEF \$ _____

ROLL CALL \$ _____

OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____

SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

PART IV - 30

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

Rev. 6/1/07 (PA/PATH)

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Manager

Year 1

ITEM #1	\$ _____	item 1
<u>DIRECT WAGES</u>		
NUMBER OF EMPLOYEES	_____	
ITEM #2		
<u>SUPPLEMENTAL BENEFITS</u>		NUMBER OF
(ITEMS NOT REQUIRED BY LAW)		DAYS PROVIDED
HOLIDAY ALLOWANCE	\$ _____	_____
VACATION ALLOWANCE	\$ _____	_____
SICK TIME ALLOWANCE	\$ _____	_____
HEALTH	\$ _____	
PENSION	\$ _____	
WELFARE	\$ _____	
OTHER SUPPLEMENTAL BENEFITS	\$ _____	
SPECIFY _____		
SUB TOTAL (ITEMS #1 & 2)	\$ _____	sub total 1&2
ITEM #3		
<u>TAXES AND INSURANCE</u>		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	\$ _____	
N.Y.S.U.I.	\$ _____	
F.U.I.	\$ _____	
WORKERS' COMPENSATION	\$ _____	
GENERAL LIABILITY INSURANCE	\$ _____	
DISABILITY INSURANCE	\$ _____	
OTHER TAXES AND INSURANCE	\$ _____	
SPECIFY _____		
ITEM #4		
<u>ADDITIONAL COMPONENTS</u>		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	\$ _____	
UNIFORMS	\$ _____	
EQUIPMENT	\$ _____	
MATERIALS	\$ _____	
SUPPLIES	\$ _____	
RELIEF	\$ _____	
ROLL CALL	\$ _____	
OTHER COMPONENTS NOT SPECIFIED ABOVE	\$ _____	
SPECIFY _____		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	\$ _____	
TOTAL (ITEMS #1, 2, 3 AND 4)	\$ _____	

PART IV - 31

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

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Manager

Year 2

ITEM #1
DIRECT WAGES
NUMBER OF EMPLOYEES \$ _____ item 1

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW) NUMBER OF
DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____
VACATION ALLOWANCE \$ _____
SICK TIME ALLOWANCE \$ _____
HEALTH \$ _____
PENSION \$ _____
WELFARE \$ _____
OTHER SUPPLEMENTAL BENEFITS \$ _____
SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____ sub total 1&2

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

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

PART IV - 32

BIDDER NAME: _____ BID NUMBER _____

CALCULATION OF HOURLY RATE

Manager
Year 3

ITEM #1 \$ _____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW) NUMBER OF DAYS PROVIDED

HOLIDAY ALLOWANCE \$ _____
VACATION ALLOWANCE \$ _____
SICK TIME ALLOWANCE \$ _____
HEALTH \$ _____
PENSION \$ _____
WELFARE \$ _____
OTHER SUPPLEMENTAL BENEFITS \$ _____
SPECIFY _____

SUB TOTAL (ITEMS #1 & 2) \$ _____ sub total 1&2

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A. \$ _____
N.Y.S.U.I. \$ _____
F.U.I. \$ _____
WORKERS' COMPENSATION \$ _____
GENERAL LIABILITY INSURANCE \$ _____
DISABILITY INSURANCE \$ _____
OTHER TAXES AND INSURANCE \$ _____
SPECIFY _____

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL \$ _____
UNIFORMS \$ _____
EQUIPMENT \$ _____
MATERIALS \$ _____
SUPPLIES \$ _____
RELIEF \$ _____
ROLL CALL \$ _____
OTHER COMPONENTS NOT SPECIFIED ABOVE \$ _____
SPECIFY _____

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT \$ _____

TOTAL (ITEMS #1, 2, 3 AND 4) \$ _____

PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S) PART IV - 33

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS..... 1

1. Specific Definitions 3
2. Work Required by the Specifications 3
3. Wages and Supplemental Benefits..... 4
4. Health Benefits for Full-Time Employees..... 7
5. Periodic Cleaning..... 8
6. Management and Supervision..... 9
7. Personnel Requirements..... 11
8. Materials, Supplies and Equipment 11
9. Approval of Equipment, Materials and Supplies..... 13
10. Uniforms 14
11. Breakdown, Malfunction or Damage..... 15
12. Contractor's Vehicles - Parking – Licenses 15
13. Trash Removal 15
14. Scheduling of Work 16
15. Space Provided to the Contractor 17
16. Inclement Weather Requirements - Snow Removal..... 17
17. Safety Provisions 18
18. Extraordinary Cleaning Services 19
19. Utility Porters..... 19
20. Extraordinary Cleaning Services – Supervisor..... 19
21. Keys and Security 19
22. Staffing..... 20
23. Saturday, Sunday, Holidays..... 21
24. Water Coolers 22
25. Scope Of Work - Procedures 24
26. Periodic Cleaning Codes..... 26
27. Howard Beach Station Periodic Cleaning..... 27
28. Bldg 145 Extension Periodic Cleaning..... 28
29. Bldg. 145A' Periodic Cleaning..... 30
30. Bldg156FA Periodic Cleaning..... 32
31. Bldg.141A Periodic Cleaning..... 33
32. Bldg142A Periodic Cleaning 34
33. Bldg 15A Periodic Cleaning 35
34. Bldg 156 PA Periodic Cleaning..... 36
35. Bldg 269A Periodic Cleaning 36
36. Bldg 2545 A Periodic Cleaning 38
37. Bldg 14A Periodic Cleaning 40
38. Bldg 145STA Periodic Cleaning 41
39. Bldg 14B Periodic Cleaning 42
40. Bldg 156C Periodic Cleaning 53
41. Building 14..... 54
42. Building 161..... 56
43. Building 269..... 57
44. Buildings 254 And 255 58

45.	Building 215.....	59
46.	Building 156.....	60
47.	Building 145.....	61
48.	Building 60.....	62
49.	Building 141.....	63
50.	Building 15.....	64
51.	Building 208.....	65
52.	Building 142.....	66
53.	Green Parking Garage-Building 30	67
54.	Blue Parking Garage-Building 36.....	68
55.	Red Parking Garage-Building 34.....	68
56.	Yellow Parking Garage-Building 29	68
57.	Terminal 4-Travelers Aid	69
58.	Building 111.....	69
59.	Howard Beach Air Train Terminal Building # 415	70

PART V – SPECIFICATIONS

1. Specific Definitions

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

“Facility” shall collectively mean designated areas at the Port Authority John F. Kennedy International Airport.

The terms “Manager” or “Facility Manager” shall mean the Port Authority Manager of John F. Kennedy International Airport or his duly appointed representative.

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.

The term “Full-Time Employee (F.T.E.)” shall mean a Contractor’s employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hour requirement.

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 although the specified work may not need to be performed on a daily basis at the discretion of the Facility Manager, the Contractor shall perform the specified cleaning service when the area, surfaces or items do not meet the definition of “clean” hereunder

2. Work Required by the Specifications

These Specifications relate generally to the performance of general cleaning services and limited snow removal in Port Authority operated spaces at John F. Kennedy International Airport, located in the State of New York and all designated areas, buildings and properties associated therewith. These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding sentence.

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. Wages 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 Cleaner/Utility Porter, and other administrative personnel performing such duties exclusively.
- 2) "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 plans are not included as wages.
- 3) "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, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. 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 as Supplemental Benefits.
- 4) "Non-overtime Hours Worked" shall mean the straight-time 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.
- 5) "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, may accrue in one year but may not be paid to the following Contract year.

For example: Assume an employee begins working for the Contractor on January 1, 2007. 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 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and 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 2007.

- 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 Wage and fair and reasonable Supplemental Benefits for each employee in each category as set forth below.

Minimum Hourly Wage.

Year One

Cleaner/ Utility Porter- \$11.64 (per hour)

Supervisor- \$17.18 (per hour)

Year Two

Cleaner/ Utility Porter- \$11.99 (per hour)

Supervisor- \$17.69 (per hour)

Year Three

Cleaner/ Utility Porter- \$12.35 (per hour)

Supervisor- \$18.22 (per hour)

The Contractor shall provide in the first year of the contract the following salaries for the categories of management employees called for in this contract. Such salaries are exclusive of supplemental benefits as defined herein

Resident Manager

Year One - \$48,392

Year Two - \$49,195

Year Three - \$51,293

- D. 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 Minimum Hourly Wage for employees holding the positions of Cleaner /Utility Porter, Resident Manager and Supervisor shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.
- E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee hourly Wages higher than the Minimum Hourly Wage hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wage per job title, set forth above, allows the Contractor to pay or provide some of its employees hourly Wages 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.

- F. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental 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 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.
- G. The Contractor 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 and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have 15 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 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, supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the wages and supplemental benefits provisions of this contract.

- H. 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 showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract 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 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, attached hereto and made a part hereof.
- I. 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 set forth herein (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 wages (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 Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all 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. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

- J. 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(s) due to the Contractor under this Contract.
- K. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

4. Health Benefits for Full-Time Employees

A. Definition:

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors 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.

B. 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 this paragraph 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 Hourly Rate Form for each employee in each category required under this 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 or enrollment fees:
 - 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 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 Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.
 - 7) The Contractor shall provide continued health benefits to Full Time Employees 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.

5. Periodic Cleaning

The Exhibits, attached hereto and made a part of these Specifications enumerates those routines at the Site of the Work which are to be cleaned hereunder on a routine basis, as well as those cleaning services that are to be provided by the Contractor on a regularly scheduled (periodic) basis. Such areas shall be cleaned in the manner and at the times and frequencies set forth in the Exhibits, or other hours designated by the Manager.

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:

1x year-Items marked "1 x yr." shall be cleaned once each year but the Contractor shall allow at least 300 days but not more than 360 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 3 calendar months 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 56 calendar days and no more than 60 calendar days to elapse between cleanings and at least 4 calendar days to elapse between cleaning so marked and other cleaning services required in the same area.

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.

26 x year - Items marked "26x yr." shall be cleaned every other week, but the Contractor shall allow at least 11 calendar days but not more than 14 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 but no more than 7 calendar days to elapse between cleanings

6. Management and Supervision

- A. The Contractor shall assign a Resident Manager whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:30 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 Resident Manager 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; overall supervision of assigned staff, scheduling of Work, ordering of equipment, material and supplies and training of employees. The Contractor's Resident Manager shall also 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 Contractor shall also supply clerical support for this Contract whose duties shall consist of, but not be limited to, timekeeping, ordering of supplies, payroll functions and other clerical duties as necessary. Such clerical support shall be a maximum of twenty (20) hours per week.

The Contractor shall also assign sufficient supervisory staff, but in no event less than one Supervisor for Routine Cleaning and one Supervisor for Periodic Cleaning during all times in which such cleaning is performed. The presence of the Routine Cleaning Supervisor at the Site of the Work will be required daily, twenty-four (24) hours per day, seven (7) days per week, Monday through Sunday, including holidays.

A supervisor for Periodic Cleaning shall be present at the Site of Work whenever periodic cleaning shall be performed.

These supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder and they shall not be assigned to the performance of administrative tasks.

- B. No Resident Manager or supervisor assigned hereunder shall directly perform the cleaning and janitorial services required by this Contract or any clerical duties except for those approved by the Manager.
- C. All Resident Managers and supervisors assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.
- D. The Manager shall have the right to approve any Resident Manager or supervisor proposed by the Contractor for assignment hereunder.
- E. All Resident Managers and supervisors assigned hereunder shall have at least five (5) 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, including references, as the Manager may request. The Contractor shall also provide the Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five years prior experience with respect to such individual.

- F. The Contractor's Resident Manager or duly authorized representative shall be available at those times specified, to the Facility Manager, or duly authorized representative, 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.

- G. Primary residence telephone numbers and alternate phone numbers shall be made available to the Manager for the Resident Manager and Supervisors.
- H. The cost for the Resident Manager, Clerical Staff and all such supervisors shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

7. Personnel Requirements

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and 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.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten Kennedy Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. All employees to be performing under this contract will not be allowed to perform any of the Work unless such personnel have been approved, in advance, by the Authority upon the successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Authority at the Facility.

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.

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.

8. Materials, Supplies and Equipment

- A. The contract shall have the following items of equipment, at a minimum, at the facility for the performance of the work.
 - Tandem Trailer 375 gallon water tank with power washer mounted to trailer, power washer to generate hot water at 3500 psi at a minimum
 - 1 backpack gas powered blower

- 8 gas powered 2 stage snow blowers
- 8 walk behind spreaders with rotary tires deflector shields and 100 lbs capacity
- 2 steam cleaners (Mondo Vap model 2400) or approved equal
- 1 Tennant ride on triple action scrubber model T-15 or approved equal
- 1 Tennant ride on triple action scrubber model 7100 or approved equal
- 1 trailer to transport all equipment .
- 3 walk behind buffing/burnishing machines
- 1 walk behind battery powered triple action machine
- 10 electric carpet vacuums with Hepa filters
- 2 backpack electric vacuums with Hepa filters

Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, floor scrubbers, polishers (commonly known as single action floor machines) power jet washers, snow blowers, deicer- spreaders, snow shovels, wet/dry vacuums, battery operated triple action machines, high impact extraction machine (for use on carpets, furniture and partitions).

- B. Materials and supplies to be provided by the Contractor hereunder shall include but not be limited to detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, plastic bags, polishes, sponges, graffiti, glue removal products, and walk off mats. For possible blood and blood product cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste.
- C. Furthermore, the Contractor shall stock and refill, as necessary, dispensers or containers for liquid or powdered soap, paper towels, toilet tissue, 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.
- D. 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. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, he shall be reimbursed for the purchase price of the replacement provided that he has supplied a receipt for such purchase to the Manager.

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.

- E. The Contractor shall retain any revenues derived from the sale of sanitary napkins and tampons; 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 unless otherwise authorized by the Manager.

- F. The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.
- G. The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.
- H. The Contractor shall replace as necessary all cartridges and batteries used in the Automatic Odor Counteracting Dispenser Units located in all lavatories covered in this Contract. Batteries will be supplied by the Port Authority.
- I. The Port Authority shall supply all fluorescent tubes and other bulbs necessary for re-lamping.
- J. The Contractor shall supply Nextel or Port Authority-approved equal cell phones/two way communication devices for the Resident Manager, supervisory personnel, outside building policing staff and other staff as directed by the Port Authority. The cell phones/ communication devices shall be worn by said personnel at all times while on the premises.
- K. The Contractor shall furnish, install and maintain a date/stamp/time clock in Building 14.
- L. Daily time cards shall be required for all personnel at the beginning of each shift.
- M. The Contractor shall furnish a commercial fax machine, a personal computer and commercial copier for their office and their use at Building 14. No separate compensation shall be due the Contractor from the Port Authority for this equipment.
- N. All scaffolding used under this Contract shall be in compliance with OSHA.
- O. The Contractor shall have a scissor lift (height of 20') and a means of transporting the lift to various locations.

9. Approval of Equipment, Materials and Supplies

Only equipment, materials and supplies approved in advance by the Manager shall be used by the Contractor in performing the Work required hereunder. The equipment, materials and supplies which are currently approved for use are set forth in the "Port Authority Approved Products List - Environmental Protection Supplies." in "Attachment A" This list may be revised periodically and the Contractor shall be responsible for obtaining all updated listings from the Manager's office.

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

10. Uniforms

The Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder 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 employees name which shall be subject to the Manager's approval and shall be worn at all times by all Contractor employees while at the Site of Work.

The Contractor agrees that its employees will present a neat clean and orderly appearance at all times, and that the Contractor will supply the Contractor's employees with sufficient uniforms to comply with said requirements. The Contractor will also be responsible for ensuring that its employees are wearing shoes, gloves and rain gear that are appropriate for the tasks performed. Personal clothing shall not be worn in any manner as will cover any part of the uniform. The contractor shall supply each employee with at least two changes of uniform per week.

The Contractor shall supply "Parka" coats with hoods, boots and water proof gloves to all of its employees required to perform any function outdoors relating to this Contract during the months of November through April during each year of this Contract.

Wearing of any type of head gear inside the building is forbidden unless it is part of the Contractor issued uniform. Head gear/caps must be worn in an appropriate manner as approved by the Manager.

The Contractor will be granted a thirty (30) day grace period at the start of the Contract to ensure that his employees are attired in proper uniform. Any employee assigned to perform Work after such grace period has expired must be attired as required under this clause within fifteen (15) days after being so assigned.

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 Work or to furnish any required number of employees at a specific location at the Site of the Work as specified

11. 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 or serviced hereunder, he shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate

12. Contractor's Vehicles - Parking - Licenses

Any vehicles required for use under this Contract shall be for the exclusive use for this Port Authority Contract and shall not be removed from the Facility for any purpose except for maintenance without the permission of the Manager.

The Contractor shall be required to have the following vehicles for the performance of the work:

- 2 Mini vans or approved equal Passenger capacity of 7
- 3 6 passenger crew cab pickup trucks with power lift gates
- 1 12 passenger full size van .

All vehicles shall be mechanically sound and in safe operating condition. The operators of the Contractors vehicle shall maintain valid drivers licenses issued by the States of New York or New Jersey.

The Authority shall permit the Contractor to park such vehicles in such area or areas at the Site of the Work as the Manager may, from time to time designate. 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 Facilities 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. Each vehicle used in the performance of Work required hereunder shall display, at all times, a license plate issued by the Authority attesting to successful completion of such Port Authority inspection.

13. Trash Removal

All garbage, debris and other waste materials arising out of or in connection with the Contractor's operations hereunder shall be placed in the appropriate dumpster or compactor provided by the Port Authority, at a location at the Site of the Work to be designated by the Port Authority, for collection and removal by others. No such garbage, debris or other waste materials shall be permitted to be thrown, discharged or disposed of into or upon any land areas or waterways surrounding or bounding the Facility.

The Port Authority has a source separation recycling program in effect. The Contractor will be required to pick-up and transport certain designated recyclable materials to various dumpsters/containers throughout the Facility to conform to recycling requirements. All lids/covers of dumpsters must be closed when not in use. Such dumpster/container shall be supplied by the Port Authority.

14. Scheduling of Work

- A. The Contractor shall, during the term of this Contract, with respect to Work covered by these Specifications submit to the Manager a written report generated by computer as herein described, setting forth the Contractor's advance scheduling for each three month period of the Contract, this report shall include the Work scheduled by the Contractor to be accomplished during said three month period, and the dates and time of day when such Work will be done, subject to the approval of the Manager. The first such report covering the first three months of this Contract shall be submitted by the Contractor within ten (10) days prior to the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty (20) 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.

All invoices and schedules must clearly indicate the appropriate line items on the Contractor's Price sheet.

- 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.

5. Space Provided to the Contractor

The Authority will furnish the Contractor with exclusive locker space and non-exclusive 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. The Contractor assumes the risk of loss or damage to these. Said facilities and space shall be designated by the Manager and may be changed at any time. Janitorial closets are to be kept cleaned and locked at all times.

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.

16. 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, parking lots or aeronautical areas.

At the request of the Manager, snow which 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 clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the appropriate Price Per Hour as same is set forth in the Contractor's Price sheets. 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.

In addition to the materials, supplies and equipment referred to in S8 of this Section, the Contractor shall further provide all snow shovels, snow blowers, brooms, ice choppers, deicer spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment shall be secured and stored at the Facility at a location provided by the Port Authority, but the Contractor assumes risk of loss or damage thereto.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. 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 tour usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the tour covered.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the hourly charge for Snow Removal quoted by the Contractor as it appears in the "Contractor's Pricing Sheets."

17. 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 Blood borne Pathogen Standards and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall hold a monthly safety meeting for all employees covered under this contract. All costs associated with this meeting shall be borne by the Contractor and no compensation shall be made by the Port Authority. Such meeting shall be held on the second Friday of each month. The Contractor shall provide the Manager with a sign-in sheet of the employees who attended the meeting

18. Extraordinary Cleaning Services

At the verbal request of the Manager, followed by a written confirmation, the Contractor shall perform those extraordinary cleaning services at the unit prices inserted by the Bidder in the attached Contractor's Price Sheet for "Extraordinary Cleaning Services". "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 service in additional areas. "Extraordinary Cleaning Services" work performed at frequencies beyond the minimum set forth herein shall also include when the Manager determines that such additional services are required due to special events or other circumstances out of the ordinary

19. Utility Porters

The Contractor shall supply upon one (1) business days notice from the Port Authority, employees herein called "Utility Porters" whose duties shall consist of the setting up and breaking down of meeting rooms, moving of furniture and boxes post construction clean up and other associated tasks. The employees supplied for this item of work shall be familiar with basic hand tools. The cost of all labor, transportation, uniforms and all other costs associated with this item shall be included in the hourly charge

20. Extraordinary Cleaning Services – Supervisor

The Contractor shall supply upon one (1) business day's notice a supervisor to supervise either the Utility Porters or Extraordinary Cleaning Services as determined by the Port Authority. Such supervisor hourly rate shall include the cost of transportation, labor, materials and all other things associated therewith.

21. Keys and Security

All keys required by the Contractor for the performance of this contract will be

supplied by the Port Authority. The Contractor shall inventory and sign for said keys.

The Contractor shall be responsible for any lost or misplaced keys, and if required by the Manager, shall duplicate keys, change the lock and lock cylinders at the Contractor's expense. When the Contractor is required to do the above, it shall be done as expeditiously as possible, to maintain the security required at the facility.

All keys are sole property of the Port Authority and will be returned to the Manager upon termination of this contract for whatever cause.

22. Staffing

The Contractor shall have the following staff physically present and engaged in the performance of the work as described herein

Stations

Monday to Friday

A Tour	11:00 PM X 7:30 AM			
Building 14		4 cleaners	2 matrons	6 Total
Building 145		1 cleaner		1 Total
Building 269		1 cleaner	1 matron	2 Total
Building 156		1 cleaner		1 Total
Howard Beach Terminal		1 cleaner		1 Total
Roving for 141, 15, 111		1 cleaner	(ROVER)	1 Total
Periodic Crew		3 cleaners		<u>3 Total</u>
		Total Shift Cleaners		15
1 Cleaning Supervisor		Total Office Staff		<u>2</u>
1 Periodic Crew Supervisor		Full Shift Total		17

B Tour	7:00 AM X 3:30 PM			
Building 14		2 cleaners	1 matrons	3 Total
Building 145		1 cleaner		1 Total
Building 269		1 cleaner	1 matron	2 Total
Building 156		1 cleaner (11:30AM X 8PM)		1 Total
Building 254/255		1 cleaner		1 Total
Garages (29,30,34,36)		1 cleaner		1 Total
Howard Beach Terminal		1 cleaner		1 Total
Auto Shop/Stockroom		1 cleaner (11:30AM X 8PM)		1 Total
Buildings 161,208,15,111		1 cleaner	(ROVER)	1 Total
Buildings 141,142,215		1 cleaner	(ROVER)	<u>1 Total</u>
		Total Shift Cleaners		13
1 Manager		Total Office Staff		<u>3</u>
1 Cleaning Supervisor		Full Shift Total		16
1 Clerical				

C Tour	3:00 PM X 11:30 PM		
Building 14	1 cleaner	1 matron	2 Total
Building 145	1 cleaner		1 Total
Building 269	1 cleaner	1 matron	2 Total
Howard Beach Terminal	1 cleaner		1 Total
Buildings 141,142,15	1 cleaner	(ROVER)	1 Total
Buildings 60,111,254, 50A- Travelers Aid Offices	1 cleaner	(ROVER)	1 Total
	Total Shift Cleaners		8
1 Cleaning Supervisor	Total Office Staff		<u>1</u>
	Full Shift Total		9

23. Saturday, Sunday, Holidays

A Tour	11:00 PM X 7:30 AM		
Building 14	1 cleaner	1 matron	2 Total
Building 145	1 cleaner		1 Total
Building 269	1 cleaner	1 matron	2 Total
Building 156	1 cleaner		1 Total
Howard Beach Terminal	1 cleaner		1 Total
Roving for 141,15,111,254	1 cleaner	(ROVER)	<u>1 Total</u>
	Total Shift Cleaners		8
1 Cleaning Supervisor	Total Office Staff		<u>1</u>
Full Shift Total			9

B Tour	7:00 AM X 3:30 PM		
Building 14	1 cleaner	1 matrons	2 Total
Building 145	1 cleaner		1 Total
Building 269	1 cleaner	1 matron	2 Total
Building 254/255	1 cleaner		1 Total
Building 156	1 cleaner	(11:30AM X 8 PM)	1 Total
Garages (29,30,34,36)	1 cleaner		1 Total
Howard Beach Terminal	1 cleaner		1 Total
Buildings 15,141,208,215	1 cleaner	(ROVER)	<u>1 Total</u>
	Total Shift Cleaners		10
1 Cleaning Supervisor	Total Office Staff		<u>1</u>
Full Shift Total			11

C Tour	3:00 PM X 11:30 PM		
Building 14	1 cleaner	1 matron	2 Total
Building 145	1 cleaner		1 Total
Building 269	1 cleaner	1 matron	2 Total
Howard Beach Terminal	1 cleaner		1 Total

Buildings 141,15,111,254 50A- Travelers Aid Offices	1 cleaner	(ROVER)	1 Total
	Total Shift Cleaners		<u>7</u>
1 Cleaning Supervisor	Total Office Staff		<u>1</u>
	Full Shift Total		8

24. Water Coolers

STANDARD PROCEDURE FOR PERIODIC INTERNAL CLEANING SANITIZING AND BOTTLE REPLACEMENT OF BOTTLED WATER COOLERS

Important: This procedure should only be used to clean the cold water well and cold water spigot. Do not run the bleach solution through the hot water tank and spigot.

Materials required:

1. Clean rubber gloves and goggles.
2. Paper towels.
3. Clean dish type scrub brush, with a long handle to reach the bottom of the reservoir.
Note: Never use steel wool, Brillo or other abrasives on the reservoir.
4. Measuring spoon, one tablespoon volume.
5. Bucket or pail that contains one gallon markings.
6. Container of cleaning solution (two tablespoons of bleach to 1 gallon of water).

INTERNAL CLEANING AND SANITIZING

1. Disconnect electric power to unit.
2. Remove empty water bottle from cooler.
3. Drain all water from cooler.
4. Put on goggles and rubber gloves. Into a clean plastic pail add 2 tablespoons of bleach to 1 gallon of water. Fill the reservoir with the cleaning solution. Brush the inside of the cooler well with the bleach solution to remove all stains, debris, algae, and other foreign substances.
5. Draw one cup of water from the cold water tap.
6. Allow remaining solution to stay in cooler well and cold water line for at least five minutes before draining the solution out completely into the bucket.
7. After draining the solution from the unit, rinse unit by filling the well with plain bottled water.

3. Fill cooler with clean water from a new bottle.
9. Drain off approximately 1/2 gallon of water through the cold water spigot.
10. Drain off a cup of water - check for odor of bleach - if present, repeat step number 9. repeat steps 9 and 10 until there is no odor of bleach.
11. Connect electric power to unit.

BOTTLE REPLACEMENT

1. Wash hands with warm water and soap.
2. Moisten a paper towel with water and wipe the reservoir contact portion of the new bottle to prevent contamination from being introduced into the reservoir of the cooler. Rewipe the reservoir contact portion of the bottle with a dry paper towel.
3. While avoiding hand contact with the cleaned area, install new bottle into the reservoir.

**Occupational Health Division
Revised 7/98**

25. Scope Of Work - Procedures

The following Work, shall be performed by the Contractor under this Contract, as specified herein.

1. Policing Procedures:

Policing of lavatories and locker rooms shall consist of the following: the removal of all trash, emptying and relining of all trash containers and the removal of the waste to proper containers, damp wiping and sanitizing wash basins, commodes, urinals, and adjacent chrome fixtures, refilling all dispensers as necessary, the prompt removal of wet spills and the spot washing of all glass and vertical and horizontal surfaces as necessary.

Policing of offices, corridors, stairwells, lobbies, elevators, and vestibules shall consist of the following as a minimum: removal of gum and all trash and litter from floors and stairs in all assigned areas. Complete wet mopping and sanitizing is to be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles are to be emptied, relined and cleaned as necessary. Drinking fountains are to be cleaned and sanitized once per shift. Damp wipe fingerprints, smears and soil spots from all horizontal and vertical surfaces as necessary.

Policing of lunch rooms, break rooms and reserve rooms shall consist of the following as a minimum: the removal of all gum, trash and litter from the floor. Emptying and relining of all trash containers and the removal of this material to the proper containers. Complete wet mopping and sanitizing is to be performed as soon as made necessary by sickness, spillage, leaks, etc.

Policing of the exterior shall consist of the following as a minimum: removal of gum and all trash and litter to the curb line.

Spot relamping shall be done as necessary.

2. Thorough Cleaning Procedures

A. Offices

Thorough cleaning of offices shall consist of the following as a minimum: vacuum all carpeted floors, and wet mop all non-carpeted floors. Empty, damp wipe and reline all wastebaskets and recycling bins and dispose of in appropriate area. Dust or vacuum as necessary, all horizontal and vertical surfaces. Spot wash, as necessary, all furniture, fixtures, glass and trash baskets. Wash down the exteriors of all refrigerators. Vacuum all sofas and chairs as necessary. Spot remove all stains from carpets and fabric partitions. All furniture, as appropriate, shall be polished. Wash and sanitize water coolers twice per year as per Port Authority specifications as set forth herein and replace bottled water as needed. Clean and

sanitize all telephone units.

B. Lavatories and Locker Rooms

The thorough cleaning of lavatories and locker rooms shall consist of the following as a minimum: refilling all liquid and powdered soap, towel, tissue and sanitary napkin dispensers, removal and disposal of all trash, damp wiping, sanitizing and relining of trash receptacles, dispensers, the washing and sanitizing of all interior and exterior surfaces of showers, commodes, urinals and wash basins, the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter top, the washing of all wall surfaces and ceilings as necessary, the cleaning of all mirrors, partitions, doors and wainscoting and the wet mopping and rinsing of all floor areas. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and wet mopping operations.

C. Vestibules, Lobbies, Corridors and Stairwells

Thorough cleaning of vestibules, corridors, lobbies, elevators and stairwells consist of wet mopping all floor and stair surfaces. Dust and damp-wipe handrails, spot-wash door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from entrance and lobby glass.

D. Lunch and Break Rooms

Thorough cleaning of the lunch and break rooms shall consist of the following: wet mopping of all floors, damp wiping of all chairs, tables and counters, dusting as necessary of all ledges, walls, sills and vending machines. Wash and sanitize water coolers twice per year as per Port Authority specifications as set forth herein

26. Periodic Cleaning Codes

FO-0 1	Machine scrub, Rinse and apply 2 coats sealer (ceramic tile, terrazzo, concrete, quarry tile)
FO-02	Carpet Shampoo - Rotary and extract
FO-03	Machine scrub and rinse single action (concrete, terrazzo,quarry tile)
FO-04	Strip and refinish
FO-05	Spray Buff
FO-06	Wash and Wax Wood Floor
GO-01	Wash and rinse glass and adjacent metal
WO-01	Hand scrub and rinse ceramic tiled walls
WO-02	Shampoo and extract carpeted wall partitions

See following sheets for Periodic Cleaning

27. Howard Beach Station Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
HB-001		12	147	FO-01	Men's Lav	1764
HB-002		12	147	FO-01	Ladies Lav	1764
HB-003		12	9070	FO-01	Terrazzo Floors	108840
TOTAL						112368
HB-004		12	2052	FO-03	Concrete Floors	24624
HB-003		52	9070	FO-05	Terrazzo Floors	471640
Total						471640
HB-001		12	347	WO-01	Men's Room	4164
HB-002		12	347	WO-01	Women's Room	4164
Total						8328
HB-006		2	19650	GO-01	Exterior Glass	39300
HB-007		2	16865	GO-01	Interior Glass	33730
HB-008		2	5375	GO-01	Exterior Metal	10750
HB-009		2	3750	GO-01	Interior Metal	7500
TOTAL						91280

18. Bldg 145 Extension Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F5039A		12	99	FO-01	Agents Lavatory, Women 207A	1188
F5040A		12	99	FO-01	Supervisors Lavatory, Women 208A	1188
F5041A		12	99	FO-01	Supervisors Lavatory, Men 203A	1188
F5042A		12	99	FO-01	Agents Lavatory, Men 204A	1188
F5043A		12	36	FO-01	Unisex Lavatory Room 119	432
F5044A		12	139	FO-01	VIP Lavatory & Lounge Area #120	1668
F5045A		12	422	FO-01	Main Entrance Lobby - 1st Fl Area #121	5064
F5046A		12	110	FO-01	1st Fl Mens Room 122	1320
F5047A		12	110	FO-01	1st Fl Womens Room 123	1320
Total						14556
F5048A		4	288	FO-02	Communication Cordinator 101	1152
F5049A		4	221	FO-02	Landside Supervisor 102	884
F5050A		4	130	FO-02	CSR Supervisor 103	520
F5051A		4	143	FO-02	FS-3 104	572
F5052A		4	247	FO-02	UTB Supervisor 105	988
F5053A		4	426	FO-02	1st Floor Corridor 106	1704
F5054A		4	182	FO-02	Security Supervisor 107	728
F5055A		4	702	FO-02	OCC 110	2808
F5056A		4	304	FO-02	7-3 111	1216
F5057A		4	208	FO-02	9-8 112	832
F5058A		4	342	FO-02	9-9 113	1368
F5059A		4	198	FO-02	1st Floor Conference Room 114	792
F5060A		6	1000	FO-02	1st Floor Lobby/Lounge 124	6000
F5061A		4	952	FO-02	VIP Entrance, Lobby & Kitchen 125	3808
F5062A		4	266	FO-02	VIP Conference Room 126	1064
F5063A		4	506	FO-02	2nd Floor Corridor 202	2024
F5064A		4	588	FO-02	Reception 205	2352
F5065A		4	224	FO-02	FS-5 209	896
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F5066A		4	224	FO-02	FS-3 Aero 210	896
F5067A		4	224	FO-02	FS-5 Wildlife Staff 211	896
F5068A		4	270	FO-02	Wildlife Supervisor 212	1080
F5069A		4	528	FO-02	Conference Room 213	2112
F5070A		4	1117	FO-02	Corridor 214	4468
F5071A		4	224	FO-02	FS-3 215	896

F5072A	4	224	FO-02	FS-4 216	896
F5073A	4	224	FO-02	FS-5 217	896
F5074A	4	304	FO-02	Staff & Construction 219	1216
F5075A	4	360	FO-02	Manager 220	1440
F5076A	4	255	FO-02	100 221	1020
F5077A	4	675	FO-02	Open Office	2700
Total					48224

F5021A	6	49	FO-04	Vending Machine Area - Area 103	294
F5022A	2	48	FO-04	Elevator Motor Room 116	96
F5023A	2	24	FO-04	Telephone Room 124	48
F5024A	2	111	FO-04	Electric Room 125	222
F5025A	2	100	FO-04	Mechanical Room 126	200
F5026A F5033A	6	108	FO-04	1st Fl Corridor to Lavatories Area 130	648
F5027A F5034A	6	276	FO-04	2nd Fl Corridor to Lavatories	1656
F5028A F5035A	6	169	FO-04	2nd Fl Women's Lounge 1 & 2 and Vestibule	1014
F5029A F5036A	6	284	FO-04	2nd Fl Men's Locker Rooms 1 & 2	1704
F5030A	6	30	FO-04	Elevator	180
F5031A F5037A	6	252	FO-04	Kitchen Area Room #206	1512
F5032A F5038A	6	77	FO-04	Refueling Room #111	462
Total					8036

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F5033A	F5026A	52	108	FO-05	1st Fl Corridor to Lavatories Area 130	5616
F5034A	F5027A	52	276	FO-05	2nd Fl Corridor to Lavatories	14352
F5035A	F5028A	52	169	FO-05	2nd Fl Women's Lounge 1 & 2 and Vestibule	8788
F5036A	F5029A	52	284	FO-05	2nd Fl Men's Locker Rooms 1 & 2	14768
F5037A	F5031A	52	252	FO-05	Kitchen Area Room #206	13104
F5038A	F5032A	52	77	FO-05	Refueling Room #111	4004
Total						60632

G5001A	2	3550	GO-01	All Exterior Glass	7100
G5002A	2	2890	GO-01	All Interior Glass	5780
Total					12880

W5001A	4	960	WO-01	Women's Lavatory Room 217	3840
W5002A	4	960	WO-01	Men's Lavatory Room 208	3840
W5003A	4	336	WO-01	Women's Lavatory Room 128	1344
W5004A	4	336	WO-01	Men's Lavatory Room 131	1344

W5005A	4	224	WO-01	Unisex Lavatory Room 118	896
W5006A	4	384	WO-01	VIP Lavatory & Lounge Area #105	1536
Total					12800

29. Bldg. 145A' Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F5001A		6	199	FO-01	Women's Lavatory Room 217	1194
F5002A		6	198	FO-01	Men's Lavatory Room 208	1188
F5003A		6	110	FO-01	Women's Lavatory Room 128	660
F5004A		6	110	FO-01	Men's Lavatory Room 131	660
F5005A		6	36	FO-01	Unisex Lavatory Room 118	216
F5006A		6	139	FO-01	VIP Lavatory & Lounge Area #105	834
F5007A		6	422	FO-01	Main Entrance Lobby - 1st Fl Area #112	2532
Total						7284
F5008A		6	104	FO-02	Room 115	624
F5009A		6	195	FO-02	Room 122	1170
F5010A		6	140	FO-02	Room 123	840
F5011A		6	304	FO-02	Room 205	1824
F5012A		6	390	FO-02	Room 207	2340
F5013A		6	255	FO-02	2nd Fl 100 Office Area 203	1530
F5014A		6	360	FO-02	2nd Fl Construction Office Area 204	2160
F5015A		6	506	FO-02	2nd Fl Corridor	3036
F5016A		6	675	FO-02	2nd Fl Clerical Area 204	4050
F5017A		6	460	FO-02	Operations Tour Room #114	2760
F5018A		6	1088	FO-02	Front Lobby Area #101	6528
F5019A		6	952	FO-02	VIP Lobby, Entrance & Kitchen Area #108	5712
F5020A		6	266	FO-02	VIP Office and Conference Room #110	1596
Total						34170
F5021A		6	49	FO-04	Vending Machine Area - Area 103	294
F5022A		2	48	FO-04	Elevator Motor Room 116	96
F5023A		2	24	FO-04	Telephone Room 124	48
F5024A		2	111	FO-04	Electric Room 125	222
F5025A		2	100	FO-04	Mechanical Room 126	200
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F5026A	F5033A	6	108	FO-04	1st Fl Corridor to Lavatories Area 130	648
F5027A	F5034A	6	276	FO-04	2nd Fl Corridor to Lavatories	1656

F5028A	F5035A	6	169	FO-04	2nd Fl Women's Lounge 1 & 2 and Vestibule	1014
F5029A	F5036A	6	284	FO-04	2nd Fl Men's Locker Rooms 1 & 2	1704
F5030A		6	30	FO-04	Elevator	180
F5031A	F5037A	6	252	FO-04	Kitchen Area Room #206	1512
F5032A	F5038A	6	77	FO-04	Refueling Room #111	462
Total						8036
F5033A	F5026A	52	108	FO-05	1st Fl Corridor to Lavatories Area 130	5616
F5034A	F5027A	52	276	FO-05	2nd Fl Corridor to Lavatories	14352
F5035A	F5028A	52	169	FO-05	2nd Fl Women's Lounge 1 & 2 and Vestibule	8788
F5036A	F5029A	52	284	FO-05	2nd Fl Men's Locker Rooms 1 & 2	14768
F5037A	F5031A	52	252	FO-05	Kitchen Area Room #206	13104
F5038A	F5032A	52	77	FO-05	Refueling Room #111	4004
Total						60632
G5001A		2	3550	GO-01	All Exterior Glass	7100
G5002A		2	2890	GO-01	All Interior Glass	5780
Total						12880
W5001A		4	960	WO-01	Women's Lavatory Room 217	3840
W5002A		4	960	WO-01	Men's Lavatory Room 208	3840
W5003A		4	336	WO-01	Women's Lavatory Room 128	1344
W5004A		4	336	WO-01	Men's Lavatory Room 131	1344
W5005A		4	224	WO-01	Unisex Lavatory Room 118	896
W5006A		4	384	WO-01	VIP Lavatory & Lounge Area #105	1536
Total						12800

30. Bldg156FA Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq F
F6001A		12	145	FO-01	FAA Junction Level - Break Room	174
F6002A		12	140	FO-01	3rd Fl FAA Administration Kitchen	168
F6003A		12	144	FO-01	FAA Administration Men's Room	172
F6004A		12	128	FO-01	FAA Administration Women's Room	153
F6005A		12	84	FO-01	15th Fl Men's Room	100
F6006A		12	60	FO-01	15th Fl Women's Room	72
F6007A		12	98	FO-01	16th Fl Men's Room	117
F6008A		12	120	FO-01	16th Fl Women's Room	144
F6009A		12	90	FO-01	16th Fl Shower Room (Rm J21)	108
Total						1210
F6010A		4	2007	FO-02	FAA Administration Level - Areas A06, A15, A17, A31	802
F6011A		4	3770	FO-02	FAA Junction Level - Offices & Storage Areas	1508
F6012A		4	1114	FO-02	FAA Junction Level - All Offices	448
F6013A		4	211	FO-02	17th Fl Cab Level	84
F6014A		4	207	FO-02	FAA Sub-Junction Level - Area SJ08	82
F6015A		4	306	FO-02	15th Fl Elevator Lobby	122
F6016A		4	288	FO-02	16th Fl Elevator Lobby	115
Total						316
G6001A		2	1366	GO-01	FAA Sub-Junction Level - SJ05, SJ06, SJ07	27
G6002A		2	1355	GO-01	FAA Administration Level - All Offices	27
G6003A		2	645	GO-01	FAA Junction Level - Area J14	12
G6004A		6	695	GO-01	FAA Sub-Junction Level - J10, J11, J12, J13	41
G6005A		12	792	GO-01	Cupola - Interior	95
G6006A		12	792	GO-01	Cupola - Exterior	95
Total						299

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq
W6001A		4	512	WO-01	FAA Admin Men's Room	20
W6002A		4	496	WO-01	FAA Admin Women's Room	19
W6003A		4	460	WO-01	15th Fl Men's Room	18
W6004A		4	336	WO-01	15th Fl Women's Room	13
W6005A		4	448	WO-01	16th Fl Men's Room	17
W6006A		4	432	WO-01	16th Fl Women's Room	17
W6007A		4	176	WO-01	16th Fl Shower Room (Rm J21)	7

Total **11440**

31. Bldg.141A Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F1006A		6	336	FO-01	1st Fl Women's Lavatory	2016
F1007A		6	336	FO-01	1st Fl Men's Lavatory	2016
Total						4032
F1010A	F1014A	4	830	FO-03	1st Fl Main Lobby	3320
F1011A	F10123	4	4518	FO-04	1st Fl Common Area	18072
Total						18072
F1013A	F1011A	26	4518	FO-05	1st Fl Common Area	117468
F1014A	F1010A	26	830	FO-05	1st Fl Main Lobby	21580
Total						139048
G1001A		4	2710	GO-01	1st Fl Main Lobby - Inside	10840
G1002A		4	2710	GO-01	1st Fl Main Lobby - Outside	10840
Total						21680
W1001A		4	608	WO-01	1st Fl Women's Lavatory	2432
W1002A		4	608	WO-01	1st Fl Men's Lavatory	2432
Total						4864

32. Bldg142A Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F142-1		6	300	FO-01	Ladies Room	2750
F142-2		6	300	FO-01	Men's Room	2750
TOTAL						5500
F142-3		4	1807	FO-04	Common Areas	836
F142-4		26	1807	FO-05	Common Areas	1875
W142-1		4	560	WO-01	Ladies Room	275
W142-2		4	560	WO-01	Men's Room	275
TOTAL						550

33. Bldg 15A Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F1011A		6	104	FO-01	Men's Room	624
F1012A		6	117	FO-01	Women's Room	702
F1013A		6	347	FO-01	Main Lobby	2082
Total						3408
F1014A		4	50	FO-02	Main Lobby Info Counter	200
F1015A		6	33	FO-04	Elevator	198
G1004A		6	36	GO-01	Women's Room - Inside	216
G1005A		3	36	GO-01	Women's Room - Outside	108
G1006A		6	256	GO-01	Main Lobby - Inside	1536
G1007A		6	256	GO-01	Main Lobby - Outside	3612
Total						5472
W1002A		4	368	WO-01	Men's Room	1472
W1003A		4	400	WO-01	Women's Room	1600
Total						3072

34. Bldg 156 PA Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F6017A		6	56	FO-01	2nd Floor HVAC Shop Bathroom	336
F6018A	F6020	12	210	FO-04	2nd Floor Elevator Lobby	2520
F6019A	F6021	12	156	FO-04	2nd Floor HVAC (SL07)	1872
F6020A	F6022	12	408	FO-04	2nd Floor HVAC (SL08)	4896
Total						9288
F6021A	F6017	26	210	FO-05	2nd Floor Elevator Lobby	5460
F6022A	F6018	26	156	FO-05	2nd Floor HVAC (SL07)	4056
F6023A	F6019	26	408	FO-05	2nd Floor HVAC (SL08)	10608
Total						20124
W6008A		4	232	WO-01	2nd Fl HVAC (SL07)	928

35. Bldg 269A Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F9001A		12	226	FO-01	Rm 133, Men's Room	2712
F9002A		12	198	FO-01	Rm 134, Women's Room	2376
F9003A		12	198	FO-01	Rm 184, Men's Room	2376
F9004A		12	135	FO-01	Rm 185, Women's Room	1620
F9005A		12	35	FO-01	Rm 167, Unisex Lavatory	420
F9006A		12	56	FO-01	Rm 178, Private Lavatory	672
F9007A		12	279	FO-01	Rm 207, Men's Supv Lavatory	3348
F9008A		12	205	FO-01	Rm 215, Women's Detective Lavatory	2460
F9009A		12	319	FO-01	Rm 222, Men's Detective Lavatory	3828
F9010A		52	310	FO-01	Entrance Vestibule & Main Lobby	16120
F9011A		12	253	FO-01	2nd Fl Women's B/R #205A	3036
F9015A		52	425	FO-01	1st Fl Detention Cells (4) #148	22100
Total						61068
F9016A		4	170	FO-02	Rm 169, Clerks Office	680
F9017A		4	192	FO-02	Rm 170, VIP Sergeants Office	768
F9018A		4	132	FO-02	Rm 174, Secretary's Office	528
F9019A		4	285	FO-02	Rm 175, Inspector's Office	1140
F9020A		4	520	FO-02	Rm 171, Conference Room	2080

F9021A	4	180	FO-02	Rm 179	720
F9022A	4	135	FO-02	Rm 180	540
F9023A	4	135	FO-02	Rm 181	540
F9024A	4	160	FO-02	1st Fl Room 110	640
F9025A	4	572	FO-02	Rm 183	2288
				Total	9924

36. Bldg 2545 A Periodic Cleaning

AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
	6	180	FO-01	Female Lavatory Room 41 North Side	1080
	6	128	FO-01	Female Staff Locker Room Lavatory	768
	6	128	FO-01	Female Supervisor Locker Room	768
	6	180	FO-01	Male Lavatory Room 40 North Side	1080
	6	280	FO-01	Male Staff Locker Room Lavatory	1680
	6	280	FO-01	Male Supervisor Locker Room Lavatory	1680
	6	150	FO-01	PEG Reserve Room Lavatory Room 23	900
	6	80	FO-01	Bldg 255 1st Fl Front and Rear Entrance	480
	6	338	FO-01	Bldg 255 1st Fl Classroom	2028
	6	96	FO-01	Bldg 255 1st Fl Women's Room	576
	6	96	FO-01	Bldg 255 1st Fl Men's Room	576
Total					11616
	3	462	FO-02	Academy Office #06	1386
	3	800	FO-02	Classrooms A & B	2400
	3	144	FO-02	Impound & ADC Offices Area #3	432
	6	680	FO-02	Impound & ADC Offices Area #2	4080
Total					8298
	6	682	FO-03	Classroom C Room #12	4092
	6	108	FO-03	Kitchen Room #7	648
	6	208	FO-03	Workroom #9	1248
Total					5988
F2035A	6	418	FO-04	Academy Reserve Room #08	2508
F2036A	6	224	FO-04	Female Staff Locker Room	1344
F2037A	6	224	FO-04	Female Supervisors Locker Room	1344
AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F2038A	6	132	FO-04	First Aid Room	792
F2039A	6	440	FO-04	Male Officer Locker Room	2640
F2040A	6	200	FO-04	Male Staff Locker Room	1200
F2041A	6	340	FO-04	Male Student Locker Room	2040
F2042A	6	200	FO-04	Male Supervisor Locker Room	1200
F2043A	6	1318	FO-04	North Corridor and Vestibule Area	7908
F2044A	6	432	FO-04	PEG Reserve Room #22	2592

F2045A	6	80	FO-04	PEG Reserve Room Kitchen #21	480
F2046A	6	432	FO-04	PEG Watch Room #25	2592
F2047A	6	530	FO-04	Impound & ADC Offices Area #2	3180
F2048A	6	64	FO-04	Impound & ADC Offices Area #1	384
F2049A	6	144	FO-04	Bldg 255 1st Fl Break Area	864
F2050A	6	751	FO-04	Bldg 255 Control Room	4506
Total					35574

F2019A	26	418	FO-05	Academy Reserve Room #08	10868
F2020A	26	224	FO-05	Female Staff Locker Room	5824
F2021A	26	224	FO-05	Female Supervisors Locker Room	5824
F2022A	26	132	FO-05	First Aid Room	3432
F2023A	26	440	FO-05	Male Officer Locker Room	11440
F2024A	26	200	FO-05	Male Staff Locker Room	5200
F2025A	26	340	FO-05	Male Student Locker Room	8840
F2026A	26	200	FO-05	Male Supervisor Locker Room	5200
F2027A	26	1318	FO-05	North Corridor and Vestibule Area	34268
F2028A	26	432	FO-05	PEG Reserve Room #22	11232
F2029A	26	80	FO-05	PEG Reserve Room Kitchen #21	2080
F2030A	26	432	FO-05	PEG Watch Room #25	11232

AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F2031A	26	530	FO-05	Impound & ADC Offices Area #2	13780
F2032A	26	64	FO-05	Impound & ADC Offices Area #1	1664
F2033A	26	144	FO-05	Bldg 255 1st Fl Break Area	3744
F2034A	26	751	FO-05	Bldg 255 Control Room	19526
Total					154154

2	720	GO-01	Interior Glass	1440	
4	720	GO-01	Exterior Glass	2880	
4	190	GO-01	Impound & ACD Offices - Exterior	760	
2	190	GO-01	Impound & ACD Offices - Interior	380	
2	648	GO-01	Bldg 255 Interior Glass	1296	
4	648	GO-01	Bldg 255 Exterior Glass	2592	
Total					5460

4	180	WO-01	Female Lavatory Room 41 North Side	720
4	128	WO-01	Female Staff Locker Room Lavatory	512
4	128	WO-01	Female Supervisor Locker Room	512
4	180	WO-01	Male Lavatory Room 40 North Side	720

4	280	WO-01	Male Staff Locker Room Lavatory	1120
4	280	WO-01	Male Supervisor Locker Room Lavatory	1120
4	150	WO-01	PEG Reserve Room Lavatory Room 23	600
4	96	WO-01	Bldg 255 1st Fl Women's Room	384
4	96	WO-01	Bldg 255 1st Fl Men's Room	384
Total				6072
1	360	WO-02	Impound & ADC Offices Area #2 Cubicle Walls	360

37. Bldg 14A Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
FA001A		12	632	FO-01	Auto Shop Men's Lav	7584
FA002A		12	384	FO-01	Auto Shop Men's Locker Room	4608
FA003A		12	391	FO-01	Auto Shop 2nd Fl Women's L/R & Lav	4692
Total						16884
FA004A		4	560	FO-02	Auto Shop 2nd Fl Training Rm	2240
FA005A		4	975	FO-02	Auto Shop Conference Rm	3900
FA006A		4	361	FO-02	Auto Shop 2nd Fl Supervisor's Office	1444
Total						7584
FA007A	FA011A	12	1316	FO-04	Auto Shop Lunch Room	15792
FA008A	FA012A	12	219	FO-04	Auto Shop 2nd Fl Corridor	2620
FA009A		12	216	FO-04	Auto Shop Office #1	2592
FA010A		12	144	FO-04	Auto Shop Tech Office	1728
Total						22740
FA011A	FA007A	52	1316	FO-05	Auto Shop Lunch Room	6843
FA012A	FA008A	52	219	FO-05	Auto Shop 2nd Fl Corridor	1138
Total						7982
GA001A		4	240	GO-01	2nd Fl Interior Office Glass	96
GA002A		4	95	GO-01	2nd Fl Exterior Office Glass	38
GA003A		4	170	GO-01	1st Fl Interior Office Glass	68
GA004A		4	170	GO-01	1st Fl Exterior Office Glass	68
Total						270
WA001A		4	763	WO-01	Women's Room	305
WA002A		4	1104	WO-01	Men's Room	441

38. Bldg 145STA Periodic Cleaning

AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
	12	150	FO-01	Stockroom Women's Lav	1800
	12	218	FO-01	Stockroom Men's Lav	2616
Total					4416
FS008A	6	391	FO-04	Stockroom Kitchen	2346
FS009A	4	165	FO-04	Stockroom Office A	660
FS010A	4	126	FO-04	Stockroom Office B	504
Total					3510
FS005A	52	391	FO-05	Stockroom Kitchen	20332
FS006A	52	165	FO-05	Stockroom Office A	8580
FS007A	52	126	FO-05	Stockroom Office B	6552
Total					35464
	4	60	GO-01	1st Fl Exterior Office Glass	240
	4	188	GO-01	1st Fl Interior Office Glass	752
Total					992
	4	400	WO-01	Women's Room	1600
	4	464	WO-01	Men's Room	1856
Total					3456

39. Bldg 14B Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4001A		12	390	FO-01	East Wing Common Corridor Ladies Room	4680
F4002A		12	390	FO-01	East Wing Common Corridor Men's Rm	4680
F4003A		12	88	FO-01	Press Rm Women's Rm	1056
F4004A		12	88	FO-01	Press Rm Men's Rm	1056
F4005A		12	64	FO-01	Press Rm Uni-Sex Lav	768
F4006A		12	84	FO-01	TLC Entrance Foyer	1008
F4007A		12	450	FO-01	2nd Fl Women's Room (Annex)	5400
F4008A		12	450	FO-01	2nd Fl Men's Room (Annex)	5400
F4009A		6	128	FO-01	2nd Fl Manager's B/R #5	768
F4010A		6	2200	FO-01	2nd Fl Elevator Lobby & E/W Rear Hall #34	13200
F4011A		12	275	FO-01	2nd Fl M/R #39	3300
F4012A		12	372	FO-01	2nd Fl Women's Rm #42	4464
F4013A		12	380	FO-01	3rd Fl Front Women's Rm #41	4560
F4014A		12	242	FO-01	3rd Fl Front Men's Rm #42	2904
F4015A		12	72	FO-01	3rd Fl Rear Men's Rm #43	864
F4016A		12	72	FO-01	3rd Fl Rear Women's Rm #44	864
F4017A		12	94	FO-01	1st Fl Five Star Men's Rm	1128
F4018A		12	45	FO-01	1st Fl Five Star Women's Rm	540
F4019A		12	55	FO-01	Port Authority F324 Uni-Sex Bathroom	660
F4020A		12	290	FO-01	1st Fl Women's Lav Rm #58	3480
F4021A		12	250	FO-01	1st Fl Men's Rm #59	3000
F4022A		12	45	FO-01	1st Fl Unisex Lav Rm #110	540
F4023A		12	276	FO-01	2nd Fl Rear Men's Rm #57	3312
F4024A		12	253	FO-01	2nd Fl Rear Women's Rm #58	3036
F4025A		12	256	FO-01	1st Fl Room 118	3072
F4026A		12	1122	FO-01	Main Lobby Ceramic Tile	13464
Total						87204

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4026A		6	777	FO-02	2nd Fl Lobby (Front of Mgr.'s Complex)	4662
F4028A		3	333	FO-02	1st Fl Five Star Rm #1	999
F4029A		3	173	FO-02	1st Fl Five Star Rm #2	519
F4030A		3	95	FO-02	1st Fl Five Star Rm #3	285

F4031A	3	120	FO-02	1st Fl Five Star Rm #4	360	
F4032A	3	115	FO-02	1st Fl Five Star Rm #5	345	
F4033A	3	115	FO-02	1st Fl Five Star Rm #6	345	
F4034A	3	95	FO-02	1st Fl Five Star Rm #7	285	
F4315A	3	126	FO-02	1st Fl Five Star Rm #8	378	
F4316A	3	114	FO-02	1st Fl Five Star Rm #9	342	
F4317A	3	133	FO-02	1st Fl Five Star Rm #10	399	
F4035A	3	552	FO-02	1st Fl Five Star Rm #12	1656	
F4035A	3	158	FO-02	1st Fl Five Star Rm #14	474	
F4037A	3	169	FO-02	1st Fl Mtc Supervisor's Lounge	507	
F4038A	3	110	FO-02	2nd Fl Office #62	330	
F4039A	3	208	FO-02	2nd Fl Office #64	624	
F4040A	3	602	FO-02	2nd Fl Office #65	1806	
F4041A	3	338	FO-02	2nd Fl Office #66	1014	
F4042A	3	400	FO-02	2nd Fl Office #67	1200	
F4043A	3	180	FO-02	2nd Fl Office #68	540	
F4044A	3	132	FO-02	2nd Fl Office #69	396	
F4045A	3	160	FO-02	2nd Fl Office #70	480	
F4046A	3	644	FO-02	2nd Fl Office #71	1932	
F4047A	3	187	FO-02	2nd Fl Office #72	561	
F4048A	3	3418	FO-02	2nd Fl Office #73	10254	
F4049A	3	210	FO-02	2nd Fl Office #74	630	
F4050A	3	117	FO-02	2nd Fl Office #75	351	
F4051A	3	108	FO-02	2nd Fl Office #76	324	
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4052A		3	108	FO-02	2nd Fl Office #77	324
F4053A		3	143	FO-02	2nd Fl Office #78	429
F4054A		3	370	FO-02	2nd Fl Office #79	1110
F4055A		3	200	FO-02	2nd Fl Office #80	600
F4056A		3	256	FO-02	2nd Fl Office #81	768
F4057A		3	126	FO-02	1st Fl Room 20	378
F4058A		3	136	FO-02	1st Fl Room 21	408
F4059A		3	182	FO-02	1st Fl Room 22	546
F4060A		3	126	FO-02	1st Fl Room 23	378
F4061A		3	100	FO-02	1st Fl Room 30	300
F4062A		3	170	FO-02	1st Fl Room 31	510
F4063A		3	204	FO-02	1st Fl Room 32	612
F4066A		3	121	FO-02	1st Fl Room 35	363
F4067A		3	110	FO-02	1st Fl Room 36	330
F4068A		3	3387	FO-02	1st Fl Room 37	10161

F4069A	3	130	FO-02	1st Fl Room 40	390
F4070A	3	162	FO-02	1st Fl Room 41	486
F4073A	3	140	FO-02	1st Fl Room 45	420
F4074A	3	150	FO-02	1st Fl Room 46	450
F4076A	3	315	FO-02	1st Fl Room 48	945
F4077A	3	310	FO-02	1st Fl Room 49	930
F4078A	3	110	FO-02	1st Fl Room 50	330
F4079A	3	575	FO-02	1st Fl Room 51	1725

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4081A		3	154	FO-02	1st Fl Room 53	462
F4082A		3	99	FO-02	1st Fl Room 54	297
F4083A		3	110	FO-02	1st Fl Room 55	330
F4084A		3	154	FO-02	1st Fl Room 56	462
F4085A		3	1034	FO-02	1st Fl Room 57	3102
F4086A		3	442	FO-02	1st Fl Room 63	1326
F4087A		3	225	FO-02	1st Fl Room 64	675
F4088A		3	143	FO-02	1st Fl Room 65	429
F4089A		3	169	FO-02	1st Fl Room 66	507
F4090A		3	208	FO-02	1st Fl Room 67	624
F4091A		3	100	FO-02	1st Fl Room 68	300
F4092A		3	100	FO-02	1st Fl Room 69	300
F4093A		3	100	FO-02	1st Fl Room 70	300
F4094A		3	100	FO-02	1st Fl Room 71	300
F4095A		3	170	FO-02	1st Fl Room 72	510
F4096A		3	3630	FO-02	1st Fl Room 73	10890
F4109A		3	120	FO-02	1st Fl Room 98	360

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4114A		3	156	FO-02	1st Fl Room 107	468
F4120A		3	180	FO-02	1st Fl Room 115	540
F4123A		3	1520	FO-02	1st Fl Room 121	4560
F4124A		3	353	FO-02	1st Fl Room 124	1059
F4125A		3	120	FO-02	1st Fl Room 125	360
F4126A		3	168	FO-02	1st Fl Room 126	504
F4127A		3	168	FO-02	1st Fl Room 127	504
F4128A		3	312	FO-02	1st Fl Room 129	936
F4129A		3	240	FO-02	1st Fl Room 135	720
F4130A		3	154	FO-02	1st Fl Rm #17	462
F4131A		3	126	FO-02	1st Fl Rm #18	378
F4132A		3	154	FO-02	1st Fl Rm #19	462
F4133A		3	209	FO-02	3rd Fl Rm #1	627

F4134A	3	276	FO-02	3rd Fl Rm #2	828
F4135A	3	144	FO-02	3rd Fl Rm #3	432
F4136A	3	204	FO-02	3rd Fl Rm #4	612
F4137A	3	204	FO-02	3rd Fl Rm #5	612

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4138A		3	120	FO-02	3rd Fl Rm #6	360
F4139A		3	216	FO-02	3rd Fl Rm #7	648
F4140A		3	96	FO-02	3rd Fl Rm #8	288
F4141A		3	120	FO-02	3rd Fl Rm #9	360
F4142A		3	190	FO-02	3rd Fl Rm #10	570
F4143A		3	240	FO-02	3rd Fl Rm #11	720
F4144A		3	120	FO-02	3rd Fl Rm #12	360
F4145A		3	180	FO-02	3rd Fl Rm #13	540
F4146A		3	170	FO-02	3rd Fl Rm #14	510
F4147A		3	122	FO-02	3rd Fl Rm #15	366
F4148A		3	154	FO-02	3rd Fl Rm #16	462
F4149A		3	204	FO-02	3rd Fl Rm #17	612
F4150A		3	144	FO-02	3rd Fl Rm #18	432
F4151A		3	432	FO-02	3rd Fl Rm #19	1296
F4152A		3	90	FO-02	3rd Fl Rm #20	270
F4153A		3	4285	FO-02	3rd Fl Cubicle Area #21	12855
F4154A		3	5546	FO-02	3rd Fl Cubicle Area #22	16638
F4155A		3	998	FO-02	3rd Fl Reception Area #23	2994
F4156A		3	9676	FO-02	3rd Fl Cubicle Area #24	29028
F4157A		3	1507	FO-02	3rd Fl Cubicle Area #25	4521
F4158A		3	1104	FO-02	3rd Fl Conference Rm #26	3312
F4159A		3	700	FO-02	3rd Fl Conference Rm #27	2100
F4160A		3	392	FO-02	3rd Fl Conference Rm #28	1176
F4161A		3	224	FO-02	3rd Fl Conference Rm #29	672
F4163A		3	605	FO-02	3rd Fl Hallway #31	1815
F4164A		3	170	FO-02	3rd Fl Conference Rm #32	510
F4165A		3	200	FO-02	3rd Fl Conference Rm #33	600
F4166A		3	518	FO-02	3rd Fl Reception Area #34	1554
F4167A		3	104	FO-02	3rd Fl Rear Women's Rm Foyer #35	312
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4168A		3	176	FO-02	2nd Fl Office #1	528
F4169A		3	264	FO-02	2nd Fl Office #2	792
F4170A		3	506	FO-02	2nd Fl Office #3	1518
F4171A		3	1008	FO-02	2nd Fl Manager's Reception Area #6	3024

F4172A		3	628	FO-02	2nd Fl Front Hallway #7	1884
F4173A		3	264	FO-02	2nd Fl Office #8	792
F4174A		3	228	FO-02	2nd Fl Office #9	684
F4175A		3	4672	FO-02	2nd Fl Cubicle Area #13	14016
F4176A		3	176	FO-02	2nd Fl Office #14	528
F4177A		3	264	FO-02	2nd Fl Office #15	792
F4178A		3	187	FO-02	2nd Fl Office #16	561
F4179A		3	154	FO-02	2nd Fl Office #17	462
F4180A		3	1763	FO-02	2nd Fl Cubicle Area #18	5289
F4181A		3	180	FO-02	2nd Fl Office #21	540
F4182A		3	144	FO-02	2nd Fl Office #22	432
F4183A		3	1922	FO-02	2nd Fl Cubicle Area #23	5766
F4184A		3	144	FO-02	2nd Fl Office #24	432
F4185A		3	180	FO-02	2nd Fl Office #25	540
F4186A		3	196	FO-02	2nd Fl Office #27	588
F4187A		3	168	FO-02	2nd Fl Office #28	504
F4188A		3	639	FO-02	2nd Fl E/W Rear Hallway #32	1917
F4189A		3	170	FO-02	2nd Fl Conference Rm #35	510
F4190A		3	209	FO-02	2nd Fl Conference Rm #37	627
F4191A		3	126	FO-02	2nd Fl M/R Hallway #40	378
F4192A		3	400	FO-02	2nd Fl Conference Rm #41	1200
F4193A		3	170	FO-02	2nd Fl Women's Rm Hallway #43	510
F4194A		3	228	FO-02	2nd Fl Rm #44	684
F4195A		3	216	FO-02	2nd Fl Rm #45	648
F4196A		3	416	FO-02	2nd Fl Conference Rm #46	1248
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4197A		3	126	FO-02	1st Fl Room #27 PA	378
F4198A		3	140	FO-02	1st Fl Room #26 PA	420
F4199A		3	154	FO-02	1st Fl Room #25 PA	462
F4200A		3	126	FO-02	1st Fl Room #24 PA	378
F4201A		3	99	FO-02	1st Fl Cubicle 101	297
F4202A		3	196	FO-02	1st Fl Room 106	588
F4348A		3	1,440	FO-02	1st Fl Assembly Area	4320
F4349A		6	1,785	FO-02	2nd floor snow eating area (Nov 1st- May1st Only)	10710
Total						240957
F4203A	F4275A	4	2253	FO-04	1st Fl Snow Desk Area Hallway	9012
F4204A	F4276A	4	5337	FO-04	1st Fl North Wing	21348
F4205A	F4277A	4	3075	FO-04	1st Fl Center	12300
F4206A	F4278A	4	3074	FO-04	1st Fl East Wing	12296

F4207A	F4279A	4	154	FO-04	1st Floor Room #103	616
F4208A	F4280A	4	240	FO-04	1st Fl Room #94	960
F4209A	F4281A	4	78	FO-04	1st Floor Room #79	312
F4210A	F4282A	4	520	FO-04	Security Office Hallway	2080
F4211A	F4283A	4	112	FO-04	1st Floor Room #80	448
F4212A	F4284A	4	130	FO-04	1st Floor Room #123	520
F4213A	F4285A	4	715	FO-04	2nd Fl Rear Exit Corridor (Behind St Amb. L/R)	2860
F4214A	F4286A	4	576	FO-04	2nd Fl Women's St Ambassador L/R	2304
F4215A	F4287A	4	875	FO-04	2nd Fl Men's St Ambassador L/R	3500
F4216A	F4288A	4	1160	FO-04	2nd Fl Women's L/R (Security) Annex	4640
F4217A	F4289A	4	2720	FO-04	2nd Fl Men's L/R (Security) Annex	10880
F4219A	F4291A	4	576	FO-04	2nd Fl Corridor (Annex)	2304
F4220A	F4292A	4	128	FO-04	2nd Fl Copy Rm #4	512
F4221A	F4293A	4	104	FO-04	2nd Fl Copy Rm #10	416
F4222A	F4294A	4	104	FO-04	2nd Fl Rm #11	416
F4223A	F4295A	4	156	FO-04	2nd Fl Rm #12	624
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4224A	F4296A	4	99	FO-04	2nd Fl Kitchen #19	396
F4225A	F4297A	4	105	FO-04	2nd Fl Kitchen #20	420
F4181A	F4347A	4	180	FO-04	2nd Fl Office #21	720
F4226A	F4298A	4	289	FO-04	2nd Fl Mailroom #26	1156
F4227A	F4299A	4	108	FO-04	2nd Fl Copy Rm #29	432
F4228A	F4300A	4	108	FO-04	2nd Fl Kitchen #30	432
F4229A	F4301A	4	130	FO-04	2nd Fl Storage Rm #31	520
F4230A	F4302A	4	768	FO-04	2nd Fl Central File Rm #33	3072
F4231A	F4303A	4	80	FO-04	2nd Fl Kitchen #36	320
F4232A	F4304A	4	740	FO-04	2nd Fl #38	2960
F4233A	F4305A	4	132	FO-04	2nd Fl Copy Rm #47	528
F4234A	F4306A	4	121	FO-04	2nd Fl Storage #48	484
F4235A	F4307A	4	7640	FO-04	2nd Fl Rear Hallway #49	30560
F4236A	F4308A	4	4210	FO-04	3rd Fl Rear Hallway #37	16840
F4237A	F4309A	4	1010	FO-04	3rd Fl Elevator Corridor #38	4040
F4162A	F4348A	4	484	FO-04	3rd Fl Lunch Room #30	1936
F4238A	F4310A	4	36	FO-04	3rd Fl Kitchen Area #39	144
F4239A	F4311A	4	40	FO-04	3rd Fl Kitchen Area #40	160
F4240A	F4312A	4	140	FO-04	3rd Fl Blueprint Rm #36	560
F4241A	F4313A	4	403	FO-04	1st Fl Five Star Hallway	1612
F4242A	F4314A	4	252	FO-04	1st Fl Five Star Lobby	1008
F4246A	F4318A	4	121	FO-04	1st Fl Five Star Rm #11	484
F4247A	F4319A	4	420	FO-04	1st Fl Five Star Rm #13	1680

F4248A	F4320A	4	188	FO-04	1st Fl Five Star Rm #15	752
F4249A	F4321A	4	457	FO-04	1st Fl Five Star Rm #16	1828
F4250A	F4322A	4	221	FO-04	1st Fl Re's Kitchen #60	884
F4251A	F4323A	4	120	FO-04	1st Fl Re's Store Rm #61	480
F4252A	F4324A	4	120	FO-04	1st Fl Re's Copy Rm #62	480
F4253A	F4325A	4	220	FO-04	Mtc Supervisor Entrance Corridor	880
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4254A	F4326A	12	133	FO-04	Mtc Supervisor By-Pass Corridor	1596
F4255A	F4327A	4	133	FO-04	1st Fl Mtc Supervisor's Kitchen Rm #42	532
F4256A	F4328A	12	384	FO-04	Electric Shop Kitchen	4608
F4257A	F4329A	12	44	FO-04	Electric Shop Bathroom	528
F4258A	F4330A	6	200	FO-04	1st Fl Electric Shop Offices (2)	1200
F4259A	F4331A	12	572	FO-04	1st Fl Electrician's Locker Room	6864
F4260A	F4332A	2	112	FO-04	1st Fl Room 28	224
F4261A	F4333A	4	176	FO-04	1st Fl Room 29	704
F4262A	F4334A	2	48	FO-04	1st Fl Room 38	96
F4263A	F4335A	4	731	FO-04	1st Fl Room 78	2924
F4264A	F4336A	4	99	FO-04	1st Fl Room 102	396
F4265A	F4337A	4	99	FO-04	1st Fl Room 111	396
F4266A	F4338A	4	130	FO-04	1st Fl Room 123	520
F4267A	F4339A	4	192	FO-04	1st Fl Room 133	768
F4268A	F4340A	4	912	FO-04	1st Fl Room 134	3648
F4269A	F4341A	4	60	FO-04	2nd Fl Office #53	240
F4270A	F4342A	4	80	FO-04	2nd Fl Office #59	320
F4271A	F4343A	4	50	FO-04	2nd Fl Office #61	200
F4272A	F4344A	4	160	FO-04	2nd Fl Office #63	640
F4273A	F4345A	4	117	FO-04	2nd Fl Office #82	468
F4274A	F4346A	4	99	FO-04	2nd Fl Office #83	396
F4275A		4	576	FO-04	1st floor room 88	2304
F4276A		4	238	FO-04	1st floor room 93	952
F4277A		4	308	FO-04	1st floor room 95	1232
F4278A		4	234	FO-04	1st floor room 96	936
F4279A		4	722	FO-04	1st floor room 112	2888
F4280A		4	480	FO-04	3rd floor telephone room	1920
F4281A		4	663	FO-04	2nd floor snow eating area (NOV-MAY 1st only)	2652
Total						20426
F4275A	F4203A	52	2253	FO-05	1st Fl Snow Desk Area Hallway	11715
F4276A	F4204A	52	5337	FO-05	1st Fl North Wing	27752
F4277A	F4205A	52	3075	FO-05	1st Fl Center	15990

F4278A	F4206A	52	3074	FO-05	1st Fl East Wing	159848
F4279A	F4207A	52	154	FO-05	1st Floor Room #103	8008
F4280A	F4208A	52	240	FO-05	1st Fl Room #94	12480
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4281A	F4209A	52	78	FO-05	1st Floor Room #79	4056
F4282A	F4210A	52	520	FO-05	Security Office Hallway	27040
F4283A	F4211A	52	112	FO-05	1st Floor Room #80	5824
F4284A	F4212A	52	130	FO-05	1st Floor Room #123	6760
F4285A	F4213A	52	715	FO-05	2nd Fl Rear Exit Corridor (Behind St Amb. L/R)	37180
F4286A	F4214A	52	576	FO-05	2nd Fl Women's St Ambassador L/R	29952
F4287A	F4215A	52	875	FO-05	2nd Fl Men's St Ambassador L/R	45500
F4288A	F4216A	52	1160	FO-05	2nd Fl Women's L/R (Security) Annex	60320
F4289A	F4217A	52	2720	FO-05	2nd Fl Men's L/R (Security) Annex	141440
F4291A	F4219A	52	576	FO-05	2nd Fl Corridor (Annex)	29952
F4292A	F4220A	52	128	FO-05	2nd Fl Copy Rm #4	6656
F4293A	F4221A	52	104	FO-05	2nd Fl Copy Rm #10	5408
F4294A	F4222A	52	104	FO-05	2nd Fl Rm #11	5408
F4295A	F4223A	52	156	FO-05	2nd Fl Rm #12	8112
F4296A	F4224A	52	99	FO-05	2nd Fl Kitchen #19	5148
F4297A	F4225A	52	105	FO-05	2nd Fl Kitchen #20	5460
F4298A	F4226A	52	289	FO-05	2nd Fl Mailroom #26	15028
F4299A	F4227A	52	108	FO-05	2nd Fl Copy Rm #29	5616
F4300A	F4228A	52	108	FO-05	2nd Fl Kitchen #30	5616
F4301A	F4229A	52	130	FO-05	2nd Fl Storage Rm #31	6760
F4302A	F4230A	52	768	FO-05	2nd Fl Central File Rm #33	39936
F4303A	F4231A	52	80	FO-05	2nd Fl Kitchen #36	4160
F4304A	F4232A	52	740	FO-05	2nd Fl #38	38480
F4305A	F4233A	52	132	FO-05	2nd Fl Copy Rm #47	6864
F4306A	F4234A	52	121	FO-05	2nd Fl Storage #48	6292
F4307A	F4235A	52	7640	FO-05	2nd Fl Rear Hallway #49	397280
F4308A	F4236A	52	4210	FO-05	3rd Fl Rear Hallway #37	218920
F4309A	F4237A	52	1010	FO-05	3rd Fl Elevator Corridor #38	52520
F4310A	F4238A	52	36	FO-05	3rd Fl Kitchen Area #39	1872
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4311A	F4239A	52	40	FO-05	3rd Fl Kitchen Area #40	2080
F4312A	F4240A	52	140	FO-05	3rd Fl Blueprint Rm #36	7280
F4313A	F4241A	52	403	FO-05	1st Fl Five Star Hallway	20956
F4314A	F4242A	52	252	FO-05	1st Fl Five Star Lobby	13104
F4318A	F4246A	52	121	FO-05	1st Fl Five Star Rm #11	6292
F4319A	F4247A	52	420	FO-05	1st Fl Five Star Rm #13	21840

F4320A	F4248A	52	188	FO-05	1st Fl Five Star Rm #15	9776
F4321A	F4249A	52	457	FO-05	1st Fl Five Star Rm #16	23764
F4322A	F4250A	52	221	FO-05	1st Fl Re's Kitchen #60	11492
F4323A	F4251A	52	120	FO-05	1st Fl Re's Store Rm #61	6240
F4324A	F4252A	52	120	FO-05	1st Fl Re's Copy Rm #62	6240
F4325A	F4253A	52	220	FO-05	Mtc Supervisor Entrance Corridor	11440
F4326A	F4254A	52	133	FO-05	Mtc Supervisor By-Pass Corridor	6916
F4327A	F4255A	52	133	FO-05	1st Fl Mtc Supervisor's Kitchen #42	6916
F4328A	F4256A	52	384	FO-05	Electric Shop Kitchen	19968
F4329A	F4257A	52	44	FO-05	Electric Shop Bathroom	2288
F4330A	F4258A	52	200	FO-05	1st Fl Electric Shop Offices (2)	10400
F4331A	F4259A	52	572	FO-05	1st Fl Electrician's Locker Room	29744
F4332A	F4260A	52	112	FO-05	1st Fl Room 28	5824
F4333A	F4261A	52	176	FO-05	1st Fl Room 29	9152
F4334A	F4262A	52	48	FO-05	1st Fl Room 38	2496
F4335A	F4263A	52	731	FO-05	1st Fl Room 78	38012
F4336A	F4264A	52	99	FO-05	1st Fl Room 102	5148
F4337A	F4265A	52	99	FO-05	1st Fl Room 111	5148
F4339A	F4267A	52	192	FO-05	1st Fl Room 133	9984
F4340A	F4268A	52	912	FO-05	1st Fl Room 134	47424
F4341A	F4269A	52	60	FO-05	2nd Fl Office #53	3120
F4342A	F4270A	52	80	FO-05	2nd Fl Office #59	4160
F4343A	F4271A	52	50	FO-05	2nd Fl Office #61	2600
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F4344A	F4272A	52	160	FO-05	2nd Fl Office #63	8320
F4345A	F4273A	52	117	FO-05	2nd Fl Office #82	6084
F4346A	F4274A	52	99	FO-05	2nd Fl Office #83	5148
F4347A	F4181A	52	180	FO-05	2nd Fl Office #21	9360
F4348A	F4162A	52	484	FO-05	3rd Fl Lunch Room #30	25168
F4349A		52	576	FO-05	1st floor room 88	29952
F4350A		52	238	FO-05	1st floor room 93	12376
F4351A		52	308	FO-05	1st floor room 95	16016
F4352A		52	234	FO-05	1st floor room 96	12168
F4353A		52	722	FO-05	1st floor room 112	37544
F4354A		52	480	FO-05	3rd floor telephone room	24960
F4355A		26	663	FO-05	2nd floor snow eating area (NOV-MAY 1st only)	17238
Total						2512614
G4001A		2	8444	GO-01	Inside Glass 1st, 2nd and 3rd Floors	16888
G4002A		2	16648	GO-01	Outside Glass 1st, 2nd and 3rd Floors	33296

					Total	50184
W4001A	4	304	WO-01	Five Star Men's Room		1216
W4002A	4	224	WO-01	Five Star Women's Room		896
W4003A	4	256	WO-01	Port Authority Unisex Lavatory		1024
W4004A	4	864	WO-01	Front Women's Room 3rd Fl Rm #41		3456
W4005A	4	544	WO-01	Front Men's Room 3rd Fl Rm #42		2176
W4006A	4	272	WO-01	Rear Men's Room 3rd Fl Rm #43		1088
W4007A	4	272	WO-01	Rear Women's Room 3rd Fl Rm #44		1088
W4008A	4	672	WO-01	East Wing Common Corridor Women's Rm 1st Fl		2688
W4009A	4	672	WO-01	East Wing Common Corridor Men's Rm 1st Fl		2688
W4010A	4	304	WO-01	Press Room Women's Room 1st Fl		1216
W4011A	4	304	WO-01	Press Room Men's Room 1st Fl		1216
W4012A	4	256	WO-01	Press Room Unisex Lavatory 1st Fl		1024
W4013A	4	224	WO-01	Security Unisex Lavatory 1st Fl Rm #110		896
W4014A	4	560	WO-01	Security Lobby Men's Room 1st Fl Rm #58		2240
W4015A	4	800	WO-01	Security Lobby Women's Room 1st Fl Rm #59		3200
W4016A	4	720	WO-01	2nd Fl Women's Room (Annex)		2880
W4017A	4	720	WO-01	2nd Fl Men's Room (Annex)		2880
W4018A	4	400	WO-01	2nd Fl Manager's Bathroom Rm #5		1600
Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
W4019A		4	576	WO-01	2nd Fl Men' Room #35	2304
W4020A		4	794	WO-01	2nd Fl Women's Room #42	3176
W4021A		4	752	WO-01	2nd Fl Rear Men's Room #57	3008
W4022A		4	544	WO-01	2nd Fl Rear Women's Room #58	2176
					Total	44136
W4023A		1	360	WO-02	3rd Fl Cubicle Walls #25	360
W4024A		1	2605	WO-02	3rd Fl Cubicle Walls #24	2605
W4025A		1	1948	WO-02	3rd Fl Cubicle Walls #22	1948
W4026A		1	1237	WO-02	3rd Fl Cubicle Walls #21	1237
W4027A		1	2000	WO-02	2nd Fl Cubicle Walls #1	2000
W4028A		1	1500	WO-02	2nd Fl Cubicle Walls #2	1500
W4029A		1	1000	WO-02	2nd Fl Cubicle Walls #3	1000
W4030A		1	1000	WO-02	1st Fl Cubicle Walls #1	1000
W4031A		1	3,723	WO-02	2nd Fl Cubicle Area #60	3723
					Total	15373
F14-W1		6	400	FO-06	Ast. Manager Maint. Office	400

F14-W2	6	400	FO-06	Chief Structural Office	400
F14-W3		400	FO-06	Chief Electrical Office	400
F14-W4		350	FO-06	2nd Floor Center Hallway	350
				Total	1550

10. Bldg 156C Periodic Cleaning

Area	AltArea	Freq	Sq Ft	Operation Code	Area Name	Annual Sq Ft
F6023A		6	192	FO-02	3rd Floor Elevator Lobby	1152
F6024A		6	210	FO-03	10th Floor Elevator Lobby	1260
F6025A		6	210	FO-03	6th Floor Elevator Lobby	1260
F6026A		6	210	FO-03	8th Floor Elevator Lobby	1260
F6027A		6	210	FO-03	11th Floor Elevator Lobby	1260
F6028A		6	210	FO-03	12th Floor Elevator Lobby	1260
F6029A		6	210	FO-03	13th Floor Elevator Lobby	1260
Total						7560
F6030A	F6033A	6	180	FO-04	14th Floor Elevator Lobby	1080
F6031A	F6034A	6	512	FO-04	1st Floor Corridor	3072
F6032A	F6035A	6	239	FO-04	1st Floor Elevator Lobby	1434
Total						5586
F6033A	F6030A	26	180	FO-05	14th Floor Elevator Lobby	4680
F6034A	F6031A	26	512	FO-05	1st Floor Corridor	13312
F6035A	F6032A	26	210	FO-05	1st Floor Elevator Lobby	5460
Total						23452

41. Building 14

Surfaces and Approximate Size (Sq. Ft.)

MAIN BUILDING

First Floor and Annex

Carpeted Areas - 27,672 sq. ft.
Tiled Floor - 24,290 sq. ft.
Ceramic/Quarry - 3,865 sq. ft.

Second Floor

Carpeted Areas - 30,911 sq. ft.
Vinyl Tiled - 13,464 sq. ft.
Floor
Ceramic/Quarry - 3,504 sq. ft.

Third Floor

Carpeted Areas - 29,850 sq. ft.
Vinyl Tiled - 4,406 sq. ft.
Floor
Perelli Tiled - 1,010 sq. ft.
Floor
Ceramic/Quarry - 766 sq. ft.

AUTO SHOP AND STOCK ROOM

First and Second Floor

Carpeted Areas - 1,896 sq. ft.
Tiled Floor - 2,842 sq. ft.
Ceramic - 1,067 sq. ft.

11:30 a.m. – 8:00 p.m.
5 Days Per Week, Except
Holidays

Main Lobby and Associated Areas

Carpeted Areas- 8,000 sq.ft.
Ceramic Tile- 4,000
7:30 a.m. – 4:00 p.m.
7 Days per Week

1. **Policing:** Continuous daily policing in all areas other than the Auto Shop, Stock Room in accordance with the procedures described herein during the hours of 7:00 a.m. through 11:00 p.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a continually clean condition.

The Auto Shop and Stockroom offices, lavatories, locker rooms, corridors, stairwells, vestibules, shop floors and kitchen areas shall be continuously policed in accordance with the procedures as described herein, from 11:30 a.m. through 8:00 p.m. five (5) days per week excluding holidays, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairways, vestibules and kitchen areas, in accordance with the procedures given herein during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above ensuring a thoroughly clean condition.
3. **Periodic Cleaning:** For periodic cleaning refer to this section of the contract labeled "Periodic Cleaning."

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

42. Building 161

Surfaces and Approximate Size (Sq. Ft.)

First Floor

Ceramic Tile 100 sq. ft.

1. **Thorough Cleaning:** Perform thorough cleaning of the lavatory in accordance with the procedures given herein, every Monday and Friday during the hours of 8:00 a.m. to 9:00 a.m., excluding holidays of the area listed above, ensuring a thoroughly clean condition.

43. Building 269

Surfaces and Approximate Size (Sq. Ft.)

First and Second Floor

Carpeted Areas 2,986 sq. ft.
Vinyl Tiled Floor 16,056 sq. ft.
Ceramic/Quarry Tile 2,307 sq. ft.

STATION 3

Continuous daily
policing/thorough cleaning
performed during the hours
given herein, seven (7)
days per Week

1. **Policing:** Continuous daily policing in accordance with the procedures described herein, with one male and one female cleaner, from 7:00 AM to 10:30 PM, 7 days per week, of the areas listed above, ensuring a continually clean condition. The two ambulances are to be cleaned once a day between the hours of 7:00 a.m. and 11:00 a.m.

Ambulance Cleaning: Both ambulances shall be cleaned daily seven (7) days per week inclusive of holidays, in accordance with the following procedure:

The Contractor shall use a mixture of soap and water to wash down any gross dried dirt. A solution of one-quarter (1/4) to one-half (1/2) cup of bleach to one (1) gallon of water will be used to wash the ceilings, walls, cabinet doors, shelves, benches, floor, and all exposed surfaces. (The solution must be made every twenty-four (24) hours. Allow to air dry. Any changes associated with this Work are part of "Thorough Cleaning".

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairways, vestibules and kitchen areas, in accordance with the procedures as described herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above ensuring a thoroughly clean condition.
3. **Periodic Cleaning:** For periodic cleaning refer to this section of the contract labeled "Periodic Cleaning"
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

44. Buildings 254 And 255

Surfaces and Approximate Size (Sq. Ft.)

Building 254

First Floor and Annex

Carpeted areas 2,086 sq. ft.
Vinyl Tiled Floor 5,034 sq. ft.
Ceramic/Quarry 1,326 sq. ft.
Concrete Floor 9,213 sq. ft.

Building 255

First and Second Floor

Ceramic Quarry Areas 679 sq. ft.
Vinyl Tiled Floors 751 sq. ft.

1. **Policing**: Perform continuous policing, in accordance with the procedures described herein, during the hours of 11:30 a.m. through 4:00 p.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a continually clean condition.
2. **Periodic Cleaning**: for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
3. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

45. Building 215

Surfaces and Approximate Size (Sq. Ft.)

First Floor

Vinyl Tiled Floor 1,612 sq. ft

Ceramic Tiles 1250 sq. ft

Glass 300 sq. ft.

Concrete 1850 sq. ft

1. **Policing**: Continuous policing of the areas described above shall be done in accordance with the following schedule: 10:00 a.m. to 11:00 a.m., 2:00 p.m. to 3:00 p.m. in accordance with the procedures given herein, five (5) days per week, excluding holidays, ensuring a continually clean condition.
2. **Thorough Cleaning**: Perform thorough cleaning of lavatories, corridors, locker rooms, kitchens, in accordance with the procedures given herein, during the hours of 7:00 a.m. through 3:00 p.m., five (5) days per week, excluding holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning**: for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

46. Building 156

Surfaces and Approximate Size (Sq. Ft.)

Port Authority, FAA and Common Area Floors

Carpeted areas 8,095 sq. ft.

Vinyl Tiled Floor 1,750 sq. ft.

Ceramic/Quarry Tile 1,100 sq. ft.

Concrete Floors 1,260 sq. ft.

Cement Stairwells 5,767 sq. ft.

1. **Policing**: Continuous policing of the areas described above shall be done in accordance with the following schedule: 11:30 a.m. to 8:00 p.m. in accordance with the procedures given herein, five (5) days per week, including holidays, ensuring a continually clean condition.
2. **Thorough Cleaning**: Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairways, vestibules and kitchen areas, in accordance with the procedures given herein, during the hours of 11:30 p.m. through 7:30 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition. The Contractor shall have the cleaner perform at least four (4) hours of thorough cleaning per day.
3. **Periodic Cleaning**: for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

47. Building 145

Surfaces and Approximate Size (Sq. Ft.)

First and Second Floor

Carpeted Areas 5,695

Vinyl Tiled Floor 1,653 sq. ft.

Ceramic/Quarry Tile 1,214 sq. ft.

Raised Computer Floor 224 sq. ft.

1. Continuous daily policing 7:00 a.m. – 11:30 p.m., seven days (7) per week, including holidays, of the areas listed above, in accordance with the procedures described herein.
2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, elevators, stairways, vestibules and kitchen areas, in accordance with the procedures as described herein, during the hours of 11:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning:** for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

48. Building 60

Surfaces and Approximate Size (Sq. Ft.)

First Floor

Ceramic Tile Floor 10,500sq. ft.

1. **Thorough Cleaning:** Perform thorough cleaning of lavatories and lobby in accordance with the procedures given herein during the hours of 9:00 a.m. through 1:00 p.m., seven (7) days per week, including holidays, of the areas listed above ensuring a thoroughly clean condition.
2. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
3. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

49. Building 141

Surfaces and Approximate Size (Sq. Ft.)

First and Second Floor

Vinyl Tiled Floor 6,325 sq. ft.

Ceramic/Terrazzo Floors 830 sq. ft.

1. **Policing:** Continuous policing of restrooms, corridors, stairwells and lobby shall be done in accordance with the following schedule: 8:00 a.m. to 9:00 a.m., 1:00 p.m. to 2:00 p.m., and 6:00 p.m. to 7:00 p.m. in accordance with the procedures given herein, seven (7) days per week, including holidays, of the areas listed above, ensuring a continually clean condition.
2. **Thorough Cleaning:** Perform thorough cleaning of restrooms, corridors, stairwells, and lobby in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning"

50. Building 15

Surfaces and Approximate Size (Sq. Ft.)

First Floor

Carpeted Areas 50 sq. ft.

Ceramic/Quarry Tile 568 sq. ft.

1. **Policing**: Continuous daily policing five days (5) per week, excluding holidays, in accordance with the procedures described herein, between the hours of 10:30 a.m. and 11:30 a.m. and 3:30 p.m. and 5:00 p.m. of the areas listed above, ensuring a continually clean condition.
2. **Thorough Cleaning**: Perform thorough cleaning of lobby, lavatories, corridors, elevator, stairways, and vestibule in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., five (5) days per week, excluding holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning**: for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

51. Building 208

Surfaces and Approximate Size (Sq. Ft.)

First Floor

Carpeted Areas 1,901 sq. ft.

Ceramic/Concrete Surface 733 sq. ft.

Vinyl Tile 624 sq. ft.

1. **Policing:** Continuous daily policing seven days (7) per week, including holidays, in accordance with the procedures described herein, between the hours of 10:00 a.m. to 11:00 a.m., 2:00 p.m. to 3:00 p.m. and 6:00 p.m. to 7:00 p.m. of the areas listed above, ensuring a continually clean condition.
2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairway, vestibule and kitchen area, in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

52. Building 142

Surfaces and Approximate Size (Sq. Ft.)

First and Second Floor

Vinyl Tiled Floor 1,610 sq. ft.

Ceramic/Quarry Tile & Concrete 6,466 sq. ft.

1. **Policing**: Continuous policing of restrooms, offices, and store room shall be done in accordance with the following schedule: 9:30 a.m. to 10:30 a.m. and 1:30 p.m. to 2:30 p.m., in accordance with the procedures as described herein, five (5) days per week excluding holidays, of the areas listed above, ensuring a continually clean condition.
2. **Thorough Cleaning**: Perform thorough cleaning of lavatories, offices and store room, in accordance with the procedures given as described herein, during the hours of 3:30 p.m. through 5:00 p.m., five (5) days per week, excluding holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning**: for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

53. Green Parking Garage-Building 30

Surfaces and Approximate Size (Sq. Ft.)

First Floor

Vinyl Tile-384 sq. ft.

Glass and adjacent metal-6,000 sq. ft.

1. Thorough Cleaning : Perform thorough cleaning of the six elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

54. Blue Parking Garage-Building 36
Surfaces and Approximate Sq. Ft.

First Floor

Vinyl Tile-224 sq. ft.

Glass and adjacent metal-4,800 sq. ft.

1. Thorough Cleaning : Perform thorough cleaning of the four elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

55. Red Parking Garage-Building 34
Surfaces and Approximate Sq. Ft.

First Floor

Vinyl Tile-224 sq. ft.

Glass and adjacent metal-4,800 sq. ft.

1. Thorough Cleaning : Perform thorough cleaning of the four elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

56. Yellow Parking Garage-Building 29
Surfaces and Approximate Sq. Ft.

First Floor

Vinyl Tile-224 sq. ft.

Glass and adjacent metal-4,800 sq. ft.

1. Thorough Cleaning : Perform thorough cleaning of the four elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

57. Terminal 4-Travelers Aid

Surfaces and Approximate Sq. Ft.

First Floor

Vinyl Tile-168 sq. ft.

Glass and adjacent metal-405 sq. ft.

1. **Thorough Cleaning** : Perform thorough cleaning in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition.

58. Building 111

Surfaces and Approximate Size (Sq. Ft.)

First Floor

Carpeted Areas 2,901 sq. ft.

Ceramic/Concrete Surface 1,759 sq. ft.

Vinyl Tile 3,750 sq. ft.

1. **Policing**: Continuous daily policing seven days (7) per week, including holidays, in accordance with the procedures described herein, between the hours of 10:00 a.m. to 11:00 a.m., 2:00 p.m. to 3:00 p.m. and 6:00 p.m. to 7:00 p.m. of the areas listed above, ensuring a continually clean condition.
2. **Thorough Cleaning**: Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairway, vestibule and kitchen area, in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning**: for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

59. Howard Beach Air Train Terminal Building # 415

Thorough Cleaning and Policing Procedures

Thorough cleaning of the Terminal shall consist of the following as a minimum:

Triple action all floor surfaces nightly; burnish all terrazzo surfaces twice weekly. Nightly, dust and damp wipe all handrails, spot wash door and wall surfaces, dust wall ledges and radiators, spot clean all smears and fingerprints from all glass surfaces, sweep and damp mop all staircases, sweep all exterior sidewalks, spot re-lamp as necessary, damp wipe all metal surfaces. Continuous policing of the Terminal for trash and debris shall be done during the tours.

All trash and debris shall be removed from the site and placed as directed by the Port Authority.

1. **Policing**: Continuous daily policing seven days (7) per week, including holidays, in accordance with the procedures described herein, of the areas listed above, ensuring a continually clean condition.
2. **Thorough Cleaning**: Perform thorough cleaning of lavatories, corridors, stairway, vestibule and lobby areas, and building frontage in accordance with the procedures given herein, continuously, seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.
3. **Periodic Cleaning**: for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.
4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

SQUARE FOOTAGES

Mezzanine Level	9,070	Terrazzo
Landing Level	632	Concrete
Platform Level	1,420	Concrete
Exterior Sidewalks	4,740	Concrete
Exterior Glass	19,650	
Interior Glass	16,865	
Stainless Metal (exterior)	5,375	
Painted Metal (interior)	3,750	

The Contractor, for communication shall provide the cleaner/porter assigned to the terminal, with a cell phone. All costs associated with this phone shall be deemed an included cost in the hourly rate for cleaners/porters.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

OPERATIONS SERVICES DEPARTMENT
INSPECTION & SAFETY DIVISION

APPROVED PRODUCTS LIST

JULY 2009

INTRODUCTION

The Approved Products List (APL) provides guidance for selecting cleaning and personal care products for use by Port Authority and contractor staff at Port Authority facilities. The Inspection & Safety Division (I&SD) maintains the APL as part of the Chemical Product Evaluation Program. The APL is available via Port Authority eNet on the Operations Services Department website and is updated semiannually. The APL must be provided to cleaning contractor staff to ensure that only approved products are used at Port Authority and PATH facilities.

The I&SD strongly recommends that staff considers the purchase and use of products that have been certified by the manufacturer to meet "green" product criteria. These criteria have been established by a number of recognized organizations, the most prominent being Green Seal. In short, "green" certified products are not harmful to persons or the environment. Examples of "green" product criteria stipulate that the product contain no hazardous chemicals, are nearly neutral in pH, are made from plant based ingredients, are biodegradable, and are not ozone depleting.

Requests for a review of a product not on the APL or on the PA Material Safety Data Sheet (MSDS) inventory database should be directed to William Pockels (PATC, Zip 43, (201) 216-2227, wpockels@panynj.gov). The product MSDS, technical data sheet, container label, and any other available information describing the use of the product should accompany the request.

Prior to submitting a request for use of a new product, staff should first check the APL or the Port Authority MSDS inventory database to determine if the product has already been evaluated by I&SD. The MSDS inventory database is available to staff electronically via eNet. Instructions for accessing and using the database are provided in the Appendix, page 68, and on eNet.

Under the Chemical Product Evaluation Program, the I&SD reviews product information such as the manufacturer's MSDS, technical data sheets and container labels to determine whether the product can be used safely by PA or contractor staff according to the directions that are provided. Each reviewed product is added to the Port Authority MSDS database.

Table of Contents

	<u>Category Number</u>	<u>Page #</u>
<u>Introduction</u>		2
<u>Absorbents</u>		
Grease and Oil, Absorbents	32	15
<u>Cleaners</u>		
Air Conditioning Equipment Cleaner	13	7
Airport Apron Cleaner	4	5
Airport Runway Cleaner	5	5
Algae & Mold Remover & Cleaner	72D	26
Aluminum Cleaner	6	5
Carpet Cleaner	12	6
Compublend System Chemicals	77	29
Drain Cleaner	26A	12
Drain Cleaner, Enzymatic Type	26B	12
Floor Cleaner, General Purpose	29	13
Floor Cleaner, Stripper	29A	13
Floor Cleaner, Sweeping Compound	32A	16
General Purpose Cleaner	71C	24
Hand Cleaner, Cream	33	16
Hand Cleaner, Foaming	34	16
Hand Cleaner, Liquid	36	16
Hand Cleaner, Lotion	37	17
Hand Cleaner, Powdered	38A	17
Hand Cleaner, Powdered with Lanolin	38B	17
Hand Cleaner, Waterless	39	17
Hand Sanitizer	40	18
Metal Cleaner, Water Emulsion	44	18
Railroad, Electric Equipment Cleaner	14	7
Spot Cleaner, Upholstery and Carpet	61B	21
Stainless Steel Cleaner and Wash	65A	22
Toilet Bowl Cleaner, Liquid	66B	22
Utility Cleaner (Paste)	71A	23
Utility Cleaner (Powder)	71B	23
Wall Cleaner, Tile	72A	24
Window Cleaner (Concentrate)	72B	25
Window Cleaner (Aerosol)	72C	25
<u>Creams</u>		
Aerosol	57C	21
Moisturizer	57B	20
Protective Skin Cream	57	20
Sunscreen	57A	20
<u>Degreasers</u>		
Concrete, Degreaser, Liquid	18A	7
Concrete, Degreaser, Solid	18B	8
<u>Deodorizers</u>		
Odor Control Chemical, Bulk and Aerosol	45	18
Sanitizing Absorbents	19	8

	<u>Category Number</u>	<u>Page #</u>
<u>Detergents</u>		
Anti-Static	20	8
Lead Specific	20A	8
Disinfectant	21B	10
Disinfectant-Odor Counteractant	21A	8
Liquid Synthetic	22A	10
Liquid Bioremediation Surface Cleaner	22B	11
Spray and Rinse	63	22
Steam Jenny	24A	12
PATH Cars, Exterior	73A	26
PATH Cars, Interior	73B	26
Tunnel Tile Surface	70	23
<u>Floor Finish</u>		
Floor Sealer	29B	14
Metallic Interlock Resilient Tile, Floor Finish	28	12
Sealer, Concrete	30	15
Spray Buff, Pre-Mixed	62	21
<u>Food Service Maintenance Products</u>		
	74	27
<u>Ice-Control</u>		
General Ice Control	53B	19
Ice Melt Rinsing Compound	53C	20
Runway Ice Control	53A	19
<u>Insect Repellent</u>		
	42	18
<u>Polish</u>		
Automotive Spray On Liquid Wax	8	5
Furniture, Polish	31A	15
Metal, Cleaner & Polish	43	18
Protectant, Surface	56	20
<u>Removers</u>		
Graffiti Remover	31B	15
Rust Inhibitor	54	20
Rust Remover	55	20
<u>Rodenticides</u>		
Rodenticides	52	19
<u>Washing Compounds</u>		
Aluminum Wash	7	5
Automotive Washing & Waxing Compounds	9C	6
Automotive Washing Compounds, Liquid	9A	5
Automotive Washing Compounds, Powdered	9B	6
<u>ADDITIONS</u>		30
<u>DELETIONS</u>		31
<u>CHANGES</u>		31
<u>VENDOR NAMES AND ADDRESSES</u>		32
<u>INDEX</u>		53
<u>Appendix: Instructions for Accessing Online MSDSs</u>		68

PRODUCTS

Airport Apron Cleaner (Non Phosphates)

- Category #4 - Stock #AU0100170

FO 302 CR

Fine Organics Corp.

Airport Runway Cleaner (Non Acid)

- Category #5

Hurrisafe 8035

Tuff Green Concentrate

PCI of America
Zep Manufacturing Co.

Aluminum Cleaner

- Category #6

Cameo Aluminum & Stainless Steel Cleaner

Church & Dwight Company, Inc.

Aluminum Wash

- Category #7

(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Enco Aluminum

Enterprise Chemical & Paper Co.

Automotive (Car Wash) Spray On Liquid Wax

- Category #8 - Stock #AU0100825 (55 Gallons)

(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

520 Spray Wax

Glide

Turtle Wax Express Shine Spray, T-136[®]

FPC Metro Corp.
Armor Research Co.
Turtle Wax, Inc.

Automotive Washing Compound - Liquid

- Category #9A - Stock #AU0100823 (55 Gallons)

To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Armor All Protectant

Car Wash

Filmex

FO 976 TA Bus Wash

FO 980A

J-Wax Believe Traffic Film Remover

Penetone 155

RMS-16

Armor All Products
Amway Corp.
FPC Metro Corp.
Fine Organics Corp.
Fine Organics Corp.
Johnson Wax Co., S.C. Johnson
Penetone Corp.
FPC Metro Corp.

Automotive Washing Compound - Powdered

- Category #9B - 35 lb. Drum - Stock #AU0100810

(Eye protection, impervious glove and long sleeve work uniforms must be used.)

Armor All Protectant
Harco Car Wash
Heavy Duty Pink Car Wash

Armor All Products
Harley Chemicals Div., Concord Chemical Co.
Indco, Inc.

Automotive Washing & Waxing Compound - Liquid

- Category #9C - Stock #AU0100825 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

520 Spray Wax
Glide
Turtle Wax Express Shine Spray, T-136©

FPC Metro Corp.
Armor Research Co.
Turtle Wax, Inc.

Carpet Cleaner

- Category #12

Make sure that all cleaning material is vacuumed up and no residue is remaining on these surfaces. (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

10:1 Rug Shampoo
Airkem Foam Tex
Believe It
Benefect Impact Cleaner
C-58 Universal Carpet Shampoo
Carpet & Upholstery Shampoo
Carpet Detergent
Carpet Steam Extractor Cleaner
Chewing Gum Remover
Chewing Gum Remover (Aerosol)
Clean On The Go Xtraction II
Contempo Carpet Refresher (Aerosol)
Dry Foam Rug Shampoo
Fiberforce Pro Spotter
Fiberforce Steam Away
Glory
Green Solutions Carpet Cleaner
Harco In Depth Rug Shampoo
Low Foam Extraction Cleaner
Maintenance Pro Defoamer
Nature's Solution Bio-Enzymatic Deodorizer
Spotter Digester
Plus 5
Professional Carpet Shampoo
Profound

Alfred Chemical Corp.
Airkem Professional Products
Core Products Co.
Sensible Life Products
Yonar Labs
Betco Corporation
Lever Industrial, Inc.
Chloral Group
Twi-Laq Industries
Spartan Chemical Co., Inc.
Spartan Chemical Co., Inc.
Spartan Chemical Co., Inc.
Twi-Laq Industries
Janimart Corp.
Janimart Corp.
Johnson Wax Co., S.C. Johnson
Spartan Chemical Co., Inc.
Harley Chemicals Div., Concord Chemical Co.
Betco Corporation
Advantage Marketing Associates
National Chemical Laboratories

Spartan Chemical Co., Inc.
Chemspec
Wyandotte Chemicals Co.

Re-Nu Concentrated Carpet Shampoo
Revitalize 201 Extraction Detergent
Round-Up Super Concentrate
Rug & Carpet Shampoo
Rug & Upholstery Shampoo
Rug Ed Carpet Shampoo
Rug Shampoo Concentrate
Rugbee Extraction Plus Cleaner
Rugbee Foam Shampoo
Rugbee Tannin Treatment & Debrowner
Rug-Eeze
Spray N' Buff Carpet Cleaner
Steam Pac 7 1207
Sun-Glo Gum Off
Synthro 26 Rug Shampoo
Unbelievable

Sterling Sanitary Supply Corp.
Ecolab, Inc.
Cello Chemical Corp.
Chem Creations, Inc.
Amway Corp.
Alfred Chemical Corp.
Chloral Group
Johnson Wax Co., S.C. Johnson
Johnson Wax Co., S.C. Johnson
Johnson Wax Co., S.C. Johnson
Mirandy Products, Ltd.
Cleantronics, Inc.
Portion Pac Chemical Corp.
Twi-Laq Industries
Twi-Laq Industries
Core Products Co.

Cleaner, Air Conditioning, Evaporator & Condenser Equipment

- Category #13 - (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Armor 413 Coil Cleaner
Calclean
Chem-Aqua Coil Cleaner
Filter Plus Spray
M-OIL-FREE #1000
Penetone 155
Pro-Blue Non-Acid Coil Cleaner
Pro-Green Evaporative Coil Cleaner
Pro-Red Acid Coil Cleaner
Quick Qleen #2 A/C Cleaner

Armor Research Co.
Calgon Corp.
Chemsearch Div. of NCH Corp.
Air Kontrol, Inc.
M-Oil-Free Co., Inc.
Penetone Corp.
DiversiTech
DiversiTech
DiversiTech
Quick Chemical Co., Inc.

Cleaner, Railroad Electrical Equipment

- Category #14 (PATH Use Only - Subject To Special Precautions)

Citrikleen HD-RTU

Penetone Corp.

Degreaser, Concrete - Liquid

- Category #18A

Armor All Cleaner/Degreaser
Clean On The Go Eco Degreaser
Do-All #18
Duz-All Formula 77
GS-A 6711
Hammer
Heavy Duty Degreaser, Aerosol, 3095
Lightning Degreaser
Malone Formula No. 98

Armor All Products
Spartan Chemical Co., Inc.
Kwiat Trading Corp.
Uncle Sam Chemical Co.
M-Oil-Free Co., Inc.
Finished Surface System, Inc.
CRC Industries, Inc.
Banner Chemical Corp.
Malone Chemical Co.

Mod Orange
Natural Blue
Simple Green
Solvent Cleaner & Degreaser
Spruce Power X
SW 1000
Tough Clean TC85 Biodegradable

Modern Research Corp.
Permatex Industrial Corp.
Sunshine Makers, Inc.
AMAX Corp.
Spruce Industries
Heritage Labs, Inc.
Sprayon Products

Degreaser, Concrete - Solid

∴ Category #18B – Stock #AU0100235

Oil-Away
Pour & Sweep

Oil-Away
Kem Tech Industries

Deodorizing - Sanitizing Absorbent

∴ Category #19 – PATH Stock #003052, #015521

(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Isosorb Isolyser Liquid Treatment Solidifier
Liquick Universal
OD-ABII
Super-Sorb Instant Liquid & Vomit Absorbent
Zep D-A

Microtek Medical, Inc.
IRS Total Recycling Services
J.I. Holcomb Manufacturing Co.
Fresh Products, Inc.
Zep Manufacturing Co.

Detergent, Anti Static

∴ Category #20

Plexiglass Cleaner & Antistat, GC301

Banner Chemical Corp.

Detergent, Lead Specific

∴ Category #20A ∴ Stock #AU0700500

Used in surfaces contaminated with lead.

Ledisolv

LSZ, Inc.

Detergent, Disinfectant, Odor Counteractant

∴ Category #21A ∴ Stock #AU0700275 (12 oz. Spray). (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

A-33
A-33 DRY
Absolute (Pre-measured)
AF315 Neutral Ph Disinfectant/Deodorant/Detergent
Airkem A-3
Ajax All Purpose Cleaner (Non-Phosphate)
Asepticare
Bacti-Chem Detergent Disinfectant Cleaner
Banish-It "Q"
Barcrobe

Airkem Professional Products
Airkem Professional Products
Walton-March, Inc.
Betco Corporation
Airkem Professional Products
Colgate-Palmolive Co.
National Laboratories
National Chemical Laboratories
Harley Chemicals Div., Concord Chemical Co.
Barrier Industries, Inc.

Benefect Broad Spectrum Disinfectant	Sensible Life Products
Big D Granular Deodorant	Big D Industries, Inc.
Bio Barrier Pine D	Barrier Industries, Inc.
Britec Tuff Quat 301	Brighton Chemical Co.
Clean On The Go hdqC 2	Spartan Chemical Co., Inc.
Clean On The Go NABC Concentrate 1	Spartan Chemical Co., Inc.
Conquest w/Pine	Sterling Sanitary Supply Corp.
Consume Eco-Lyzer	Spartan Chemical Co., Inc.
Deodorizer – Fresh Scent Twist 'N Fill Product #13	3M Co.
Depotpac 5 Air Freshner-Odor Counteractant	Portion Pac Chemical Corp.
Discover Tr Citrus Disinfectant	State Industrial Products
Earth Savors Mist Liquid Air Freshener	State Chemical Solutions
Earth Savors Mist Air Freshener [All Fragrances]	State Chemical Solutions
Ecotru Professional	EnviroSystems, Inc.
Forward DC	Johnson Wax Co., S.C. Johnson
Fresh & Clear	Puritan/Churchill Chemical Co.
Green Solutions Neutral Disinfectant Cleaner	Spartan Chemical Co., Inc.
Isopropyl Alcohol	Tw-Laq Industries
Lysol Brand Disinfectant Bulk	National Laboratories
Lysol Brand Disinfectant Spray	National Laboratories
Malone No. 76	Malone Chemical Co.
Malone No. 81	Malone Chemical Co.
Microcide Alpha	Chloral Group
Natural Miracle Instant Malodor Destroyer & Cleaner	National Chemical Laboratories
Neutra-Cide 256 Disinfectant Neutral Cleaner	National Chemical Laboratories
Neutral Quat Disinfectant Cleaner Twist ' Fill	3M Co.
Product #23	
NI-712 Orange & Strawberry	Neutron Industries, Inc.
Optically Energized Neutral Ph Detergent	Betco Corporation
Pine #3	Crystal Chemical Corp.
Pine Odor Disinfectant	National Chemical Laboratories
Pine Sol Broad Spectrum Formula	American Cyanamid Co.
Quality Care Disinfectant, Original Scent	Cleaning Solutions Group, Sherwin-Williams Co.
Quat #2	Enterprise Chemical & Paper Co.
Quat Disinfectant Cleaner Twist 'N Fill	3M Co.
Product #5	
Quick Fill 310	Ecolab, Inc.
Quick Fill 930	Ecolab, Inc.
Rid-O-Germ Pine Oil Disinfectant No. 5	CMC Laboratories Co., Inc.
Sanikleen	Penetone Corp.
Saniscreen With Cleaner Block	Fresh Products, Inc.
Soil Screen Germicidal Disinfectant	Dymon, Inc.
SSS Commandair Micro Aerosol Refills	Triple S
Surfacide 6	Walton-March, Inc.
Taski Sanofresh	Lever Industrial, Inc.
Tuffy Mint Disinfectant	Brighton Chemical Co.
Tuffy Pine Disinfectant Type 303	Brighton Chemical Co.
Vanguard Disinfectant Spray	Franklin Cleaning Technology
Welgicide	Tw-Laq Industries

Disinfectant

- Category #21B - Stock #AU0100065, #AU0100068, PATH Stock #006229, #017018

Austin A-1 Bleach	James Austin Co.
Beacon Bleach	Q-Pak Corp.
Bio Silver	Mid-Continent Packaging, Inc.
Elite Professional Bleach	James Austin Co.
Puregreen24 Disinfectant & Deodorizer	Pure Green, LLC
PureGreen24 Hard Surface Disinfectant	Pure Green, LLC
Sani-Cloth Plus Germicidal Disposable Cloth	Nice-Pak Products, Inc.
Ultra Clorox Bleach	Clorox Co.

Detergent, Liquid Synthetic

- Category #22A - Stock #AU0700030 (55 Gallons). (Eye protection, impervious gloves and long sleeve work clothes must be used.)

A-Ben-A-Qui	Gilman Products Co.
All Purpose Cleaner	Capital Supply Co.
All Purpose Cleaner 201	Chloral Group
APTCO All Purpose Cleaner	Buckingham Wax Co.
Arctic Kleen Freezer Cleaner	Misco Products Corp.
Basic H	Shaklee Corp.
Big Easy Non-Butyl Degreaser Cleaner	EMS Brands Products
Blue Pearl	Barrier Industries, Inc.
Citri-Clean Citrus Cleaner/Degreaser	Tw-Laq Industries
Clean Scrub	Hillyard Chemical Co.
CMC #100 Detergent & Wax Stripper	CMC Laboratories Co., Inc.
CQ-832	CRC Industries, Inc.
Cycle - Degrease	Clean Environment Co., Inc.
Damp Mop	Spartan Chemical Co., Inc.
Dart	Halbro Control Industries, Inc.
Do-All #18	Kwiat Trading Corp.
Enco P.C. Cleaner	Enterprise Chemical & Paper Co.
Floor Corps pH Neutral Cleaner (Powder, Portion Control)	Walton-March, Inc.
GL CS Springtime Neutral All Purpose Cleaner	Capital Supply Co.
G-O-E-S	Purex Industrial
Green Submarine Cleaner	Butcher Co.
Grimefyter	Realneat Products
Grime-Go	Wyandotte Chemicals Co.
GRL	Cello Chemical Corp.
H ₂ Orange 2 Concentrate 117	EnvirOx LLC
H ₂ Orange 2 Products All Dilutions	EnvirOx LLC
H ₂ Orange 2 Super Concentrate 112	EnvirOx LLC
K.P.C. Plastic Speed Cleaner	Kleenmaster Products Co.
K99	Rochester Midland Corp.
Kleenmaster Brilliantize	Chemical Products Co., Inc.
Lemon Free Rinse Cleaner	Tw-Laq Industries
Mirage Floor Finish Maintainer & Neutral Cleaner	National Chemical Laboratories

Misty All Purpose Cleaner
 Mr. Clean Liquid Floor Cleaner
 Mr. Clean M.Net Disinfectant Floor Cleaner
 Multi Purpose Cleaner
 Natural Beauty Hard Surface Cleaner
 Neutral Floor Cleaner
 Neutro Jel 110R
 Never Rinse
 Nu-View Neutral Cleaner
 PDQ
 Pine Gold
 RAM All Purpose Cleaner
 Reikem 99
 Royal Flush
 RT6
 Sassafras All Purpose Cleaner
 Seventy 7
 Simply Royal
 Speedball Heavy Duty Spray Cleaner
 Spray It Clean
 SSS Heavy Duty Cleaner
 Stone-Glo Marble/Terrazzo Cleaning Concentrate
 Stride Ready-To-Use
 Sunbath Deodorizing Cleaner
 Sun-Glo Citrus All Cleaner
 Sun-Glo Heavy Duty Degreaser
 Swiffer Advanced Cleaner
 Swiffer Advanced Or Wood Cleaner
 Swiffer Moistened Floor Wipes
 Swiffer Wood Cleaner
 SYNCO
 T.M.T. - L (Tile, Marble & Terrazzo Liquid)
 The Natural Super Orange Clean
 Top Clean
 Top Flite Floor & Surface Detergent
 Tough Duty
 Tuff Clean
 Ultimate All Purpose Cleaner
 Unicleen
 United 550 Purple Power
 Value
 ZEP All Purpose Cleaner & Degreaser
 ZEP Orange Gel Degreaser

Amrep, Inc.
 Procter & Gamble
 Procter & Gamble
 Scott Sani-Fresh International
 Dynasurf Chemical Corp.
 Scott Sani-Fresh International
 Selig Chemical Industries
 Puritan/Churchill Chemical Co.
 Bunzl Corp.
 Dynasurf Chemical Corp.
 Barrier Industries, Inc.
 Ram Enterprises, Inc.
 Barrier Industries, Inc.
 Chloral Group
 Mirandy Products, Ltd.
 Twi-Laq Industries
 Purex Industrial
 Alfred Chemical Corp.
 Butcher Co.
 Twi-Laq Industries
 Triple S
 Twi-Laq Industries
 Johnson Wax Co., S.C. Johnson
 Butcher Co.
 Twi-Laq Industries
 Twi-Laq Industries
 Procter & Gamble
 Procter & Gamble
 Procter & Gamble
 Procter & Gamble
 Banner Chemical Corp.
 Chloral Group
 Clean Environment Co., Inc.
 Hillyard Chemical Co.
 Betco Corporation
 Spartan Chemical Co., Inc.
 Brighton Chemical Co.
 Bunzl Corp.
 Enterprise Chemical & Paper Co.
 United Laboratories, Inc.
 Scot Laboratories
 Zep Commercial
 Zep Manufacturing Co.

Detergent, Liquid Bioremediation Surface Cleaner
 – Category #22B

Biorem-2000 Surface Cleaner
 Jaws SC

Clift Industries, Inc.
 Kem Tech Industries

Detergent, Steam Jenny

- Category #24A - Stock #AU0700600 (5 Gallons), #AU0700610 (55 Gallons): (Eye protection, impervious gloves and long sleeve work clothes must be used.)

Lightning Steam-Away Cleaner
Steam Soft

Banner Chemical Corp.
Darm Incorporated

Drain Cleaner

- Category #26A - Stock #BA0100331

Grease Away

American Industrial Supply, Inc.

Drain Cleaner Enzymatic Type

- Category #26B - Stock #BA0100335 (1 Gallon), #BA0100336 (55 Gallons). (Eye protection, impervious gloves and long sleeve work clothes must be used.)

Activator 5000
Ban-Zyme Liquid
Drain Bug
Enviro-Zyme GT Powder Stock #BA0100320 (8oz. Package)
Enzy Super
Enzymatic-Drain Cleaner
Super Fly-Away Liquid Bacteria/Enzyme Digester
The Cleaner

Barlyn Chemical
Banner Chemical Corp.
American Wax Co., Inc.
Enviro-Zyme, Inc.
Prestige Laboratories, Inc.
Mirandy Products, Ltd.
Superco Specialty Products
Spartan Chemical Co., Inc.

Floor Finish, Metallic Interlock (Scrubable)

- Category #28

20/20 Vision
Amway Floor Polish
Amway Floor Wax
APTCO Touchdown Floor Finish
Carefree
Chem Floor Finish
Commander
Complete
Comerstone Floor Sealer/Finish
Earl's 20% Solids Floor Finish
Earl's 25% Solids Floor Finish
Earl's 4000A (Scrubable)
Easy Lay Floor Finish
Enco Supreme B RBR
Ensure
Fast Track Ultra Wear Floor Finish
Floortastic
Gloss Retention Floor Finish
Green Earth Floor Finish
Green Life Zinc - Free Floor Seal & Finish

Barrier Industries, Inc.
Amway Corp.
Amway Corp.
Buckingham Wax Co.
S.C. Johnson & Son, Inc.
Chem Creations, Inc.
Cello Chemical Corp.
Johnson Wax Co., S.C. Johnson
3M Co.
John A. Earl, Inc.
John A. Earl, Inc.
John A. Earl, Inc.
Multi-Development Enterprises
Enterprise Chemical & Paper Co.
Penetone Corp.
Janimart Corp.
Realneat Products
John A. Earl, Inc.
Betco Corporation
Snappy Solutions Inc.

Krome-Kote (Formerly Kingkote)	Rochester Midland Corp.
Legendary	Puritan/Churchill Chemical Co.
Lithofin Psi-Premium Silicon Impregnator	VIC Industrial Corp.
LS-2000	Masury Columbia Co.
Mar Seal	Prestige Laboratories, Inc.
Masterpiece High Gloss Floor Finish	National Laboratories
ON AN'ON	Spartan Chemical Co., Inc.
P&G Pro Line Super Durable Floor Finish	Procter & Gamble
Perma Shield (Enseel Acrylic Sealer & Under Coater)	National Chemical Laboratories
Perma Shine (Brite Eyes Wet Look Premium Grade Floor Finish)	National Chemical Laboratories
Plaza	Johnson Wax Co., S.C. Johnson
Royal Buff	Chloral Group
Royal Treatment	Chloral Group
Spit Shine Ultra High Speed Kleen & Burnish	Janimart Corp.
Sprint	Johnson Wax Co., S.C. Johnson
Stone Medic Marble Polishing Compound	VIC Industrial Corp.
Sun-Glo Everlast Hi-Speed Floor Finish	Twi-Laq Industries
Sun-Glo Promise Floor Finish	Twi-Laq Industries
Sunny-Side	Spartan Chemical Co., Inc.
Super Gloss Floor Finish #23	Sterling Sanitary Supply Corp.
Super Polymer Floor Finish	Burke Supply Co.
Total Floor Finish	Twi-Laq Industries
Traffic	Mirandy Products, Ltd.
Traffic 25	Prestige Laboratories, Inc.
Trilinc	Spartan Chemical Co., Inc.
Tuff Stuff Floor Finish	Brighton Chemical Co.
Ultra Gloss Floor Finish	Envirochem, Inc.
Victory	Cello Chemical Corp.
Vita Floor Arrest Buffable Finish	Airkem Professional Products
White Sun Floor Finish	Spartan Chemical Co., Inc.
ZAP Floor Finish Maintainer & Neutral Cleaner	National Chemical Laboratories

Floor Cleaner, General Purpose

- Category #29

Green Earth Daily Floor Cleaner	Betco Corporation
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Floor Cleaner (Resilient Tile Stripper)

- Category #29A. (Eye protection, impervious gloves and long sleeve work clothes must be used.)

APTCO Stripper	Buckingham Wax Co.
Armor All Cleaner/Degreaser	Armor All Products
Blue Strip	Chloral Group
Bravo Extra Heavy Duty Floor Stripper	S.C. Johnson & Son, Inc.
Break-Thru Re-Emulsifier	Chloral Group
Champion Baseboard Cleaner & Floor Stripper	Chase Products Co.
Chem Wax Stripper	Chem Creations, Inc.
Clean On The Go Damp Mop	Spartan Chemical Co., Inc.

Concentrated Floor Cleaner	Lever Industrial, Inc.
Consume Micro-Muscle	Spartan Chemical Co., Inc.
Earth Sense #2 Spray & Wipe Cleaner Super Concentrate	National Chemical Laboratories
Earth Sense #4 Deodorizing Neutral Cleaner Super Concentrate	National Chemical Laboratories
Earth Sense #9 Speed Stripper Concentrate	National Chemical Laboratories
Easy Paks Neutral Cleaner	Drackett Professional, S.C. Johnson
Enco Formula No. 200	Enterprise Chemical & Paper Co.
Enco Typhoon Cleaner	Enterprise Chemical & Paper Co.
Flash Odorless/No Rinse Speed Stripper	National Chemical Laboratories
Floor Cleaner 2000 Plus	Tennant Co.
Full Strip	Fuller Brush Co.
G.C. Stripper	W.B. McVicker Co.
Green Earth Floor Stripper	Betco Corporation
Green Life Floor Stripper	Snappy Solutions Inc.
Green Solutions Floor Finish Remover	Spartan Chemical Co., Inc.
Heavy Duty Stripper	Dynasurf Chemical Corp.
Instant Mildew Remover/Bathroom Cleaner	Betco Corporation
Lesswork Detergent	Banner Chemical Corp.
Low Foam Extraction Cleaner	Betco Corporation
Modified One-Step Spray Power	Sterling Sanitary Supply Corp.
Moppaclite pH Neutral Floor Cleaner	Portion Pac Chemical Corp.
NAD-75	Spartan Chemical Co., Inc.
On & Off Baseboard Cleaner	Cello Chemical Corp.
P&G Pro Line Floor Finish Stripper	Procter & Gamble
Power Cleaner 155	Penetone Corp.
Prime Time	Walton-March, Inc.
Scrub	Mirandy Products, Ltd.
Soil Screen All-Purpose Neutral Floor Cleaner	Dymon, Inc.
Square One	Spartan Chemical Co., Inc.
Step Off	S.C. Johnson & Son, Inc.
Strippit	Misco International
Sundance Floor Cleaner	Butcher Co.
Sun-Glo Base Strip	Twi-Laq Industries
Sun-Glo Hot Stripper	Twi-Laq Industries
Super Strip II	Barrier Industries, Inc.
Tile & Terrazzo Recycling Concentrate 9650	Tennant Co.
Tuffy Pine Scrub	Brighton Chemical Co.
Vita Floor Cleaner	Airkem Professional Products
Wyandotte Floor Stripper	Wyandotte Chemicals Co.

Floor Sealer

Category #29B. (Eye protection, impervious gloves and long sleeve work clothes must be used.)

De-Fense	Purex Industrial
Excel	Purex Industrial
P&G Pro Line Floor & Concrete Sealer	Procter & Gamble
Sun-Glo Acrylic Floor Sealer	Twi-Laq Industries
Top Guard Ready To Use	Top Guard Products

Floor Sealer (Concrete)

- Category #30. Eye protection, impervious gloves and long sleeve work clothes must be used.)

P&G Pro Line Floor & Concrete Sealer
Super Gard

Procter & Gamble
Purex Industrial

Furniture Polish (Aerosol)

- Category #31A - Stock #AU0100430 (14 oz.). (Eye protection, impervious gloves and long sleeve work clothes must be used.)

Award Furniture Polish
Beeswax Furniture Polish
Champion Lemon Furniture Polish
Earl's Waxing, Dusting, Cleaning Polish
First Class Furniture Polish
Guardsman Institutional Polish
Lemon Speedwax
Long Life Surface Rejuvenator
Pledge
Quality Care Furniture Polish, Lemon
Silky Furniture & Equipment Polish

Ecolab, Inc.
Midco Products Co., Inc.
Chase Products Co.
John A. Earl, Inc.
Franklin Cleaning Technology
Colgate-Palmolive Co.
Purex Industrial
Sterling Sanitary Supply Corp.
Johnson Wax Co., S.C. Johnson
Williams Co.
Butcher Co.

Graffiti Remover (Aerosol and Bulk)

- Category #31B - Stock #AU0100594 (1 Pint Pump Spray, #AU0100595 (1 Gallon), #AU0100595 (55 Gallons). (Eye protection, impervious gloves, and long sleeve work clothes must be worn. Do not use in an enclosed area.)

GG-80 Graffiti Remover
Graffiti Pro-Tection Plus
Graffiti Remover SAC
Jetgo Bust Rust (aerosol & bulk)
Kick
MC 800 So-Safe Liquid Graffiti Remover
MC 850 So-Safe Sprayable Gel Graffiti Remover
Motsenbocker's Lift Off #3
Motsenbocker's Lift Off #4 Spray Paint Graffiti Remover
Navitone
Off Graffiti Remover
Simple Green
Ultra Clean Graffiti Blaster 17614, 17601, 17605, 17754
Ultra Clean Graffiti Block 17801, 17805, 17854
Workforce All Purpose Absorbent

Polytech
Pro-Kote Industries
Spartan Chemical Co., Inc.
Penray Companies, Inc.
Visual Pollution Tech, Inc.
Hilti Construction Chemicals, Inc.
Hilti Construction Chemicals, Inc.
Motsenbocker's Lift Off
Motsenbocker's Lift Off
Penetone Corp.
American Industrial Supply, Inc.
Sunshine Makers, Inc.
Roman Adhesives, Inc.
Roman Adhesives, Inc.
Marcal Paper Mills, Inc.

Grease & Oil Absorbents

- Category #32 - Stock #AU0100230, #AU0100237, PATH Stock #003052, #013321.
(Contact Materials Engineering Division concerning disposal of spent material.)

All Purpose Floor Absorbent
Clean Sweep
Dri White
Dri-Zorb
Floor Dry
Green Stuff® Absorbent
Hi-Dri Floor Absorbent
HTP
Magic Sorb
Oclansorb; for chemical spills only
Oil Dri
Peat Sorb Oil Absorbent ; for oil spills only
PS 3200, Part #3111 (Petro Eater in Boom Form)
Sols-Speedi-Dri
Zorb All

Sud-Chemie Absorbents, Inc.
Kem Tech Industries
Meridian Petroleum
DMS&D Associates, Inc.
Eagle Picher Co.
D2L Products
Waverly Minerals, Inc.
American Products, Inc.
ITW Devcon Environmental Systems
Hi-Point Peat Limited
Oil Dri Corp.
E Global Solutions, Inc.
Environmental Connections, Inc.
Engelhard Minerals & Chemicals
Diversey Wyandotte

Floor Cleaner, Sweeping Compound

- Category #32A ; Stock #AU0100240

Kleen Sweep

Akona, LLC

Hand Cleaner, Cream (with Lanolin & Germicide)

; Category #33 - Stock #AS0700090

Alcare Foamed Alcohol
GOJO Lotion Cream Soap
Harley Cream Medic

Calgon Vestal Laboratories
GOJO Industries
Harley Chemicals Div., Concord Chemical Co.

Hand Cleaner, Foaming

; Category #34

Foaming Hand Cleaner
Lite'n Foamy Foaming Pearlux
Lite'n Foamy Sunflower Fresh

Inopak, Ltd.
Spartan Chemical Co., Inc.
Spartan Chemical Co., Inc.

Hand Cleaner, Liquid

; Category #36 - Stock #AU0700070, #AU0700073

010 Hand Cleaner
Anti Microbial Pink Lotion Soap
Cello Liquid Hand Soap
Cormatic Antiseptic Hand Soap
Cormatic Food Processing Hand Wash
Cormatic Frost Lemon Soap
Cormatic Mighti Scrubb Hand Soap
Cormatic Pink Pearl Hand Soap
Derma Max Antimicrobial Skin Cleaner
Derma Max Instant Skin Sanitizer
Derma Pro Lotion Soap

A.W. Chesterton Co.
Bedford Chemical Div., Ferro Corp.
Cello Chemical Corp.
Georgia-Pacific Corp.
Georgia-Pacific Corp.
Georgia-Pacific Corp.
Georgia-Pacific Corp.
Georgia-Pacific Corp.
American Paper Towel Co.
Americlean Systems, Inc.
Americlean Systems, Inc.
GOJO Industries

Formula 86 - 15% Hand Soap	Malone Chemical Co.
Formula 87 - Lotionized Soap	Malone Chemical Co.
Green Life Liquid Hand Soap	Snappy Solutions Inc.
Hand Cleaner, Antiseptic	NCH Corp.
Harco 37% Coconut	Harley Chemicals Div., Concord Chemical Co.
Liquid Hand Soap	Chloral Group
LTS Lotion Soap	Calgon Corp.
Luron Lotion Hand Cleanser	U.S. Borax Co.
Mighty Scrub (Heavy Duty Use Only)	American Paper Towel Co.
Palmetto (Formerly Balma)	Rochester Midland Corp.
Pink Lotion Soap	Kutol Products Co.
Pink Lotion Soap/Capco Coconut Liquid Hand Soap	Harley Chemicals Div., Concord Chemical Co.
Pink Velvet Hand Soap	Alfred Chemical Corp.
Power Gold Hand Cleaner w/Crushables	GOJO Industries
Richfoam Liquid Hand Soap - 15%	W.B. McVicker Co.
Sanigizer	Ecolab, Inc.
Soft Touch Hand Soap	Barrier Industries, Inc.
Special Castile Soap	Penetone Corp.

Hand Cleaner, Lotion

Category #37 - Stock #AU0700075

Coconut Oil Hand Soap	Twil-Laq Industries
Epicare Lotion Soap	Ecolab, Inc.
GL CS 91284 Lotion Hand Soap	Russall Products Co., Inc.
Industrial Creamedic	Harley Chemicals Div., Concord Chemical Co.
Kresto EF	Stockhausen, Inc.
Penetone Hand Cleaner	Penetone Corp.
Pink Lotion Hand Soap	Twil-Laq Industries
SBS-61 Lotion Soap	Deb SBS, Inc.
Slimline Pink Pearl Lotion Hand Cleaner	Kutol Products Co.

Hand Cleaner, Powdered

Category #38A - Stock #AU0100465, #AU0100470

Boraxo	U.S. Borax Co.
Lan-O-Kleen Plus	Penetone Corp.
Pax-Lano-Sav	Calgon Corp.

Hand Cleaner, Powdered (With Lanolin)

Category #38B - Stock #AU0100465 (5lb. Box)

APTCO Superior Hand Cleaner w/Lanolin	American Paper Towel Co.
Bora-Solv	Sanitary Soap Co., Inc.
Gentle Giant	National Milling & Chemical Co.
M-1	Mione Manufacturing Co.

Hand Cleaner, Waterless

Category #39 - Stock #AU0700060, #AU0700080

Blue Label
Magnus Waterless Hand Cleaner
Pax-Solv
SBS-30 Waterless Skin Cleanser

DL Group, Banite Inc.
Magnus Chemical Division, Inc.
Calgon Corp.
Deb SBS, Inc.

Hand Sanitizer – Category #40 – Stock #AU0700087

Purell Instant Hand Sanitizer

GOJO Industries

Insect Repellent

:- Category #42. Contains between 20 and 30% DEET (N, N-Diethyl-meta-Toluamide) except where noted.

Anileator Insect Repellent Pump Spray (Stock #AU0100095) Hilton Head Laboratories
Anileator Insect Repellent Towelette (Stock #AU0100096) Hilton Head Laboratories
Bug Barrier II Insect Repellent Aerosol (Stock #AU0100090) ARI
Cutter Advanced Insect Repellent Pump Spray (Contains Picaridin) Spectrum Brands, Inc.
(Stock #AU0100080)
Cutter Advanced Insect Repellent Towelette (Contains Picaridin) Spectrum Brands, Inc.
(Stock #AU0100085)
Cutter Backwoods Insect Repellent Pump Spray (Stock #AU0100095) Spectrum Brands, Inc.
Cutter Outdoorsman Insect Repellent Lotion (Stock #AU0100092) Spectrum Brands, Inc.
Misty Insect Repellent II Aerosol (Stock #AU0100090) Amrep, Inc.
Off Deep Woods Insect Repellent Pump Spray (Stock #AU0100098) S.C. Johnson & Son, Inc.
Repel Sportsmen Insect Block 29 Aerosol (Stock #AU0100098) Wisconsin Pharmacal Co.

Metal Cleaner & Polish

:- Category #43 – Stock #GM0100760. (Eye protection, impervious glove and long sleeve work clothes must be used.)

Brown Metal Polish 505 Buckingham Wax Co.
Desk And Office Cleaner 573 3M Co.
Lime-A-Way Acidic Cleaner Ecolab, Inc.
Medallion Metal Polish Ecolab, Inc.
Misty Multipurpose Cleaner & Polish UVX Amrep, Inc.
Misty Spray Cleaner & Polish Amrep, Inc.
Noxon Boyle-Midway, Inc.
Oz Cream Polish H. Behlen & Bro.
Restoro Polish 00 Smoke Restoro Polish Co.

Metal Cleaner, Water Emulsion Painted Surfaces Metals, Plastics

:- Category #44 – Stock #AU0100440 (1 Gallon). (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Nu-Sheen

Nu-Sheen Products

Odor Control Chemical

:- Category #45 - Stock #AU0700285 (14 oz. Tube), PATH #003832

Air Interceptor Air Neutralizer (#AS0101515)
 Airkem Gold Label Solidaire
 Aquatoc
 Aquatoc
 Aquazyme
 Aquinoc
Bad Air Sponge (#AS0101500 (1 pound), #AS0101510 (5 pounds))
 Big D D'Vour
 Britec Blue Mist
 Cherry Blossom Deodorizer & Cleaner
 Clean On The Go Smoke & Odor Eliminator
 Cormatic Winter Mint
 Dr. Zyme Enzyme Odor Controller And Eliminator
 Erase
 Gold Label Liquid
 Gold Label Mist (Aerosol)
 Green Label Liquid
 Multi-Clean Odor Out
 Nilium Water Soluble Deodorizer
 Rugbee Carpet & Room Deodorizer
 RX 60 Foul Odor Eliminator
 Solidaire Gold Label (Solid)
 Solidaire Red Label (Solid Gel)
 Spray N' Fresh
 Superior Odor Control
 TCELL Odor Control Fragrances

Green Planet Products
 Airkem Professional Products
 Ecolab, Inc.
 Airkem Professional Products
 Packard Industries, Inc.
 Airkem Professional Products
 Mateson Chemical Corp.
 Big D Industries, Inc.
 Brighton Chemical Co.
 Burke Supply Co.
 Spartan Chemical Co., Inc.
 Georgia-Pacific Corp.
 Chemsearch Div. of NCH Corp.
 Geritrex Corp.
 Airkem Professional Products
 Airkem Professional Products
 Airwick, Reckitt Benckiser
 Minuteman International, Inc.
 Nilodor, Inc.
 S.C. Johnson & Son, Inc.
 Airex Laboratories
 Airkem Professional Products
 Airkem Professional Products
 Fuller Brush Co.
 Force Chemical, Inc.
 Technical Concepts LLC

Rodenticides

: Category #52 – (User must have a current Pesticide Applicator's License)

Catchmaster Rodent & Insect Glue
 Contrac All-Weather Blox Anticoagulant Rodenticide
 Ditrac Tracking Powder

AP&G Co., Inc.
 Bell Laboratories
 Bell Laboratories

Runway Ice Control

: Category #53A – Stock #BI0100056

Clearway 1
 Cryotech NAAC Deicer
 Octamelt

Clearway, LLC.
 Cryotech Deicing Technology
 Octagon Process, Inc.

General Ice Control

: Category #53B – Stock #BI0100058

Calcium Chloride Pellets 90
 De-Icer 821 Ice Melting Compound
 EarthGuard All Natural Ice Melter
 Icemelt Potassium Acetate Liquid Deicing/Antiicing Fluid

Dow Chemical Co.
 Penetone Corp.
 Magco Incorporated
 NA-Churs/Alpine Solutions

Propellant 49 Ice & Snow Melter

Pace Products, Inc.

Ice Melt Rinsing Compound

∴ Category #53C – Stock #BI0100100

Prolong

Armor Research Co.

Rust Inhibitor

∴ Category #54

Jetgo Bust Rust (aerosol & bulk)

Penray Companies, Inc.

Prevex (aerosol & bulk)

Kano Laboratories, Inc.

Rust Remover

∴ Category #55 – Stock #AO0100430

Aerokroil (aerosol)

Kano Laboratories, Inc.

Jetgo Bust Rust (aerosol & bulk)

Penray Companies, Inc.

Kroil (bulk)

Kano Laboratories, Inc.

Protectant, Surface

∴ Category #56 – PATH #017339, #033244

Aerospace Protectant

303 Products

All Purpose Lubricant & Protectant

LiQuifix LLC

EP5A-Pro Escalator Handrail Acrylic Polymer Protectant

Aedeas Group LLC

Skin Cream, Protective

∴ Category #57 – Stock #AS0101150. (for Non-Aqueous Irritants)

Derma Plus

Acutech Industries, Inc.

Derma Shield

Acutech Industries, Inc.

Fastex B4 Hand Barrier Cream

Glenveigh Developments Ltd

Protective Cream 411

Penetone Corp.

SBS-46 Protective Cream

Deb SBS, Inc.

Sunscreen

∴ Category #57A – Stock #AU0100491

Solar Guard Sunscreen Towel

ITW Dymon

Sun Sense SPF-30 Towelette

Solar Care, Inc.

Moisturizer

∴ Category #57B – Stock #AS0700080

Lurosoothe Hand & Body Lotion

Dial Corp.

Onox Hand Cream

Onox, Inc.

Aerosol

:- Category #57C

Exaderm Aerosol

NCH Corp.

Spot Cleaner, Upholstery & Carpet

:- Category #61B. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

4OUR Brown Spot & Stain Remover	Cleantronics, Inc.
5IVE Rust Away	Cleantronics, Inc.
6IX Turbo Cleaner Coffee Remover & Pre-Spray	Cleantronics, Inc.
Contempo H ₂ O ₂ Spotting Solution	Spartan Chemical Co., Inc.
Host & Prep	Racine Industries, Inc.
Host & Spot Remover for Carpet	Racine Industries, Inc.
Host Dry Carpet Cleaner	Racine Industries, Inc.
Professional Spot Prep	Cleanmaster
Revitalize 101 Prespray/Bonnet Detergent	Ecolab, Inc.
Revitalize 31 Beverage Spotter	Ecolab, Inc.
Rugbee Enzyme Spotter	Johnson Wax Co., S.C. Johnson
Rugbee Solvent Spotter	Johnson Wax Co., S.C. Johnson
Soil Release #58	Sterling Sanitary Supply Corp.
Stain-EX	Positive Product Laboratories, Inc.
Traffic Lane Spotter	Chloral Group
TRI-TEX	Airkem Professional Products

Spray Buff Pre-Mixed

:- Category #62. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Carefree Showtime Superior Gloss Spray Cleaner	Burke Supply Co.
Clear Spray Buff	Russall Products Co, Inc.
Easy Task Restorer Spray Buff	Betco Corporation
Low And Behold	Ecolab, Inc.
Mirage Floor Finish Maintainer & Neutral Cleaner	National Chemical Laboratories
Mist & Buff	Puritan/Churchill Chemical Co.
Mop & Buff Floor Restorer	Tw-Laq Industries
Renu	National Chemical Laboratories
Royal Encounters	Chloral Group
Snapback	S.C. Johnson & Son, Inc.
Spit Shine Ultra High Speed Kleen & Burnish	Janimart Corp.
Spray Buff	Cello Chemical Corp.
Spray Buff	Puritan/Churchill Chemical Co.
Spray Buff	Spartan Chemical Co., Inc.
Sun-Glo Floor Restorer	Tw-Laq Industries
Tuffy Mop & Buff	Brighton Chemical Co.
Tuffy Spray Buff	Brighton Chemical Co.

Spray and Rinse Detergent (Car Wash)

– Category #63 – Stock #AU0100823 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Armor All Protectant
FO 976 TA Bus Wash
FO 980A
J-Wax Believe Traffic Film Remover
Penetone 155 (Stock #BA0100343)
RMS-36
Strength

Armor All Products
Fine Organics Corp.
Fine Organics Corp.
Johnson Wax Co., S.C. Johnson
Penetone Corp.
FPC Metro Corp.
Magnum Research Corp.

Stainless Steel Cleaner & Wash

– Category #65A – Stock #GM0100760. (Eye protection, impervious gloves apron and long sleeve work clothes must be worn.)

Brilliance Stainless Steel Wipes
Cello Sleek Stainless Steel Cleaner
Deep Gloss (Aerosol)
Hyshine-Tiffany Stainless Steel Cleaner
Metalo Stainless Steel Cleaner
NU-Sheen
Power Cleaner 155 (Bulk) (Stock #BA0100343 – 6 Gallons)
Shimmer (Bulk & Aerosol)
Swell Stainless Steel Cleaner
Triple S Stainless Steel Cleaner

Brilliance Holdings, Ltd.
Cello Chemical Corp.
Johnson Wax Co., S.C. Johnson
Hysan Corp.
Twi-Laq Industries
Nu-Sheen Products
Penetone Corp.
National Laboratories
Twi-Laq Industries
Triple S

Toilet Bowl Cleaner, Liquid

– Category #66B. (Eye protection, impervious gloves, apron and long sleeve work clothes must be worn.)

Astor Safety Non-Acid Bowl Cleaner
Bath Guard - Acid Free Disinfectant Bathroom Cleaner
Bath Mate Acid-Free Washroom Cleaner
Big D Urinal Block With Enzyme (Non-Para) (Stock #AU0100070)
Bol Maid Toilet Cleaner
Bowl Pac 532 Toilet Bowl & Bathroom Cleaner
Bowlaway Bowl & Bathroom Cleaner
Carefree Mild Bowl & Porcelain Cleaner/Disinfectant
Charge Bowl Cleaner
Crew Tub & Tile Cleaner for Solution Center
Disinfectant Restroom Cleaner
Formula 72 Germicidal Acid Bowl Cleaner
Hi-Genic
Jon Q. Publik
Mint Bowl Cleaner

Creative Chemicals, Inc.
Butcher Co.
Butcher Co.
Big D Industries, Inc.
Betco Corporation
Portion Pac Chemical Corp.
Barrier Industries, Inc.
Burke Supply Co.
Butcher Co.
Johnson Wax Co., S.C. Johnson
Scott Sani-Fresh International
Malone Chemical Co.
Purex Industrial
Barrier Industries, Inc.
Chloral Group

Mint Bowl Cleaner
NABC (Non-Acid Disinfectant Bathroom Cleaner)
Non-Acid Bowl Cleaner
Remove Q Uratic Salt Remover
SSS Non-Acid Bowl Cleaner
Sun-Glo Mint Bowl Cleaner
Vani-Sol Disinfectant Washroom Cleaner
Spray and Go Urinal Cleaner

Twilaq Industries
Spartan Chemical Co., Inc.
Twilaq Industries
Superco Specialty Products
Triple S
Twilaq Industries
National Laboratories
Zero Flush Inc.

Tunnel Tile Surface Detergent

– Category #70 – Stock #AU0700665 (5 Gallons), #AU0700670 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, face shield, impervious gloves, protective clothing & boots must be worn.)

Bio Solve
Business To Business Solutions Multi-Surface Cleaner
Compound 1101
Eco-Clean
FO 1165
FO 933 Tunnel Wash
Grignard Tunnel Tile Wash Winter Grade
Hydroforce Butyl-Free All Purpose Cleaner/Degreaser
J-Wax 100
Key-Chem 06562P
Key-Chem 539
Oxi Clean
Port Tunnel Cleaner
Quick Tunnel Cleaner
SC-1000
Shineline Multi Surface Cleaner
Son of Super Brute Plus
Super Concentrate Protective Soil Remover
Super Wash Industrial Grease Buster
Tunnel Wash
Ultra One G-5 Degreaser
ZEP Blue Magic
ZEP-X-8886
ZEP-X-9081

Westford Chemical Corp.
Access Business Group LLC
Priority Chemical Co., Inc.
Uniflo Resources, Inc.
Fine Organics Corp
Fine Organics Corp.
Grignard Co.
CRC Industries, Inc.
S.C. Johnson & Son, Inc.
Stuart Ironsides
Key Chemicals, Inc.
Orange Glo International
Twilaq Industries
Quick Chemical Co., Inc.
Gemtek Products
Spartan Chemical Co., Inc.
Applied Research, Inc.
Gemtek Products
SWI International
Bergo Janitorial Supply
Ultra One Corp.
Zep Manufacturing Co.
Zep Manufacturing Co.
Zep Manufacturing Co.

Utility Cleaner, Paste

– Category #71A

Utility Cleaner, Powder

– Category #71B – Stock #AU0700441. (Eye protection, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

Ajax Cleanser With Bleach

Colgate-Palmolive Co.

Bab-O-Cleanser
CA-348
Comet Cleanser
Con-Sal
F-100
Namico J-100
Permag #40
Puritine

Fitzpatrick Bros., Inc.
Polytech
Procter & Gamble
Church-Dwight Co.
Diversey Wyandotte
National Milling & Chemical Co.
Magnuson Products Corp.
J.I. Holcomb Manufacturing Co.

Cleaner, General Purpose

- Category #71C – Stock #AU0700630

Benefect Multi-Purpose Cleaner Concentrate
Blue Velvet No Film General Purpose Cleaner
Earth Sense #1 Glass & Multi-Surface Cleaner
Green Cleaner & Degreaser
Green Earth Natural All Purpose Cleaner
Green Earth Peroxide Cleaner Concentrate
Green Life All Purpose Cleaner
Green Solutions Industrial Cleaner
Hydroxi Pro Cleaning Wipes
Misty All Purpose Cleaner
Multi-Clean Century Maintenance Cleaner
The Natural All Purpose Multi-Surface Cleaner
Tribase Multipurpose Cleaner

Sensible Life Products
National Chemical Laboratories
National Chemical Laboratories
Superco Specialty Products
Betco Corporation
Betco Corporation
Snappy Solutions Inc.
Spartan Chemical Co., Inc.
Core Products Co.
Amrep, Inc.
Minuteman International, Inc.
Easy Clean & Green
Spartan Chemical Co., Inc.

Wall Cleaner, Tile

- Category #72A. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Aqua-Safe
Armor All Cleaner/Degreaser
Bathroom Cleaner For Twist 'N Fill System
Benefect Atomic Cleaner, Fire & Soot Cleaner
Eco-Phase Heavy Duty Cleaner/Degreaser Concentrate
Enco Formula 'A'
Green Life Tub & Tile Cleaner
It's "OK" Green
Just Right
Kleansal
Lesswork Detergent
Neutra-Kleen Deodorizing Neutral Cleaner
Prime Time
Sterigent
Sun-Glo Website Tile & Floor Cleaning Concentrate
The Natural Basin, Tub & Tile Cleaner
Top Notch

Brulin & Co., Inc.
Armor All Products
3M Co.
Sensible Life Products
Janimart Corp.
Enterprise Chemical & Paper Co.
Snappy Solutions Inc.
Ardex Laboratories, Inc.
Janimart Corp.
W.B. McVicker Co.
Banner Chemical Corp.
Janimart Corp.
Walton-March, Inc.
Spartan Chemical Co., Inc.
Twi-Laq Industries
Clean Environment Co., Inc.
Barrier Industries, Inc.

Window Cleaner, Concentrate Use as Delivered

- Category #72B - Stock #AU0700180, PATH Stock #004968, #017381 (1 Gallon). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Alcohol Cleaner	Lever Industrial, Inc.
Aptco Window Cleaner	Buckingham Wax Co.
Bellwether Windshield Washer #1001	Bellwether Laboratories, Inc.
Bellwether Windshield Washer #1004	Bellwether Laboratories, Inc.
Bellwether Windshield Washer #1006	Bellwether Laboratories, Inc.
Biorenewables Glass Cleaner	Spartan Chemical Co., Inc.
Clean on the Go Concentrated Glass & Hard Surface Cleaner	Spartan Chemical Co., Inc.
Concentrated Window Cleaner	Twi-Laq Industries
Earth Sense #1 Glass & Multi-Surface Cleaner	National Chemical Laboratories
GC101 Heavy Duty Glass Cleaner	Banner Chemical Corp.
Glance RTU	Johnson Wax Co., S.C. Johnson
Glass Cleaner	Spartan Chemical Co., Inc.
Glass Cleaner Twist 'N Fill Product #1	3M Co.
Glass Kare	Barrier Industries, Inc.
Green Earth Glass Cleaner	Betco Corporation
Kleer Brite Window & Glass Cleaner	National Chemical Laboratories
Lance (Use as delivered)	A.C. Fergusson, Inc.
Lightning Blend Glass Cleaner F4510	Purex Industrial
Phoenix Crystal Glass Cleaner	Eagle Maintenance Supply, Inc.
Plexi-I-Guard Liquid	Sterling Sanitary Supply Corp.
Pro Shine	Paper Enterprises, Inc.
See Klear Glass Concentrate Cleaner	Chloral Group
See-Thru Window Cleaner	Chloral Group
Sparkle (Use as delivered)	Mirandy Products, Ltd.
Spic & Span Disinfecting Spray & Glass Cleaner	Procter & Gamble
Spray N' Shine Glass Cleaner	Fuller Brush Co.
SSS Glass Cleaner	Triple S
Sun-Glo C-Thru Window Cleaner	Twi-Laq Industries
Window Cleaner Concentrate	J.I. Holcomb Manufacturing Co.

Window Cleaner (Aerosol)

- Category #72C - Stock #AU0700195 (19 oz.). (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

099 Glass Cleaner	A.W. Chesterton Co.
Barrier Plexiglass Cleaner	Barrier Industries, Inc.
Blue Sky Glass Cleaner	Franklin Cleaning Technology
Glass Cleaner Twist N' Fill Product #1	3M Co.
Green Life Glass & Window Cleaner	Snappy Solutions Inc.
Look Glass Cleaner	Butcher Co.
Plexi-I-Guard Aerosol	Sterling Sanitary Supply Corp.
Soilax Spray Cleaner	Magnus Chemical Division, Inc.

Algae & Mold Cleaner & Remover

– Category #72D. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Chomp Pro Algae & Mold Stain Cleaner & Remover Environmental Solutions International

PATH Cars – Exterior Cleaner

– Category #73A – PATH Stock #000708

To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed area.)

FO 3024-SV

FO 479 F

Greasinator Concentrate

Penblast 316M

Fine Organics Corp.

Fine Organics Corp.

Envirox LLC

Penetone Corp.

PATH Cars – Interior Cleaner

– Category #73B – PATH Stock #000809, #017367, #017440, #033091, #033253, #033239. To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed are.) The 3M products must be diluted using Twist 'N Fill Chemical Dispenser.

Bravo Extra Heavy Duty Floor Stripper

Clean By Peroxy All Purpose Cleaner

FO 449

FO 976 TA Bus Wash

FO 980A

General Purpose Cleaner Twist 'N Fill Product #8

Green Earth Peroxide Cleaner Concntrate

Megapower Redi-Kleen #12

Neutral Cleaner Twist N' Fill Product #3

Neutral Quat Disinfectant Cleaner Twist 'N Fill Product #23

Quat Disinfectant Cleaner Twist 'N Fill Product #5

Quick Qleen #2 Interior Car Cleaner

Speed Stripper Twist 'N Fill Product #6

Taski Profi Floor Cleaners/Oil & Grease Remover

Taski Wiwax Cleaning And Maintenance Emulsion

TRACK-TEX AM

S.C. Johnson & Son, Inc.

Spartan Chemical Co. Inc.

Fine Organics Corp.

Fine Organics Corp.

Fine Organics Corp.

3M Co.

Betco Corporation

Fine Organics Corp.

3M Co.

3M Co.

3M Co.

Quick Chemical Co., Inc.

3M Co.

JohnsonDiversey, Inc.

JohnsonDiversey, Inc.

Texo Corp.

Food Service Maintenance Products

Category #74

Pre-Soak for Stainless Steel Flatware

– Stock #AU0700457

(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Banish
Silver Kleen SS
Silver Power – used only with Solitron 1000 dispenser

Chloral Group
Sanolite Chemical Corp.
Ecolab, Inc.

Chlorinated Machine Dishwashing Detergent

– Stock #AU0700460. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Guardian Magnum
Sano-Chlor

Ecolab, Inc.
Sanolite Chemical Corp.

Chlorinated Machine Dishwashing Safe for Most Metals

– Stock #AU0700460. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Guardian Acclaim
Reward

Ecolab, Inc.
Sanolite Chemical Corp.

Solid Detergent Capsule for Mechanical Dishwashers

(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

Solid Power – used only with Power Activated Detergent Dispenser
Solid Power Plus – used only with Power Activated Detergent Dispenser

Ecolab, Inc.
Ecolab, Inc.

Machine Warewashing Detergent

(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

Super Saver

Sanolite Chemical Corp.

Concentrated Multi-Purpose Iodine

– Stock #AU0700476. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Iodex
Iodine Sanitizer
Mikroklene

Sanolite Chemical Corp.
Chloral Group
Ecolab, Inc.

Pot and Pan or Hand Dishwashing Detergent
(Eye protection and impervious gloves must be worn.)

Emulsify	Chloral Group
Joy Dishwashing Detergent	Procter & Gamble
NEET	Ecolab, Inc.
Pot Luck	Sanolite Chemical Corp.

Solid Detergent Capsule for Pot and Pan or Hand Dishwashing Detergent
Stock #AU0700450, #AU0700452. (Eye protection and impervious gloves must be worn.)

Solitaire – used only with Solitron 1000 Dispenser	Ecolab, Inc.
Tetrox	Ecolab, Inc.

Rinse Additive and Drying Agent

For Use In Automatic Rinse Injectors. Stock #AU0700470, #AU0700472. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Instant Dry	Sanolite Chemical Corp.
Jet Dry	Ecolab, Inc.
Rinse Dry	Ecolab, Inc.
Rinse IT SP-4	Sanolite Chemical Corp.
Solid Spot Free	Ecolab, Inc.

Solid Rinse Additive and Drying Agent

For Use In Automatic Rinse Injectors. Stock #AU0700472. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Solid Spot Free – use only with Mikroverter Dispenser	Ecolab, Inc.
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Neutral Cleaner

(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

All Purpose Cleaner	Ecolab, Inc.
Kleer 'N Brite Low Temperature Dishwasher Sanitizers – Stock #AU0700478	Sanolite Chemical Corp.
Eco-San	Ecolab, Inc.

Stainless Steel Cleaner

– Stock #AU0100440, #GM0100760, PATH Stock #004372. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Soilax	Ecolab, Inc.
Acid Cleaner – Stock #AU0700474	
Clinging Limeaway	Ecolab, Inc.

Compublend System Chemicals
- Category #77

Base (A-Y)
Ready to Use
1:4 Concentrate
1:63 Concentrate

3M Co.
3M Co.
3M Co.
3M Co.

ADDITIONS

Product	Manufacturer	Category
Bio Silver	Mid-Continent Packaging, Inc.	21B: Disinfectant
Cameo Aluminum & Stainless Steel Cleaner	Church & Dwight Company, Inc.	6: Aluminum Cleaner
De-icer 821 Ice Melting Compound	Penetone Corporation	53B: General Ice Control
Earth Savors Mist Air Freshener [All Fragrances]	State Chemical Solutions	21A: Detergent, Disinfectant, Odor Counteractant
Earth Savors Mist Liquid Air Freshener	State Chemical Solutions	21A: Detergent, Disinfectant, Odor Counteractant
Earthguard All Natural Ice Melter	Magco Incorporated	53B: General Ice Control
EarthGuard All Natural Ice Melter	Magco Incorporated	53B: General Ice Control
Green Life All Purpose Cleaner	Snappy Solutions Inc.	71C: Cleaner, General Purpose
Green Life Floor Stripper	Snappy Solutions Inc.	29A: Floor Cleaner, Stripper
Green Life Glass & Window Cleaner	Snappy Solutions Inc.	72C: Window Cleaner (Aerosol)
Green Life Liquid Hand Soap	Snappy Solutions Inc.	36: Hand Cleaner, Liquid
Green Life Tub & Tile Cleaner	Snappy Solutions Inc.	72A: Wall Cleaner, Tile
Green Life Zinc – Free Floor Seal & Finish	Snappy Solutions Inc.	28: Floor Finish, Metallic Interlock (Scrubable)
Green Stuff [®] Absorbent	D2L Products	32: Grease & Oil Absorbents
Propellant 49 Ice & Snow Melter	Pace Chemical Products, Inc.	53B: General Ice Control
Puregreen24 Disinfectant & Deodorizer	Pure Green, LLC	21B: Disinfectant
PureGreen24 Hard Surface Disinfectant	Pure Green, LLC	21B: Disinfectant
Sani-Cloth Plus Germicidal Disposable Cloth	Nice-Pak Products, Inc.	21B: Disinfectant
Spray and Go Uninal Cleaner	ZeroFlush Inc.	66B: Toilet Bowl Cleaner, Liquid

DELETIONS

There Are No Deletions

CHANGES

There Are No Changes

VENDOR NAMES AND ADDRESSES

303 Products, Inc.
10801 Starwood Drive
Palo Cedro, CA 96073

3M Co.
3M Center
St. Paul, MN 55144-1000

A.C. Fergusson, Inc.
Spring Mill Drive
Frazer, PA 19355

A.W. Chesterton Co.
225 Fallon Road
Middlesex Industrial Park
Stoneham, MA 02180-2999

Access Business Group LLC
7575 Fulton Street
Ada, MI 49355

Acutech Industries, Inc.
310 Brookhollow Industrial Blvd.
Dalton, GA 30721-3275

Advantage Marketing Associates
1295 S.W. 4th Avenue
Delray Beach, FL 33444

Aedeas Group LLC
353 Kearny St., Suite 41
San Francisco, CA 94108

Air Kontrol, Inc.
221 Pearson Street
Batesville, MS 38606

Airex Laboratories
1640 Delmar Drive
Folcroft, PA 19032

Airkem Professional Products, Ecolab, Inc.
370 Wabasha Street
St. Paul, MN 55102

Airwick, Reckitt Benckiser
Morris Corporate Center IV

399 Interpace Parkway, P.O. Box 225
Parsippany, NJ 07054-0225

Akona, LLC
P.O. Box 488
1570 Halgren Road
Maple Plain, MN 55359

Alfred Chemical Corp.
111 Gardner Avenue
Brooklyn, NY 11237

AMAX Corp.
960 S. Third Street
Louisville, KY 40203

American Cyanamid Co.
697 Route 46
Clifton, NJ 07015

American Industrial Supply, Inc.
4514 Vanowen Street
Burbank, CA 91505

American Paper Towel Co.
10 Industrial Road
Carlstadt, NJ 07072

American Products, Inc.
P.O. Box 7455
Port St. Lucie, FL 34985

American Wax Co., Inc.
39-30 Review Avenue
Long Island City, NY 11101

Americlean Systems, Inc., JohnsonDivesey
26935 Northwestern Hwy., Suite 400
Southfield, MI 48034

Amrep, Inc.
990 Industrial Park Drive
Marietta, GA 30062

Amway Corp.
7575 East Fulton Road
Ada, MI 49355

AP&G Co., Inc.

170 - 53rd Street
Brooklyn, NY 11232

Applied Research, Inc.
7367 Davie Rd. Ext
Hollywood, FL 33024

Ardex Laboratories, Inc.
335 Camer Dr.
Bensalem, PA 19020

ARI
P.O. Box 510
Orchard Hill, GA 30266

Armor All Products, Clorox Co.
22 Corporate Park
Irvine, CA 92714

Armor Research Co.
1035 Busch Memorial Highway
Pennsauken, NJ 08110

Banner Chemical Corp.
111 Hill Street
Orange, NJ 07050

Barlyn Chemicals
P.O. Box 1122
Havertown, PA 19083

Barrier Industries, Inc.
200 E. Main Street
Port Jervis, NY 12771

Bedford Chemical Division, Ferro Corp.
7050 Krick Road
Walton Hills, OH 44146-4494

Bell Laboratories, Inc.
3699 Kinsman Blvd.
Madison, WI 53704

Bellwether Laboratories, Inc.
172 Speedwell Avenue
Morris Plains, NJ 07950

Bergo Janitorial Supply
114 Allen Blvd.

Farmingdale, NY 11735

Betco Corporation
1001 Brown Ave.
Toledo, OH 43607

Big D Industries, Inc.
5620 S. W. 29th Street
P.O. Box 82219
Oklahoma City, OK 73148-0219

Boyle-Midway, Inc.
South Avenue & Hale Street
Cranford, NJ 07016

Brighton Chemical Co.
385 Jersey Street
Staten Island, NY 10301

Brilliance Holdings, Ltd.
121 Customs St West
Auckland Central, NZ

Bruhin and Co., Inc.
P.O. Box 270
Indianapolis, IN 46206

Buckingham Wax Co.
51-03 Van Dam Street
Long Island City, NY 11101

Bunzl Corp.
256 Columbia Turnpike, Suite 212
Florham Park, NJ 07932-1298

Burke Supply Co.
Bldg. 293, Brooklyn Navy Yard
Brooklyn, NY 11205

Butcher Co.
120 Bartlett Street
Marlborough, MA 01752

Calgon Corp.
Commercial Division
7501 Page Avenue
St. Louis, MO 63166

Calgon Vestal Laboratories

5035 Manchester Avenue
Saint Louis, MO 63110

Capital Supply Co.
111 Eighth Avenue
New York, NY 10011

Cello Chemical Corp.
1354 Old Post Road
Havre de Grace, MD 21078

Chase Products Co.
P.O. Box 70
Maywood, IL 60153

Chem Creations, Inc.
260 Northern Blvd.
Great Neck, NY 11021

Chemical Products Co., Inc.
1213 Jackson Street
Omaha, NE 68102

Chemsearch Div. of NCH Corp.
Box 152170
Irving, TX 75015

Chemspec
3001 E. Madison Street
Baltimore, MD 21205

Chloral Group
171 Lombardy Street
Brooklyn, NY 11222

Church & Dwight Company, Inc.
Two Pennsylvania Plaza
New York, NY 10001

Clean Environment Co., Inc.
P.O. Box 4444
Lincoln, NE 68504

Cleaning Solutions Group
The Sherwin-Williams Co.
101 Prospect Avenue, N.W.
Cleveland, OH 44115

Cleanmaster
6321 204 Street SW
Lynwood, WA 98036

Cleantronics, Inc.
P.O. Box 384
Princeton Junction, NJ 08550

Clearway, LLC.
414 Wilson Avenue
Newark, NJ 07105

Clift Industries, Inc.
P.O. Box 67153
Charlotte, NC 28226

Clorox Co.
1221 Broadway
Oakland, CA 94612

CMC Laboratories Co., Inc.
100 Varick Street
New York, NY 10014

Colgate-Palmolive Co.
300 Park Avenue
New York, NY 10022

Core Products Co.
401 Industrial Drive
Canton, TX 75103

CRC Industries, Inc.
885 Louis Dr.
Warminster, PA 18947

Creative Chemicals, Inc.
3 Church Street
Plamer, MA 01069

Cryotech Deicing Technology
6103 Orthoway
Fort Madison, IA 52627

Crystal Chemical Corp.
101-02 37th Avenue
Corona, NY 11368

Darm Incorporated
P.O. Box 0218
Baldwin, NY 11510

Deb SBS, Inc.
1100 Highway 27 South
Stanley, NC 28164

Dial Corp.
1850 N. Central
Phoenix, AZ 85077

Diversey Wyandotte
400 Washington Street
Suite 301
Braintree, MA 02184

DiversiTech
2530 Lantrac Court
Decatur, GA 30035

DL Group, Banite Inc.
47 East Market Street
Buffalo, NY 14204

DMS&D Associates, Inc.
20 Meridian Road
Eatontown, NJ 07724

Dow Chemical Co.
2030 Dow Center
Midland, MI 48674

Drackett Professional, S.C. Johnson
1295 S.W. 4th Street
Delray Beach, FL 33444

Dymon, Inc.
P.O. Box 6267
Kansas City, KS 66106

Dynasurf Chemical Corp.
1426 Fleet Street
Baltimore, MD 21231

E Global Solutions, Inc.
9-d Dunwood Road
Port Washington, NY 11050

Eagle Maintenance Supply, Inc.
80 Twinbridge Drive
Pennsauken, NJ 08110

Eagle Picher Co.
580 Walnut Street
Cincinnati, OH 45202

Easy Clean & Green
P.O. Box 323
Monmouth Beach, NJ 07750

Ecolab, Inc.
370 Wabasha Street
St. Paul, MN 55102

EMS Brands Products
9242 Commerce Highway
Pennsauken, NJ 08110

Engelhard Minerals & Chemicals Corp.
Menlo Park
Edison, NJ 08817

Enterprise Chemical & Paper Co.
35-03 29th Street
Long Island City, NY 11106

Envirochem, Inc.
317 St. Paul's Avenue
Jersey City, NJ 07306

Environmental Connections, Inc.
704 Plaza Blvd.
Kinston, NC 28501

Environmental Solutions International
1261 N. Raddant Road
Batavia, IL 60510

EnviroSystems, Inc.
1754 Technology Drive
Suite 106
San Jose, CA 95110

Envirox LLC
1938 E. Fairchild Street
Danville, IL 61834

Enviro-Zyme, Inc.
Stormville Mountain Road
Stormville, NY 12582

Fine Organics Corp.
205 Main Street
Lodi, NJ 07644

Finished Surface System, Inc.
P.O. Box 569
Comstock Park, MI 49321

Fitzpatrick Bros., Inc.
625 North Sacramento Blvd.
Chicago, IL 60612

Force Chemical, Inc.
449 Bayview Avenue
Cedarhurst, NY 11516

Ford Motor Company
Attention: MSDS Information, P.O. Box 1899
Dearborn, Michigan 48121

FPC Metro Corp.
168 Spruce Street
Westbury, NY 11590

Franklin Cleaning Technology
P.O. Box 214
Great Bend, KS 67530

Fresh Products, Inc.
4010 South Avenue
Toledo, OH 43615

Fuller Brush Co.
P.O. Box 729
Westport Addition
Great Bend, KS 67530

Gemtek Products
1118 E. Missouri Ave., Suite B-2
Phoenix, AZ 85014

Georgia-Pacific Corp.
133 Peachtree Street, N.E.
Atlanta, GA 30303

Geritrex Corp.
2 East Sanford Blvd.
Mount Vernon, NY 10550

Gilman Products Co.
P.O. Box 327 Riverview Mill
Wilton, NH 03086

Glenveigh Developments Ltd
PO Box 734
Lower Sackville, Nova Scotia
Canada B4C 3V3

GOJO Industries
One GOJO Plaza, Suite 500
Akron, OH 44311

Green Planet Products
142 Taunton Blvd.
Medford, NJ 08055

Grignard Co.
126 Passaic Street
Newark, NJ 07104

H. Behlen & Bro.
Route 30 North
Amsterdam, NY 12010

Halbro Control Industries, Inc.
2090 Route 110
Farmingdale, NY 11735

Harley Chemicals Div., Concord Chemical Co.
17th Federal Streets
Camden, NJ 08105

Heritage Labs, Inc.
P.O. Box 4141
Bayonne, NJ 07002

Hillyard Chemical Co.
302 North 4th Street
St. Joseph, MO 64502

Hilti Construction Chemicals, Inc.
5400 S. 122nd East Avenue
Tulsa, OK 74146

Hilton Head Laboratories
484 Brows Cove Road
Ridgeland, SC 29936

Hi-Point Peat Limited
P.O. Box 2535
Postal Station "M"
Calgary, Alberta
Canada T2P 2N6

Hysan Corp.
4309 S. Morgan Street
Chicago, IL 60609

Indco, Inc.
N. Railroad & Essex Sts.
Gloucester City, NJ 08030

Inopak, Ltd.
24 Executive Parkway
Ringwood, NJ 07456

IRS Total Recycling Services
P.O. Box 931
Ridgefield, NJ 07657

ITW Devcon Environmental Systems
30 Endicott Street
Danvers, MA 01933

ITW Dymon
805 East Old 56 Hwy.
Olathe, KS 66061

J.I. Holcomb Manufacturing Co.
4415 Euclid Avenue
Cleveland, OH 44103

James Austin Co.
115 Downieville Road
Mars, PA 16046

Janimart Corp.
733 Ridgedale Ave.
East Hanover, NJ 07936

John A. Earl, Inc.
216-222 Union Street
Hackensack, NJ 07601

Johnson Wax Co., S.C. Johnson
1525 Howe Street
Racine, WI 53403

JohnsonDiversey, Inc.
3240 Benchmark Drive
Ladson, SC 29456

Kano Laboratories, Inc.
1000 E. Thompson Lane
Nashville, TN 37211

Kem Tech Industries
N8076 Maple Street
Ixonia, WI 53036

Key Chemicals, Inc.
4346 Tacony Street
Philadelphia, PA 19124

Kleenmaster Products Co.
291 Roymar Road
Oceanside, CA 92054

Kutol Products Co.
7650 Camargo Road
Cincinnati, OH 45243

Kwiat Trading Corp.
10155 Collins Avenue #403
Bal Harbour, FL 36154

Lever Industrial, Inc.
CH 9542
Munchweilen, Switzerland

LiQuifix LLC
110 Lenox Avenue
Stamford, CT 06906

LSZ, Inc.
30 Glenn Street, Suite 309
White Plains, NY 10603

Magco Incorporated
600 South State Street
Clarks Summit, PA 18411

Magnum Research Corp.
10-5 Drew Court
Ronkonkoma, NY 11779

Magnus Chemical Division, Inc.
Ecolab Osborn Building
St. Paul, MN 55102

Magnuson Products Corp.
50 Court Street
Brooklyn, NY 11201

Malone Chemical Co.
130 Marion Avenue
Linden, NJ 07036

Marcal Paper Mills, Inc.
1 Market Street
Elmwood Park, NJ 07407

Masury Columbia Co.
2150 North 15th Avenue
Melrose Park, IL 60160

Mateson Chemical Corp.
1025 East Montgomery Ave.
Philadelphia, PA 19125

Meridian Petroleum
330 S. Wells Street
Chicago, IL 60606

Microtek Medical, Inc.
602 Lehmberg Road
Columbus, MS 39702

Mid-Continent Packaging, Inc.
1220 North 54th Street
Enid, OK 73701

Midco Products Co., Inc.
11697 Fairgrove Ind. Blvd.
St. Louis, MO 63043

Minuteman International, Inc.
600 Cardigan Road
Shoreview, MN 55126

Mione Manufacturing Co.

51 Democrat Road
Mickleton, NJ 08056

Mirandy Products, Ltd.
1078 Grand Avenue
South Hempstead, NY 11550

Misco International
115 Messner Drive
Wheeling, IL 60090

Misco Products Corp.
R.D. 9, Box 9155
Reading, PA 19605

Modern Research Corp.
431 Stephenson Highway
Troy, MI 48083

M-Oil-Free Co., Inc.
2060 Hartel Street
Levittown, PA 19057

Motsenbocker's Lift Off
P.O. Box 90947
San Diego, CA 92169

Multi-Development Enterprises
P.O. Box 2904
Plainfield, NJ 07062

NA-Churs/Alpine Solutions
421 Leader Street
Marlon, OH 43302

National Chemical Laboratories of PA, Inc.
401 North Tenth Street
Philadelphia, PA 19123

National Laboratories
225 Summit Avenue
Montvale, NJ 07645

National Milling & Chemical Co.
4601 Flat Rock Road
Philadelphia, PA 19127

NCH Corp.
Box 152170

Irving, TX 75015

Neutron Industries, Inc.
7103 N. Black Canyon Hwy
Phoenix, AZ 85021-7619

Nice-Pak Products, Inc. (PDI, The Healthcare Div. of)
Two Nice-Pak Park
Orangeburg, NY 10962-1376

Nilodor, Inc.
1470 Industrial Parkway
Bohivar, OH 44612

Nu-Sheen Products
P.O. Box 426
Ottumwa, IA 52501

Octagon Process, Inc.
596 River Road
Edgewater, NJ 07020

Oil Dri Corp.
68-64 Yellowstone Boulevard
Forest Hills, NY 11375

Oil-Away
2316 Oakhaven Drive
Duarte, CA 91010

Onox, Inc.
43132 Christy Street
Fremont, CA 94538

Orange Glo International
8765 Orchard Road, Suite #703
Englewood, CO 80111

Pace Chemical Products, Inc.
4510 W. 89th Street, Suite 100
Prairie Village, KS 66207

Packard Industries, Inc.
7 Stow Road
Marlton, NJ 08053

Paper Enterprises, Inc.
850 East 140th Street
Bronx, NY 10454

PCI of America
2701 Tower Oaks Boulevard
Suite 300
Rockville, MD 20852

Penetone Corp.
74 Hudson Avenue
Tenafly, NJ 07670

Penray Companies, Inc.
440 Denniston Ct.
Wheeling, IL 60090

Permatex Industrial Corp.
705 North Mountain Road
Newington, CT 06111

Polytech
2520 San Fernando Road
Los Angeles, CA 90085

Portion Pac Chemical Corp.
400 N. Ashland Avenue
Chicago, IL 60622

Positive Product Laboratories, Inc.
P.O. Box 281
Pleasantville, NY 10570

Prestige Laboratories, Inc.
100 Oak Street
East Rutherford, NJ 07073

Priority Chemical Co., Inc.
725 River Road, P.O. Box 332
Edgewater, NJ 07020

Procter & Gamble
Ivorydale Technical Center
5299 Spring Grove Avenue
Cincinnati, OH 45217-1087

Pro-Kote Industries
5849 Okeechobee Blvd.
West Palm Beach, FL 33417

Pure Green, LLC
439 Centre Island Road

Centre Island, NY 11771

Purex Industrial
7300 Bolsa Ave.
Westminster, CA 92684-3800

Puntan/Churchill Chemical Co.
916 Ashby Street, NW
Atlanta, GA 30318

Q-Pak Corp.
2145 McCarter Highway
Newark, NJ 07104

Quick Chemical Co., Inc.
200 Winston Drive, Suite 2603
Cliffside Park, NJ 07010

Racine Industries, Inc.
1405 16th Street
Racine, WI 53403

Ram Enterprises, Inc.
3131 Stonebrook Circle
Memphis, TN 38116

Realneat Products
1475 East 222nd Street
Bronx, NY 10469

Restoro Polish Co.
53 Conrad Drive
Karo, PA 16046

Rochester Midland Corp.
135 West Central Blvd.
Palisades Park, NJ 07650

Roman Adhesives, Inc.
824 State Street
Calumet City, IL 60609

Russall Products Co., Inc.
1719 W. Farms Rd.
Bronx, NY 10460

S.C. Johnson & Son, Inc.
1525 Howe Street
Racine, WI 53403-5011

Sanitary Soap Co., Inc.
104 Railroad Avenue
Paterson, NJ 07501

Sanolite Chemical Corp.
3449 Ft. Hamilton Parkway
Brooklyn, NY 11218

Scot Laboratories
16841 Park Circle Drive
Chagrin Falls, OH 44023

Scott Sani-Fresh International
4702 Goldfield
San Antonio, TX 78218

Selig Chemical Industries
840 Selig Drive, S.W.
Atlanta, GA 30336

Sensible Life Products
7 Innovation Drive
Flamborough, ON Canada L9H 7H9

Shaklee Corp.
444 Market Street
San Francisco, CA 94111

Snappy Solutions Inc.
PO Box 305
Rochelle Park, NJ 07662

Solar Care, Inc.
115 Research Drive
Bethlehem, PA 18015

Spartan Chemical Co., Inc.
1110 Spartan Drive
Maumee, OH 43537

Spectrum Brands, Inc.
2150 Schuetz Road
St. Louis, MO 63146

Sprayon Products, Sherwin-Williams Co.
6830 Cochran Road
Solon, OH 44139

Spruce Industries
636 South Avenue
Garwood, NJ 07027

State Chemical Solutions
3100 Hamilton Avenue
Cleveland, OH 44114

State Industrial Products
3100 Hamilton Avenue
Cleveland, OH 44114

Sterling Sanitary Supply Corp.
32-32 57th Street
Woodside, NY 11377

Stockhausen, Inc.
2401 Doyle Street
Greensboro, NC 27406

Stuart Ironsides
7575 Plaza Court
Willowbrook, IL 60521

Sud-Chemie Absorbents, Inc.
31670 GA Hwy
South Meigs, GA 31765

Sunshine Makers, Inc.
16771 Pacific Coast Highway
Sunset Beach, CA 90742

Superco Specialty Products
25041 Anza Drive
Valencia, CA 91355

Sherwin-Williams Company
101 Prospect Avenue NW
Cleveland, OH 44115

SWI International
487 Division St.
Boonton, NJ 07005

Technical Concepts LLC
1301 Allanson Road
Mundelein, IL 60060

Tennant Co.

701 N. Little Drive
Minneapolis, MN 55422

Texo Corp.
2801 Highland Ave.
Cincinnati, OH 45212

Top Guard Products
76 Grand Avenue
Brooklyn, NY 11205

Triple S
2 Executive Park Drive
Billerica, MA 01862

Turtle Wax, Inc.
5655 West 73rd Street
Chicago, Illinois 60638-6211

Tw-Laq Industries
76 Grand Avenue
Brooklyn, NY 11205

U.S. Borax Co.
3075 Wilshire Boulevard
Los Angeles, CA 90010

Ultra One Corp.
Edgewater Industrial Park
112 East Avenue
Hackettstown, NJ 07840

Uncle Sam Chemical Co.
573-575 West 131st St.
New York, NY 10027

Uniflo Resources, Inc.
19 Kimberly
Wayside, NJ 07712

United Laboratories, Inc.
320 37th Avenue
St. Charles, IL 60174

VIC Industrial Corp.
231 E Emory Road
Powell, TN 37849

Visual Pollution Tech, Inc.

P.O. Box 12833
Scottsdale, AZ 85267

W.B. McVicker Co.
243 44th Street
Brooklyn, NY 11232

Walton-March, Inc.
1620 Old Deerfield Road
Highland Park, IL 60035

Waverly Minerals, Inc.
31670 GA Hwy 3 South
Meigs, GA 31765

Westford Chemical Corp.
P.O. Box 798
Westford, Massachusetts 01886

Wisconsin Pharmacal Co.
1 Repel Road
P.O. Box 198
Jackson, WI 53037

Wyandotte Chemicals Co.
1609 Biddle St.
Wyandotte, MI 48192

Yonar Labs
6615 Tributary Street
Baltimore, MD 21224

Zep Commercial
Enforcer Products Inc.
P.O. Box 1060
Cartersville, GA 30120

Zep Manufacturing Co.
10 Fadem Road
P.O. Box 299
Springfield, NJ 07081

ZeroFlush Inc.
3008-3016 Lions Court
Kissimmee, FL 34744

INDEX

Product	Category
010 Hand Cleaner	36
099 Glass Cleaner	72C
10:1 Rug Shampoo	12
20/20 Vision	28
4Our Brown Spot & Stain Remover	61B
520 Spray Wax	8, 9C
5IVE Rust Away	61B
6IX Turbo Cleaner Coffee Remover & Pre-Spray	61B
A-33	21A
A-33 Dry	21A
A-Ben-A-Qui	22A
Absolute	21A
Activator 5000	26B
Aerokroil	55
Aerospace Protectant	56
AF315 Neutral pH Disinfectant/Deodorant/Detergent	21A
Air Interceptor Air Neutralizer	45
Airkem A-3	21A
Airkem Foam Tex	12
Airkem Gold Label Solidaire	45
Ajax All Purpose Cleaner	21A
Ajax Cleanser With Bleach	71B
Alcare Foamed Alcohol	33
Alcohol Cleaner	72B
All Purpose Cleaner	22A, 74
All Purpose Cleaner 201	22A
All Purpose Floor Absorbent	32
All Purpose Lubricant & Protectant	56
Amway Floor Polish	28
Amway Floor Wax	28
Anileator Insect Repellent	42
Anti Microbial Pink Lotion Soap	36
Aptco All Purpose Cleaner	22A
Aptco Stripper	29A
Aptco Superior Hand Cleaner W/Lanolin	38B
Aptco Touchdown Floor Finish	28
Aptco Window Cleaner	72B
Aqua-Safe	72A
Aquatoc	45
Aquazyme	45
Aquinoc	45
Arctic Kleen Freezer Cleaner	22A
Armor 413 Coil Cleaner	13
Armor All Cleaner/Degreaser	18A, 29A, 72A
Armor All Protectant	9A, 9B, 63

Asepticare	21A
Astor Safety Non-Acid Bowl Cleaner	66B
Austin A-1 Bleach	21B
Award Furniture Polish	31A
Bab-O-Cleanser	71B
Bacti-Chem Detergent Disinfectant Cleaner	21A
Bad Air Sponge	45
Banish	74
Banish-It "Q"	21A
Ban-Zyme Liquid	26B
Barcrobe	21A
Barrier Plexiglass Cleaner	72C
Basic H	22A
Bath Guard - Acid Free Disinfectant Bathroom Cleaner	66B
Bath Mate Acid-Free Washroom Cleaner	66B
Bathroom Cleaner Concentrate For Twist 'N Fill System	72A
Beacon Bleach	21B
Beeswax Furniture Polish	31A
Believe It	12
Bellwether Windshield Washer	72B
Benefect Atomic Cleaner - Fire & Soot Cleaner	72A
Benefect Broad Spectrum Disinfectant	21A
Benefect Impact Cleaner	12
Benefect Multi-Purpose Cleaner Concentrate	71C
Big D D'Vour	45
Big D Granular Deodorant	21A
Big D Urinal Block With Enzyme	66B
Big Easy Non-Butyl Degreaser Cleaner	22A
Bio Barrier Pine D	21A
Bio Silver	21B
Bio Solve	70
Biorem-2000 Surface Cleaner	22B
Biorenewables Glass Cleaner	72B
Blue Label	39
Blue Pearl	22A
Blue Sky Glass Cleaner	72C
Blue Strip	29A
Blue Velvet No Film General Purpose Cleaner	71C
Bol Maid Toilet Cleaner	66B
Bora-Solv	38B
Boraxo	38A
Bowl Pac 532 Toilet Bowl & Bathroom Cleaner	66B
Bowlaway Bowl & Bathroom Cleaner	66B
Bravo Extra Heavy Duty Floor Stripper	29A, 73B
Break-Thru Re-Emulsifier	29A
Brilliance Stainless Steel Wipes	65A
Britec Blue Mist	45
Britec Tuff Quat 301	21A

Brown Metal Polish 505	43
Bug Barrier II Insect Repellent	42
Business To Business Solutions Multi-Surface Cleaner	70
C-58 Universal Carpet Shampoo	12
CA-348	71B
Calcium Chloride Pellets 90	53B
Calclean	13
Cameo Aluminum & Stainless Steel Cleaner	6
Car Wash	9A
Carefree	28
Carefree Mild Bowl & Porcelain Cleaner/Disinfectant	66B
Carefree Showtime Superior Gloss Spray Cleaner	62
Carpet & Upholstery Shampoo	12
Carpet Detergent	12
Carpet Steam Extractor Cleaner	12
Catchmaster Rodent & Insect Glue	52
Cello Liquid Hand Soap	36
Cello Sleek Stainless Steel Cleaner	65A
Champion Baseboard Cleaner & Floor Stripper	29A
Champion Lemon Furniture Polish	31A
Charge Bowl Cleaner	66B
Chem Floor Finish	28
Chem Wax Stripper	29A
Chem-Aqua Coil Cleaner	13
Cherry Blossom Deodorizer & Cleaner	45
Chewing Gum Remover	12
Chomp Pro Algae & Mold Stain Cleaner & Remover	72D
Citri-Clean Citrus Cleaner/Degreaser	22A
Citrikleen Hd-Rtu	14
Clean By Peroxy All Purpose Cleaner	73B
Clean On The Go Concentrated Glass & Hard Surface Cleaner	72B
Clean On The Go Damp Mop	29A
Clean On The Go Eco Degreaser	18A
Clean On The Go HDQC 2	21A
Clean On The Go NABC Concentrate 1	21A
Clean On The Go Smoke & Odor Eliminator	45
Clean On The Go Xtraction II	12
Clean Scrub	22A
Clean Sweep	32
Clear Spray Buff	62
Clearway 1	53A
Clinging Limeaway	74
CMC #100 Detergent & Wax Stripper	22A
Coconut Oil Hand Soap	37
Cornet Cleanser	71B
Commander	28
Complete	28
Compound 1101	70

Concentrated Floor Cleaner	29A
Concentrated Window Cleaner	72B
Conquest W/Pine	21A
Con-Sal	71B
Consume Eco-Lyzer	21A
Consume Micro-Muscle	29A
Contempo Carpet Refresher (Aerosol)	12
Contempo H ₂ O ₂ Spotting Solution	61B
Conrac All-Weather Blox Anticoagulant Rodenticide	52
Cormatic Antiseptic Hand Soap	36
Cormatic Food Processing Hand Wash	36
Cormatic Frost Lemon Soap	36
Cormatic Mighti Scrubb Hand Soap	36
Cormatic Pink Pearl Hand Soap	36
Cormatic Winter Mint	45
Cornerstone Floor Sealer/Finish	28
CQ-832	22A
Crew Tub & Tile Cleaner For Solution Center	66B
Cryotech Naac Deicer	53A
Cutter Advanced Insect Repellent	42
Cutter Backwoods Insect Repellent	42
Cutter Outdoorsman Insect Repellent	42
Cycle - Degrease	22A
Damp Mop	22A
Dart	22A
Deep Gloss	65A
De-Fense	29B
De-Icer 821 Ice Melting Compound	53B
Deodorizer – Fresh Scent Twist 'N Fill Product #13	21A
Depotpac 5 Air Freshner-Odor Counteractant	21A
Derma Max Antimicrobial Skin Cleaner	36
Derma Max Instant Skin Sanitizer	36
Derma Plus	57
Derma Pro Lotion Soap	36
Derma Shield	57
Desk and Office Cleaner 573	43
Discover TR Citrus Disinfectant	21A
Disinfectant Restroom Cleaner	66B
Ditrac Tracking Powder	52
Do-All #18	18A, 22A
Dr. Zyme Enzyme Odor Controller and Eliminator	45
Drain Bug	26B
Dri White	32
Dri-Zorb	32
Dry Foam Rug Shampoo	12
Duz-All Formula 77	18A
Earl's 20% Solids Floor Finish	28
Earl's 25% Solids Floor Finish	28

Earl's 4000A	28
Earl's Waxing, Dusting, Cleaning Polish	31A
Earth Savors Mist Liquid Air-Freshener	21A
Earth Savors Mist Air Freshener [All Fragrances]	21A
Earth Sense #1 Glass & Multi-Surface Cleaner	71C, 72B
Earth Sense #2 Spray & Wipe Cleaner Super Concentrate	29A
Earth Sense #4 Deodorizing Neutral Cleaner Super Concentrate	29A
Earth Sense #9 Speed Stripper Concentrate	29A
EarthGuard All Natural Ice Melter	53B
Easy Lay Floor Finish	28
Easy Paks Neutral Cleaner	29A
Easy Task Restorer Spray Buff	62
Eco-Clean	70
Eco-Phase Heavy Duty Cleaner/Degreaser Concentrate	72A
Eco-San	74
Ecotru Professional	21A
Elite Professional Bleach	21B
Emulsify	74
Enco Aluminum	7
Enco Formula 'A'	72A
Enco Formula No. 200	29A
Enco P.C. Cleaner	22A
Enco Supreme B RBR	28
Enco Typhoon Cleaner	29A
Ensure	28
Enviro-Zyme Gt Powder	26B
Enzy Super	26B
Enzymatic-Drain Cleaner	26B
Epicare Lotion Soap	37
Epsa-Pro Escalator Handrail Acrylic Polymer Protectant	56
Erase	45
Exaderm Aerosol	57C
Excel	29B
F-100	71B
Fast Track Ultra Wear Floor Finish	28
Fastex B4 Hand Barrier Cream	57
Fiberforce Pro Spotter	12
Fiberforce Steam Away	12
Filmex	9A
Filter Plus Spray	13
First Class Furniture Polish	31A
Flash Odorless/No Rinse Speed Stripper	29A
Floor Cleaner 2000 Plus	29A
Floor Corps pH Neutral Cleaner	22A
Floor Dry	32
Floortastic	28
FO 1165	70
FO 302 CR	4

FO 3024-SV	73A
FO 449	73B
FO 479 F	73A
FO 933 Tunnel Wash	70
FO 976 TA Bus Wash	9A, 63, 73B
FO 980A	9A, 63, 73B
Foaming Hand Cleaner	34
Formula 72 Germicidal Acid Bowl Cleaner	66B
Formula 86 - 15% Hand Soap	36
Formula 87 - Lotionized Soap	36
Forward DC	21A
Fresh & Clear	21A
Full Strip	29A
G.C. Stripper	29A
GC101 Heavy Duty Glass Cleaner	72B
General Purpose Cleaner Twist 'N Full Product #8	73B
Gentle Giant	38B
GG-80 Graffiti Remover	31B
GL CS 91284 Lotion Hand Soap	37
GL CS Springtime Neutral All Purpose Cleaner	22A
Glance RTU	72B
Glass Cleaner	72B
Glass Cleaner Twist 'N Fill Product #1	72B, 72C
Glass Kare	72B
Glide	8, 9C
Glory	12
Gloss Retention Floor Finish	28
G-O-E-S	22A
GOJO Lotion Cream Soap	33
Gold Label Liquid	45
Gold Label Mist	45
Graffiti Pro-Tection Plus	31B
Graffiti Remover SAC	31B
Grease Away	26A
Greasinators Concentrate	73A
Green Cleaner & Degreaser	71C
Green Earth Daily Floor Cleaner	29
Green Earth Floor Finish	28
Green Earth Floor Stripper	29A
Green Earth Glass Cleaner	72B
Green Earth Natural All Purpose Cleaner	71C
Green Earth Peroxide Cleaner Concentrate	71C, 73B
Green Label Liquid	45
Green Life All Purpose Cleaner	71C
Green Life Floor Stripper	29A
Green Life Glass & Window Cleaner	72C
Green Life Liquid Hand Soap	36
Green Life Tub & Tile Cleaner	72A

Green Life Zinc – Free Floor Seal & Finish	28
Green Solutions Carpet Cleaner	12
Green Solutions Floor Finish Remover	29A
Green Solutions Industrial Cleaner	71C
Green Solutions Neutral Disinfectant Cleaner	21A
Green Submarine Cleaner	22A
Grignard Tunnel Tile Wash Winter Grade	70
Grimefyter	22A
Grime-Go	22A
GRL	22A
GS-A 6711	18A
Guardian Acclaim	74
Guardian Magnum	74
Guardsman Institutional Polish	31A
H ₂ Orange 2 Concentrate 117	22A
H ₂ Orange 2 Products All Dilutions	22A
H ₂ Orange 2 Super Concentrate 112	22A
Hammer	18A
Hand Cleaner, Antiseptic	36
Harco 37% Coconut	36
Harco Car Wash	9B
Harco In Depth Rug Shampoo	12
Harley Cream Medic	33
Heavy Duty Degreaser, Aerosol, 3095	18A
Heavy Duty Pink Car Wash	9B
Heavy Duty Stripper	29A
Hi-Dri Floor Absorbent	32
Hi-Genic	66B
Host & Prep	61B
Host & Spot Remover For Carpet	61B
Host Dry Carpet Cleaner	61B
HTP	32
Hurrisafe 8035	5
Hydroforce Butyl-Free All Purpose Cleaner/Degreaser	70
Hydroxi Pro Cleaning Wipes	71C
Hyshine-Tiffany Stainless Steel Cleaner	65A
Icemelt Potassium Acetate Liquid Deicing/Antiicing Fluid	53B
Industrial Creamedic	37
Instant Dry	74
Instant Mildew Remover/Bathroom Cleaner	29A
Iodex	74
Iodine Sanitizer	74
Isopropyl Alcohol	21A
Isosorb Isolyser Liquid Treatment Solidifier	19
It's "OK" Green	72A
Jaws SC	22B
Jet Dry	74
Jetgo Bust Rust (aerosol & bulk)	31B, 54, 55

Jon Q. Publik	66B
Joy Dishwashing Detergent	74
Just Right	72A
J-Wax 100	70
J-Wax Believe Traffic Film Remover	9A, 63
K.P.C. Plastic Speed Cleaner	22A
K99	22A
Key-Chem 06562P	70
Key-Chem 539	70
Kick	31B
Kleansal	72A
Kleen Sweep	32A
Kleenmaster Brilliantize	22A
Kleer 'N Brite	74
Kleer Brite Window & Glass Cleaner	72B
Kresto EF	37
Kroil	55
Krome-Kote	28
Lance	72B
Lan-O-Kleen Plus	38A
Ledisolv	20A
Legendary	28
Lemon Free Rinse Cleaner	22A
Lemon Speedwax	31A
Lesswork Detergent	29A, 72A
Lightning Blend Glass Cleaner F4510	72B
Lightning Degreaser	18A
Lightning Steam-Away Cleaner	24A
Lime-A-Way Acidic Cleaner	43
Liquick Universal	19
Liquid Hand Soap	36
Lite'n Foamy Foaming Pearlux	34
Lite'n Foamy Sunflower Fresh	34
Lithofin Psi-Premium Silicon Impregnator	28
Long Life Surface Rejuvenator	31A
Look Glass Cleaner	72C
Low And Behold	62
Low Foam Extraction Cleaner	12, 29A
LS-2000	28
LTS Lotion Soap	36
Luron Lotion Hand Cleanser	36
Lurosoothe Hand & Body Lotion	57B
Lysol Brand Disinfectant	21A
M-1	38B
Magic Sorb	32
Magnus Waterless Hand Cleaner	39
Maintenance Pro Defoamer	12
Malone Formula No. 98	18A

Malone No. 76	21A
Malone No. 81	21A
Mar Seal	28
Masterpiece High Gloss Floor Finish	28
MC 800 So-Safe Liquid Graffiti Remover	31B
MC 850 So-Safe Sprayable Gel Graffiti Remover	31B
Medallion Metal Polish	43
Megapower Redi-Kleen #12	73B
Metalo Stainless Steel Cleaner	65A
Microcide Alpha	21A
Mighty Scrub	36
Mikroklene	74
Mint Bowl Cleaner	66B
Mirage Floor Finish Maintainer & Neutral Cleaner	22A, 62
Mist & Buff	62
Misty All Purpose Cleaner	22A, 71C
Misty Insect Repellent li	42
Misty Multipurpose Cleaner & Polish Uvx	43
Misty Spray Cleaner & Polish	43
Mod Orange	18A
Modified One-Step Spray Power	29A
M-Oil-Free #1000	13
Mop & Buff Floor Restorer	62
Moppaclite pH Neutral Floor Cleaner	29A
Motsenbocker's Lift Off #3	31B
Motsenbocker's Lift Off #4 Spray Paint Graffiti Remover	31B
Mr. Clean Liquid Floor Cleaner	22A
Mr. Clean M.Net Disinfectant Floor Cleaner	22A
Multi Purpose Cleaner	22A
Multi-Clean Century Maintenance Cleaner	71C
Multi-Clean Odor Out	45
NABC	66B
NAD-75	29A
Namico J-100	71B
Natural Beauty Hard Surface Cleaner	22A
Natural Blue	18A
Natural Miracle Instant Malodor Destroyer & Cleaner	21A
Nature's Solution Bio-Enzymatic Deodorizer Spotter Digester	12
Navitone	31B
Neet	74
Neutra-Cide 256 Disinfectant Neutral Cleaner	21A
Neutra-Kleen Deodorizing Neutral Cleaner	72A
Neutral Cleaner Twist 'N Fill Product #3	73B
Neutral Floor Cleaner	22A
Neutral Quat Disinfectant Cleaner Twist 'N Fill Product #23	21A, 73B
Neutro Jel 110R	22A
Never Rinse	22A
NI-712 Orange & Strawberry	21A

Nilium Water Soluble Deodorizer	45
Non-Acid Bowl Cleaner	66B
Noxon	43
Nu-Sheen	44, 65A
Nu-View Neutral Cleaner	22A
Oclansorb	32
Octamelt	53A
OD-ABII	19
Off Deep Woods Insect Repellent	42
Off Graffiti Remover	31B
Oil Dri	32
Oil-Away	18B
On & Off Baseboard Cleaner	29A
On An'on	28
Onox Hand Cream	57B
Optically Energized Neutral pH Detergent	21A
Oxi Clean	70
Oz Cream Polish	43
P&G Pro Line Floor & Concrete Sealer	29B, 30
P&G Pro Line Floor Finish Stripper	29A
P&G Pro Line Super Durable Floor Finish	28
Palmetto	36
Pax-Lano-Sav	38A
Pax-Solv	39
Pdq	22A
Peat Sorb Oil Absorbent	32
Penblast 316M	73A
Penetone 155	9A, 13, 63
Penetone Hand Cleaner	37
Perma Shield	28
Perma Shine	28
Permag #40	71B
Phoenix Crystal Glass Cleaner	72B
Pine #3	21A
Pine Gold	22A
Pine Odor Disinfectant	21A
Pine Sol Broad Spectrum Formula	21A
Pink Lotion Hand Soap	37
Pink Lotion Soap	36
Pink Lotion Soap/Capco Coconut Liquid Hand Soap	36
Pink Velvet Hand Soap	36
Plaza	28
Pledge	31A
Plexiglass Cleaner & Antistat, GC301	20
Plexi-I-Guard Aerosol	72C
Plexi-I-Guard Liquid	72B
Plus 5	12
Port Tunnel Cleaner	70

Pot Luck	74
Pour & Sweep	18B
Power Cleaner 155	29A, 65A
Power Gold Hand Cleaner W/Crushables	36
Prevox (aerosol & bulk)	54
Prime Time	29A, 72A
Pro Shine	72B
Pro-Blue Non-Acid Coil Cleaner	13
Professional Carpet Shampoo	12
Professional Spot Prep	61B
Profound	12
Pro-Green Evaporative Coil Cleaner	13
Prolong	53C
Propellant 49 Ice & Snow Melter	53B
Pro-Red Acid Coil Cleaner	13
Protective Cream 411	57
PS 3200, Part #3111	32
Puregreen24 Disinfectant & Deodorizer	21B
Puregreen24 Hard Surface Disinfectant	21B
Purell Instant Hand Sanitizer	40
Puritine	71B
Quality Care Disinfectant, Original Scent	21A
Quality Care Furniture Polish, Lemon	31A
QUAT #2	21A
QUAT Disinfectant Cleaner Twist 'N Fill Product #5	21A, 73B
Quick Fill 310	21A
Quick Fill 930	21A
Quick Qleen #2 A/C Cleaner	13
Quick Qleen #2 Interior Car Cleaner	73B
Quick Tunnel Cleaner	70
Ram All Purpose Cleaner	22A
Relkem 99	22A
Remove Q Uratic Salt Cleaner	66B
Renu	62
Re-Nu Concentrated Carpet Shampoo	12
Repel Sportsmen Insect Block 29	42
Restoro Polish 00 Smoke	43
Revitalize 101 Prespray/Bonnet Detergent	61B
Revitalize 201 Extraction Detergent	12
Revitalize 31 Beverage Spotter	61B
Reward	74
Richfoam Liquid Hand Soap	36
Rid-O-Germ Pine Oil Disinfectant No. 5	21A
Rinse Dry	74
Rinse It SP-4	74
RMS-16	9A
RMS-36	63
Round-Up Super Concentrate	12

Royal Buff	28
Royal Encounters	62
Royal Flush	22A
Royal Treatment	28
RT6	22A
Rug & Carpet Shampoo	12
Rug & Upholstery Shampoo	12
Rug Ed Carpet Shampoo	12
Rug Shampoo Concentrate	12
Rugbee Carpet & Room Deodorizer	45
Rugbee Enzyme Spotter	61B
Rugbee Extraction Plus Cleaner	12
Rugbee Foam Shampoo	12
Rugbee Solvent Spotter	61B
Rugbee Tannin Treatment & Debrowner	12
Rug-Eeze	12
RX 60 Foul Odor Eliminator	45
Sani-Cloth Plus Germicidal Disposable Cloth	21B
Sanigizer	36
Sanikleen	21A
Saniscreen With Cleaner Block	21A
Sano-Chlor	74
Sassafras All Purpose Cleaner	22A
SBS-30 Waterless Skin Cleanser	39
SBS-46 Protective Cream	57
SBS-61 Lotion Soap	37
SC-1000	70
Scrub	29A
See Klear Glass Concentrate Cleaner	72B
See-Thru Window Cleaner	72B
Seventy 7	22A
Shimmer	65A
Shineline Multi Surface Cleaner	70
Silky Furniture & Equipment Polish	31A
Silver Kleen Ss	74
Silver Power	74
Simple Green	18A, 31B
Simply Royal	22A
Slimline Pink Pearl Lotion Hand Cleaner	37
Snapback	62
Soft Touch Hand Soap	36
Soil Release #58	61B
Soil Screen All-Purpose Neutral Floor Cleaner	29A
Soil Screen Germicidal Disinfectant	21A
Soilax	74
Soilax Spray Cleaner	72C
Solar Guard Sunscreen Towel	57A
Solid Power	74

Solid Power Plus	74
Solid Spot Free	74
Solidaire Gold Label	45
Solidaire Red Label	45
Solitaire	74
Sols-Speedi-Dri	32
Solvent Cleaner & Degreaser	18A
Son Of Super Brute Plus	70
Sparkle	72B
Special Castile Soap	36
Speed Stripper Twist 'N Fill Product #6	73B
Speedball Heavy Duty Spray Cleaner	22A
Spic & Span Disinfecting Spray & Glass Cleaner	72B
Spit Shine Ultra High Speed Kleen & Burnish	28, 62
Spray and Go Urinal Cleaner	66B
Spray Buff	62
Spray It Clean	22A
Spray N' Buff Carpet Cleaner	12
Spray N' Fresh	45
Spray N' Shine Glass Cleaner	72B
Sprint	28
Spruce Power X	18A
Square One	29A
SSS Commandair Micro Aerosol Refills	21A
SSS Glass Cleaner	72B
SSS Heavy Duty Cleaner	22A
SSS Non-Acid Bowl Cleaner	66B
Stain-EX	61B
Steam PAC 7 1207	12
Steam Soft	24A
Step Off	29A
Sterigent	72A
Stone Medic Marble Polishing Compound	28
Stone-Glo Marble/Terrazzo Cleaning Concentrate	22A
Strength	63
Stride Ready-To-Use	22A
Strippit	29A
Sun Sense SPF-30 Towelette	57A
Sunbath Deodorizing Cleaner	22A
Sundance Floor Cleaner	29A
Sun-Glo Acrylic Floor Sealer	29B
Sun-Glo Base Strip	29A
Sun-Glo Citrus All Cleaner	22A
Sun-Glo C-Thru Window Cleaner	72B
Sun-Glo Everlast Hi-Speed Floor Finish	28
Sun-Glo Floor Restorer	62
Sun-Glo Gum Off	12
Sun-Glo Heavy Duty Degreaser	22A

Sun-Glo Hot Stripper	29A
Sun-Glo Mint Bowl Cleaner	66B
Sun-Glo Promise Floor Finish	28
Sun-Glo Welsite Tile & Floor Cleaning Concentrate	72A
Sunny-Side	28
Super Concentrate Protective Soil Remover	70
Super Fly-Away Liquid Bacterial/Enzyme Digester	26B
Super Gard	30
Super Gloss Floor Finish #23	28
Super Polymer Floor Finish	28
Super Saver	74
Super Strip II	29A
Super Wash Industrial Grease Buster	70
Superior Odor Control	45
Super-Sorb Instant Liquid & Vomit Absorbent	19
Surfacide 6	21A
SW 1000	18A
Swell Stainless Steel Cleaner	65A
Swiffer Advanced Cleaner	22A
Swiffer Advanced Or Wood Cleaner	22A
Swiffer Moistened Floor Wipes	22A
Swiffer Wood Cleaner	22A
SYNCO	22A
Synthro 26 Rug Shampoo	12
T.M.T. - L	22A
Taski Profi Floor Cleaner/Oil & Grease Remover	73B
Taski Sanofresh	21A
Taski Wiwax Cleaning And Maintenance Emulsion	73B
Tcell Odor Control Fragrances	45
Tetrox	74
The Cleaner	26B
The Natural All Purpose Multi-Surface Cleaner	71C
The Natural Basin, Tub & Tile Cleaner	72A
The Natural Super Orange Clean	22A
Tile & Terrazzo Recycling Concentrate 9650	29A
Top Clean	22A
Top Flite Floor & Surface Detergent	22A
Top Guard Ready To Use	29B
Top Notch	72A
Total Floor Finish	28
Tough Clean TC85 Biodegradable	18A
Tough Duty	22A
Track-Tex Am	73B
Traffic	28
Traffic 25	28
Traffic Lane Spotter	61B
Tribase Multipurpose Cleaner	71C
Trilinc	28

Triple S Stainless Steel Cleaner	65A
Tri-TEX	61B
Tuff Clean	22A
Tuff Green Concentrate	5
Tuff Stuff Floor Finish	28
Tuffy Mint Disinfectant	21A
Tuffy Mop & Buff	62
Tuffy Pine Disinfectant Type 303	21A
Tuffy Pine Scrub	29A
Tuffy Spray Buff	62
Tunnel Wash	70
Turtle Wax Express Shine Spray, T-136 [®]	8, 9C
Ultimate All Purpose Cleaner	22A
Ultra Clean Graffiti Blaster 17614, 17601, 17605, 17754	31B
Ultra Clean Graffiti Block 17801, 17805, 17854	31B
Ultra Clorox Bleach	21B
Ultra Gloss Floor Finish	28
Ultra One G-5 Degreaser	70
Unbelievable	12
Unikleen	22A
United 550 Purple Power	22A
Value	22A
Vanguard Disinfectant Spray	21A
Vani-Sol Disinfectant Washroom Cleaner	66B
Victory	28
Vita Floor Arrest Buffable Finish	28
Vita Floor Cleaner	29A
Welgicide	21A
White Sun Floor Finish	28
Window Cleaner Concentrate	72B
Workforce All Purpose Absorbent	31B
Wyandotte Floor Stripper	29A
ZAP Floor Finish Maintainer & Neutral Cleaner	28
ZEP All Purpose Cleaner & Degreaser	22A
ZEP Blue Magic	70
ZEP D-A	19
ZEP Orange Gel Degreaser	22A
ZEP-X-8886	70
ZEP-X-9081	70
Zorb All	32

APPENDIX: Instructions for Accessing Online MSDS's

Access to the site is available two ways.

Via a link from the eNet home page by clicking on the Material Safety Data Sheet button under Popular Links. A new window appears with the following clickable options:

- ∴ For Additional Instructions, Click Here
- ∴ Add a New Product (Administrators Access Only)
- ∴ Find an MSDS or View Inventory List

Via the Operations Services Department's web site by clicking on the MSDS link listed under Updates and New Features.

Searching for an MSDS:

Click on the black (M)SDS Box at the top of the page.

Click on the drop down arrow in the box entitled Choose a Criteria and select either Product name or a Manufacturer's name. Click on your selection.

Based on your previous selection type in the name of the product or manufacturer in the blank box to the right of the screen.

Click on the Search Button.

Select and click on the adobe PDF icon to the left of the product name.

An additional box will appear on the screen.

Under the Action Heading ∴ click on the word View and the MSDS will appear.

After viewing and/or printing the MSDS close the screen and you will be returned back to the view screen. Click on the close button.

To search for another MSDS, clear the previous search entry and enter a new product name or manufacturer's name and start the process again.

Please also note that a "show me how" blue button demonstrating how to obtain the MSDS is present on the web site Search page, which appears after you click on the black (MSDS) Box.

If a computer is not available, you may also call our MSDS vendor 3E at any time to have an MSDS faxed to you. They can be reached at (800) 451-8346.

We are available to provide on site training/assistance in accessing or using this system. If you have any questions or need any assistance, please contact Roger Gutzat at (201) 216-2812, rgutzat@panynj.gov or William Pockels at (201) 216-2227, wpockels@panynj.gov.

ATTACHMENT C- 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.

ATTACHMENT D - CERTIFIED ENVIRONMENTALLY PREFERABLE PRODUCTS / PRACTICES

Bidder/Proposer Company Name: Cristi Cleaning Service Date: 08/16/2010

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")

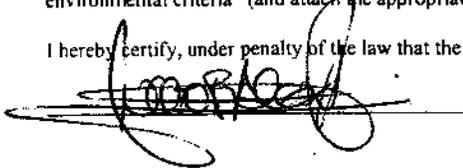
- ISO 14000 or adopted some other equivalent environmental management system
- Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- Third Party product certifications 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

08-16-2010 Date

EXHIBIT I

(Sample Statement)

XYZ COMPANY - Contract # _____
WAGE and BENEFITS STATEMENT
 Period Covered: June 1, xxxx to November 30, xxxx

MINIMUM HOURLY WAGES, HEALTH & SUPPLEMENTAL BENEFITS	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
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Number of Employees	_____	_____	_____	_____	_____
Wages					
Straight-Time Wages	\$330,000.00	\$250,000.00	\$ 90,000.00		
Shift Differential	2,000.00	-	-		
Total Wages	\$332,000.00	\$250,000.00	\$ 90,000.00		
Supplemental Benefits					
Health	\$ 31,950.00	\$ 25,000.00	\$ 20,000.00		
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		
Welfare	31,950.00	25,000.00	20,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please specify)	-	-	-		
Other (please specify)	-	-	-		
Total Supp. Benefits	\$109,500.00	\$ 88,500.00	\$ 85,600.00		

Note:
 Details by month and by employee must be available and may be submitted with this statement.

WAGES, HEALTH & SUPP. BENEFITS COMBINED	\$441,500.00	\$338,500.00	\$175,600.00
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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	-	-	-
Total Hours	36,650.00	25,050.00	11,050.00

MINIMUM HEALTH BENEFITS			
HEALTH BENEFITS	\$3.50	\$3.50	\$3.50
CONTRACT REQUIREMENTS	\$3.50	\$3.50	\$3.50
Difference	\$0.00	\$0.00	\$0.00

SUPPLEMENTAL BENEFITS	_____	_____	_____
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MINIMUM HOURLY WAGES			
RATES PAID	\$15.50	\$15.50	\$15.50
CONTRACT REQUIREMENTS	\$14.50	\$14.50	\$14.50
Difference	\$1.00	\$1.00	\$1.00

Statement Certified by: _____
 Name Title Date

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS.....	3
PART II GENERAL PROVISIONS.....	4
1. Facility Rules and Regulations of The Port Authority	4
2. Contractor Not An Agent.....	4
3. Contractor's Warranties	5
4. Personal Non-Liability.....	6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination.....	6
6. Rights and Remedies of the Port Authority	6
7. Rights and Remedies of the Contractor	6
8. Submission To Jurisdiction.....	6
9. Harmony	7
10. Claims of Third Persons	7
11. No Third Party Rights.....	8
12. Provisions of Law Deemed Inserted.....	8
13. Costs Assumed By The Contractor.....	8
14. Default, Revocation or Suspension of Contract	8
15. Sales or Compensating Use Taxes.....	11
16. No Estoppel or Waiver	11
17. Records and Reports	11
18. General Obligations	12
19. Assignments and Subcontracting.....	14
20. Indemnification and Risks Assumed By The Contractor	14
21. Approval of Methods.....	15
22. Safety and Cleanliness.....	15
23. Accident Reports	15
24. Trash Removal.....	15
25. Lost and Found Property	16
26. Property of the Contractor	16
27. Modification of Contract	16
28. Invalid Clauses.....	16
29. Approval of Materials, Supplies and Equipment.....	16
30. Intellectual Property.....	17
31. Contract Records and Documents – Passwords and Codes.....	17
32. High Security Areas.....	18
33. Notification of Security Requirements	18
34. Construction In Progress.....	19
35. Permit-Required Confined Space Work	19
36. Signs	19
37. Vending Machines, Food Preparation	19
38. Non-Publication.....	19
39. Time is of the Essence	19
40. Holidays.....	19
41. Personnel Standards.....	20
42. General Uniform Requirements for Contractor's Personnel	20
43. Labor, Equipment and Materials Supplied by the Contractor	20
44. Contractor's Vehicles – Parking - Licenses.....	21

45.	Manager's Authority.....	21
46.	Price Preference	21
47.	Good Faith Participation.....	21

PART III CONTRACTOR'S INTEGRITY PROVISIONS..... 22

1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information	22
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	22
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.....	24
4.	No Gifts, Gratuities, Offers of Employment, Etc.	24
5.	Conflict of Interest.....	25
6.	Definitions	25

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 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.

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. Good Faith Participation

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting

- competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
 - e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
 - f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract

or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

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

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

5. Conflict of Interest

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

6. Definitions

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

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

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include

inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.



THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

August 11, 2011

VIA REGULAR MAIL AND FAX (516) 371-1763

Snowlift LLC
96 Commercial Street
Freeport, NY 10520
ATTN: Michael Ferrucci – President

**RE: SNOW REMOVAL SERVICES AT JOHN F. KENNEDY INTERNATIONAL
AIRPORT – AERONAUTICAL AREAS FOR A TWO (2) YEAR TERM
REQUIREMENTS CONTRACT – BID 24812
CONTRACT # 4600008761 / PO #4500062609**

Dear Mr. Ferrucci:

Your bid including addenda #1, 2, & 3 dated June 8, 2011, addressing the referenced Contract has been accepted. The term of this Contract shall be for a two (2) year period effective November 1, 2011 through October 31, 2013, 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, please 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 be annotated with CITS tracking number #3811N.

Your Contract Administrator is Ken Pietrowski who can be reached at (718) 244-3597. If you have any questions concerning the award of this Contract, please contact Luz Santana at (212) 435-3949.

For invoicing and correspondence purposes, Purchase Order #4500062609 has been assigned to this Contract.

Sincerely,

Lillian Valenti
Director
Procurement Department

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



THE PORT AUTHORITY OF NY & NJ

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

**INVITATION FOR BID/PUBLIC BID OPENING
BID INFORMATION**

TITLE: Snow Removal Services at John F. Kennedy International Airport – Non-Aeronautical Areas/Public Areas

BID NO.: 24813

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

BID DUE DATE: June 7, 2011

TIME: 11:00 AM

FACILITY INSPECTION: May 26, 2011

TIME: 10:00 AM

BUYER NAME: Robert Veit

PHONE NO.: (212) 435-3916

FAX#: (212) 435-3959

E-mail: rveit@panynj.gov

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

SNOWLIFT LLC

(NAME OF BIDDING ENTITY)

96 COMMERCIAL STREET

(ADDRESS)

FREE PORT, NY 11520

(CITY, STATE AND ZIP CODE)

MICHAEL FERRUCCI

PRESIDENT

516-239-2123

(REPRESENTATIVE TO CONTACT-NAME & TITLE)

(TELEPHONE)

516-371-1763

(FEDERAL TAX I.D. NO.)

(FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): LIMITED LIABILITY COMPANY



THE PORT AUTHORITY OF NY & NJ

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

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SNOWLIFT LLC

(NAME OF BIDDING ENTITY)

96 COMMERCIAL STREET

(ADDRESS)

FREE PORT, NY 11520

(CITY, STATE AND ZIP CODE)

MICHAEL FERRUCCI

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

INVITATION FOR BID

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

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. General Information: The Port Authority of New York and New Jersey 3
2. Form and Submission of Bid 3
3. Vendor Profile..... 4
4. Acknowledgment of Addenda 4
5. Firm Offer 4
6. Acceptance or Rejection of Bids..... 4
7. Bidder's Questions..... 5
8. Additional Information To and From Bidders 5
9. Union Jurisdiction..... 5
10. Assessment of Bid Requirements 5
11. Bidder's Prerequisites 5
12. Qualification Information 6
13. Facility Inspection..... 8
14. Available Documents - General..... 8
15. Pre-award Meeting..... 8
16. Price Preference 8
17. Good Faith Participation..... 8
18. Certification of Recycled Materials 9
19. City Payroll Tax 10
20. Additional Bidder Information 10
ATTACHMENT I A - Certified Environmentally Preferable Products/Practices 11

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

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

2. 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 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. Good Faith Participation

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

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

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

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

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: SNOWFLAKE LLC Date: 6/8/2011

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 6-8-2011 Date

**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS,
TABLE OF CONTENTS**

1. Service(s) Required.....	2
2. Location(s) Services Required.....	2
3. Expected Date of Commencement of Contract	2
4. Contract Type.....	2
5. Duration of Contract	2
6. Price Adjustment during Base Term (Index Based)	2
7. Option Period(s).....	2
8. Price Adjustment during Option Period(s) (Index Based).....	2
9. Extension Period	2
10. Facility Inspection.....	2
11. Specific Bidder’s Prerequisites	2
12. Available Documents.....	3
13. Certifications with Respect to the Contractor’s Integrity Provisions:	3
14. Aids to Bidders	3

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

Snow Removal in public areas at John F. Kennedy International Airport.

2. Location(s) Services Required

John F. Kennedy International Airport Areas I, II, III, IV, V, VI, VII and VIII of the public areas, Queens NY.

3. Expected Date of Commencement of Contract

On or about November 1, 2011.

4. Contract Type

Requirements Service Contract .

5. Duration of Contract

Two (2) years expiring on or about October 31, 2013.

6. Price Adjustment during Base Term (Index Based)

Not applicable.

7. Option Period(s)

There shall be up to three (3), one (1) year Option Period(s).

8. 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.

9. Extension Period

120 day Applicable

10. Facility Inspection

Date and Time: Thursday, May 26, 2011 @ 10 AM

Please contact Ken Pietrowski at kpietrowi@panynj.gov to confirm attendance and/or receive travel directions. PHOTO ID REQUIRED to attend meeting.

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 a commercial snow clearing and removal business 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 (1) contract(s) for snow clearing and removal services.
- c. The Contractor shall have all required equipment indicated in Part V of this Contract at the time of the submission of its bid.

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 visit:

Contract for Snow Removal Services at Non-Aeronautical Areas at John F. Kennedy International Airport, Contract 4600006479. If a potential bidder cannot attend the Facility visit, please contact Ken Pietrowski at kpietrowi@panynj.gov.

13. Certifications with Respect to the Contractor's Integrity Provisions:

The Bidder, by signing the bid, makes the certifications set forth in the Part III – Contractor's Integrity Provisions of the Standard Terms and Conditions. If the bidder cannot make any such certifications, it shall enclose a separate letter explanation of that inability ("Certification Statement").

The Port Authority may require a bidder to fill out its Background Qualification Questionnaire which can be accessed at http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip as a necessary condition prior to consideration for award.

14. Aids to Bidders

As an aid to bidders in estimating the appropriate amount of equipment/hours required for the performance of this Contract, the following historical data is provided:

The snowfall of record at John F. Kennedy International Airport for the five previous snow seasons recorded from the National Weather Service is as follows:

2006-2007- 14.7”
2007-2008- 11.2”
2008-2009-27.8”
2009-2010-41.3”
2010-2011-51.7
Average 29.34”

**PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS,
TABLE OF CONTENTS**

1. General Agreement	2
2. Duration	2
3. Payment.....	3
4. Price Adjustment.....	5
5. Liquidated Damages	6
6. Insurance	7
7. Integrity of Contractor	10
8. Increase and Decrease in Areas or Frequencies.....	10
9. Extra Work.....	10

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

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

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

2. Duration

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

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

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed 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) All invoices submitted by the Contractor shall reference the type of work, i.e. inch count or supplemental, the date(s) the work was performed, the areas serviced and in the case of supplemental work and inch count work, the number and types of equipment used, the start and finish times, the equipment (vehicle identification number and the total number of hours for each piece of equipment (See Pricing Sheets). Should the Contractor submit an incomplete or erroneous invoice such invoice will be returned to the Contractor unpaid and no payment shall be made until a correct invoice with a revised date of issuance is submitted by the Contractor.

With respect to Supplemental Work and all other work the Contractor shall provide an invoice with supportive documentation ("Job Ticket", see Pricing sheets) describing the type of vehicle(s), the hours worked, and a signature from a Manager's Representative authorizing the Work. The "Job Ticket" will have a number for reference purposes, as well as a Port Authority Alert Number, storm date start time, time activated, equipment identification number, start time and date, end time and date of storm, total hours of operation and a tally of hours worked that coincide with the hours charged on the invoice. No payments will be made without the acceptance by the Manager of a properly completed Job Ticket. Improperly completed Job Tickets shall be returned to the Contractor.

For each 1/10th of an inch of snow removed from the Facility, as described herein, compensation shall be the "Unit Price per 1/10th of an Inch" of snow for the appropriate area inserted by the Contractor in the section of the Pricing Sheets entitled "Snow Removal". The Unit Price shall be the compensation for all costs including all labor, supervision, equipment, fuel, oil and all things necessary for the performance of the work.

In the event no snowfall is recorded for the years set forth on the Pricing Sheets, or during the extension period(s), if any, the Contractor shall accept in full and complete consideration of all its duties and obligations the sum of one (1) dollar for each of the years and each of the extension periods.

For each piece of equipment specified herein which is utilized in the performance of Supplemental Work, Contractor shall be paid the applicable "Unit Price Per Hour" for such equipment inserted by the Contractor in the Pricing Sheets entitled "Supplemental Work" multiplied by the number of hours during which such equipment is utilized.

For each piece of equipment utilized as ordered by the Manager, the Contractor shall be compensated for eight hours of work notwithstanding that the actual number of hours of work is less than eight. The applicable rate(s) shall be those in effect at the time the order of the Manager is given. The "Unit Price Per Hour" for Supplemental Work includes compensation for all labor, supervision, equipment, fuel, oil, and any other thing necessary for the performance of the work. The Contractor's pricing shall be firm for the Base Term of this Contract and in the Option Years subject to escalation as hereinafter provided. The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefor shall be conclusive and binding.

- d) 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.

- e) 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

For each Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III, hereof) the Port Authority shall adjust the compensation due 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").

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve month anniversary of the Commencement Date of this Contract. The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

For the first Option Period, the Price Index shall be determined for the months of May 2012 and May 2013. The Unit Prices and Price Per Hour in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for May 2013 and the denominator of which is the Price Index for May 2012. The resulting product shall be the Unit Prices and Price Per Hour in the first Option Period.

For the second Option Period, the Price Index shall be determined for the months of May 2013 and May 2014. The Unit Prices and Price Per Hour in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2014 and the denominator of which is the Price Index for May 2013. The

resulting product shall be the Unit Prices and Price Per Hour payable in the second Option Period.

For the third Option Period, the Price Index shall be determined for the months of May 2014 and May 2015. The Unit Prices and Price Per Hour payable in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2015 and the denominator of which is the Price Index for May 2014. The resulting product shall be the Unit Prices and Price Per Hour payable in the third Option Period.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

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.

The amounts payable to the Contractor during 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 theretofore paid by to the Port Authority for such period.

The maintenance and service of the GPS system shall not be subject to adjustment, regardless of when it takes place.

5. Liquidated Damages

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

- a) 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.

- b) Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment after which time, should the Contractor fail to repair or replace that item of equipment, liquidated damages of \$200 per half hour or fraction thereof per piece of equipment shall be assessed until such time as the equipment is repaired or replaced.
- c) Should the Contractor fail to provide a working cell phone type communication device or other previously approved communication device to the Supervisor or should the device not be in working order then liquidated damages in the amount of \$100 per day per Nextel or other previously approved communication device will be assessed.
- d) For each hour or part of an hour that the Contractor fails to have a Supervisor(s) physically present or for each hour or part of an hour that the Supervisor is not in the sole opinion of the Manager, satisfactorily engaged in the performance of his/her duties, liquidated damages in the amount of \$200 per hour per Supervisor shall be assessed.
- e) If the Contract fails to provide radio or another means of communication for each of its vehicles as required herein, the liquidated damages shall be assessed in the amount of \$100 per day per vehicle.
- f) Should the Contractor fail to equip each major piece of equipment with the required GPS system or have the system functional in each major piece of equipment, then liquidated damages in the amount of \$200 per piece of equipment per day shall be assessed.
- g) At the end of the term of the Contract, or any extension thereof, the Contractor shall return the GPS systems to Port Authority in an undamaged condition. If the Contractor fails to return the systems or returns the systems in a damaged condition then liquidated damages in the amount of \$500 per system shall be assessed.

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 a waiver of its remedies hereunder.

6. Insurance

Insurance Procured by the Contractor

Cits# 3810

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 - \$5 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 & The City of New York 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 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), 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 #3810n].

7. Integrity of Contractor

The Port Authority may require the Contractor to make certain representations with respect to its integrity and responsibility prior to issuing a notice of award, or at any time during the term of the contract, which may include obligations above and beyond those contained in this solicitation ("Contractor Certification"), if the Port Authority deems such measures necessary to assess to responsibility of a contractor and/or mitigate any potential risk associated with a particular contractor.

8. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than five (5) business days, said changes to be effective upon the date specified in said notice.

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

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

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.

9. 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 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.

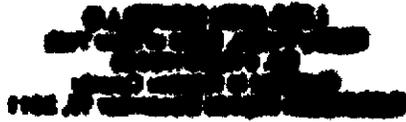
The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within five (5) business days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty four (24) hours following 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.

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

Contractor's Signature

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

1. SIGNATURE SHEET	2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET.....	3
3. PRICING SHEET(S)	4
Entry of Prices.....	4



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

1. SIGNATURE SHEET

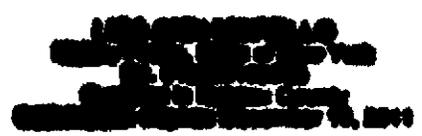
OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements 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 SNOWLIFT LLC
Bidder's Address 96 COMMERCIAL STREET
City, State, Zip FREEPORT, NY 11520
Telephone No. 516-239-2123 FAX 516-371-1763
Email mike@snowlift.com EIN# [REDACTED]

SIGNATURE [Signature] Date 6/8/2011
Print Name and Title MANAGING MEMBER + PRESIDENT
MICHAEL FERRUCCI

ACKNOWLEDGEMENT:
STATE OF: New York
COUNTY OF: Nassau



On this 8th day of June, 2011, personally came before me, Michael Ferrucci, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

[Signature]
Notary Public

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

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

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

PROCUREMENT

2011 JUN -9 PM 12:05

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)

PERSONNEL UNIT
201 JUN -9 PM 10:05

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, which amount shall govern in all cases inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "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 Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET - A FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches	x	UNIT PRICE PER 1/10th of an Inch	=	ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	\$ _____	=	\$ _____
2. Area II	240	x	\$ _____	=	\$ _____
3. Area III	240	x	\$ _____	=	\$ _____
4. Area IV	240	x	\$ _____	=	\$ _____
5. Area VI	240	x	\$ _____	=	\$ _____
6. Area VII	240	x	\$ _____	=	\$ _____



TOTAL FOR PART I: \$ _____
(Add lines 1 through 6)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS	x	UNIT PRICE CHARGE PER HOUR	=	ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	\$ _____	=	\$ _____

TOTAL FOR PART II: \$ _____

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Net Cost Work GPS System	\$50,000 (Installation)*
Maint. and Service	<u>\$25,0000*</u>
Total for Item III. \$75,000	

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

\$ _____ (A)
Add I + II + III = IV

PRICING SHEET - B SECOND YEAR - SNOW REMOVAL

I.	ESTIMATED ANNUAL QUANTITY		UNIT PRICE PER		ESTIMATED ANNUAL CONTRACT PRICE
DESCRIPTION	1/10th Inches		1/10th of an Inch		
1. Area I	240	x	\$ _____	=	\$ _____
2. Area II	240	x	\$ _____	=	\$ _____
3. Area III	240	x	\$ _____	=	\$ _____
4. Area IV	240	x	\$ _____	=	\$ _____
5. Area VI	240	x	\$ _____	=	\$ _____
6. Area VII	240	x	\$ _____	=	\$ _____

TOTAL FOR PART I: \$ _____
(Add lines 1 through 6)

II.	ESTIMATED ANNUAL QUANTITY		UNIT PRICE CHARGE		ESTIMATED ANNUAL CONTRACT PRICE
DESCRIPTION	HOURS		PER HOUR		
SNOW LABOR	2000	x	\$ _____	=	\$ _____

TOTAL FOR PART II: \$ _____

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

PART IV - 7

DESCRIPTION

**TOTAL ESTIMATED*
ANNUAL CONTRACT PRICE**

III.

Maint. and Service

\$25,000*

Total for Item III. \$25,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

**IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW
REMOVAL:**

\$ _____ (B)
Add I + II + III = IV

PRICING SHEET - C
SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	500	x	\$ _____	= \$ _____
2) 5 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
3) 7 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
5) 17 yd. Dump Truck	24	x	\$ _____	= \$ _____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	\$ _____	= \$ _____
7) Bobcat or Compact Loader with Box Plow 9' - 12'	500	x	\$ _____	= \$ _____
8) Bobcat Type Skid Steer Loader	500	x	\$ _____	= \$ _____
9) Jeep with 7' Plow	24	x	\$ _____	= \$ _____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	\$ _____	= \$ _____
11) Thermal Snow Melter - 40 Ton	500	x	\$ _____	= \$ _____
12) Thermal Snow Melter - 150 Ton	500	x	\$ _____	= \$ _____
13) Farm Tractor Sidewalk Plow	24	x	\$ _____	= \$ _____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

\$ _____ (C)
Sum of Items 1 thru 13

PRICING SHEET - D
SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	500	x	\$ _____	= \$ _____
2) 5 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
3) 7 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
5) 17 yd. Dump Truck	24	x	\$ _____	= \$ _____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	\$ _____	= \$ _____
7) Bobcat or Compact Loader with Box Plow 9' - 12'	500	x	\$ _____	= \$ _____
8) Bobcat Type Skid Steer Loader	500	x	\$ _____	= \$ _____
9) Jeep with 7' Plow	24	x	\$ _____	= \$ _____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	\$ _____	= \$ _____
11) Thermal Snow Melter - 40 Ton	500	x	\$ _____	= \$ _____
12) Thermal Snow Melter - 150 Ton	500	x	\$ _____	= \$ _____
13) Farm Tractor Sidewalk Plow	24	x	\$ _____	= \$ _____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

\$ _____ (D)
Sum of Items 1 thru 13

PRICING SHEETS SUMMARY

- (A) Total Estimated Annual Contract Price for Snow Removal-First Year \$ _____
- (B) Total Estimated Annual Contract Price for Snow Removal-Second Year \$ _____
- (C) Total Estimated Annual Contract Price for Supplemental Work- First Year \$ _____
- (D) Total Estimated Annual Contract Price for Supplemental Work- Second Year \$ _____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

\$ _____
(A+B+C+D)

PRICING SHEET - A FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches	x	UNIT PRICE PER 1/10th of an Inch	=	ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	\$ <u>1,663.-</u>	=	\$ <u>399,120.-</u>
2. Area II	240	x	\$ <u>958.-</u>	=	\$ <u>229,920.-</u>
3. Area III	240	x	\$ <u>293.-</u>	=	\$ <u>70,320.-</u>
4. Area IV	240	x	\$ <u>175.-</u>	=	\$ <u>42,000.-</u>
5. Area V	240	x	\$ <u>293.-</u>	=	\$ <u>70,320.-</u>
6. Area VI	240	x	\$ <u>118.-</u>	=	\$ <u>28,320.-</u>
7. Area VIII	240	x	\$ <u>88.-</u>	=	\$ <u>21,120.-</u>

PROPOSED
 PART IV - 5
 10/10/11

TOTAL FOR PART I: \$ 861,120.-
 (Add lines 1 through 7)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS	x	UNIT PRICE CHARGE PER HOUR	=	ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	\$ <u>35.00</u>	=	\$ <u>70,000.-</u>

TOTAL FOR PART II: \$ 70,000.-

PART IV - 5

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

SNOW REMOVAL

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Net Cost Work GPS System	\$50,000 (Installation)*
Maint. and Service	<u>\$25,0000*</u>
Total for Item III. \$75,000	

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

\$ 1,006,120. - (A)
Add I + II + III = IV

PRICING SHEET - B SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches	UNIT PRICE PER 1/10th of an Inch	ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240 x	\$ <u>1,696.-</u>	= \$ <u>407,040.-</u>
2. Area II	240 x	\$ <u>977.-</u>	= \$ <u>234,480.-</u>
3. Area III	240 x	\$ <u>299.-</u>	= \$ <u>71,760.-</u>
4. Area IV	240 x	\$ <u>179.-</u>	= \$ <u>42,960.-</u>
5. Area V	240 x	\$ <u>299.-</u>	= \$ <u>71,760.-</u>
6. Area VI	240 x	\$ <u>120.-</u>	= \$ <u>28,800.-</u>
7. Area VIII	240 x	\$ <u>90.-</u>	= \$ <u>21,600.-</u>

TOTAL FOR PART I: \$ 878,400.-
(Add lines 1 through 7)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS	UNIT PRICE CHARGE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000 x	\$ <u>36.00</u>	= \$ <u>72,000.-</u>

TOTAL FOR PART II: \$ 72,000.-

PART IV - 7

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

DESCRIPTION

**TOTAL ESTIMATED*
ANNUAL CONTRACT PRICE**

III.

Maint. and Service

\$25,000*

Total for Item III. \$25,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

**IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW
REMOVAL:**

\$ 975,400. - (B)
Add I + II + III = IV

PRICING SHEET - C
SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	\$ <u>175.-</u>	= \$ <u>30,625.-</u>
2) 5 cubic yd. Salter with Plow	24	x	\$ <u>175.-</u>	= \$ <u>4,200.-</u>
3) 7 cubic yd. Salter with Plow	24	x	\$ <u>175.-</u>	= \$ <u>4,200.-</u>
4) Pickup with 3 cubic yd. Salter with Plow	24	x	\$ <u>100.-</u>	= \$ <u>2,400.-</u>
5) 17 yd. Dump Truck	24	x	\$ <u>120.-</u>	= \$ <u>2,880.-</u>
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	\$ <u>185.-</u>	= \$ <u>4,440.-</u>
7) Bobcat or Compact Loader with Box Plow 9' - 12'	150	x	\$ <u>100.-</u>	= \$ <u>15,000.-</u>
8) Bobcat Type Skid Steer Loader	150	x	\$ <u>100.-</u>	= \$ <u>15,000.-</u>
9) Jeep with 7' Plow	24	x	\$ <u>100.-</u>	= \$ <u>2,400.-</u>
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	\$ <u>155.-</u>	= \$ <u>3,720.-</u>
11) Thermal Snow Melter - 40 Ton	100	x	\$ <u>400.-</u>	= \$ <u>40,000.-</u>
12) Thermal Snow Melter - 150 Ton	175	x	\$ <u>1,200.-</u>	= \$ <u>210,000.-</u>
13) Farm Tractor Sidewalk Plow	24	x	\$ <u>65.-</u>	= \$ <u>1,560.-</u>

*Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

\$ 336,425.- (C)
 Sum of Items 1 thru 13

PART IV - 9

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

PRICING SHEET - D
SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	\$ <u>175.-</u>	= \$ <u>30,625.-</u>
2) 5 cubic yd. Salter with Plow	24	x	\$ <u>175.-</u>	= \$ <u>4,200.-</u>
3) 7 cubic yd. Salter with Plow	24	x	\$ <u>175.-</u>	= \$ <u>4,200.-</u>
4) Pickup with 3 cubic yd. Salter with Plow	24	x	\$ <u>100.-</u>	= \$ <u>2,400.-</u>
5) 17 yd. Dump Truck	24	x	\$ <u>120,00</u>	= \$ <u>2,880.-</u>
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	\$ <u>185.-</u>	= \$ <u>4,440.-</u>
7) Bobcat or Compact Loader with Box Plow 9' - 12'	150	x	\$ <u>100.-</u>	= \$ <u>15,000.-</u>
8) Bobcat Type Skid Steer Loader	150	x	\$ <u>100.-</u>	= \$ <u>15,000.-</u>
9) Jeep with 7' Plow	24	x	\$ <u>100.-</u>	= \$ <u>2,400.-</u>
10) Four Wheel Mechanical Sweeper, Dual Gutter Brooms & Dump	24	x	\$ <u>155.-</u>	= \$ <u>3,720.-</u>
11) Thermal Snow Melter - 40 Ton	100	x	\$ <u>400.-</u>	= \$ <u>40,000.-</u>
12) Thermal Snow Melter - 150 Ton	175	x	\$ <u>1,200.-</u>	= \$ <u>210,000.-</u>
13) Farm Tractor Sidewalk Plow	24	x	\$ <u>65.-</u>	= \$ <u>1,560.-</u>

*Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

\$ 336,425.- (D)
 Sum of Items 1 thru 13

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

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year	\$ <u>1,006,120.</u> -
(B) Total Estimated Annual Contract Price for Snow Removal-Second Year	\$ <u>975,400.</u> -
(C) Total Estimated Annual Contract Price for Supplemental Work- First Year	\$ <u>336,425.</u> -
(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year	\$ <u>336,425.</u> -

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

\$ 2,654,370. -
(A+B+C+D)

PROUREMENT
JUN 9 PM 12:04

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS..... 1

1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements..... 3
6. Cell Phone or Port Authority Communication Device 3
7. Security Identification Card Requirements..... 3
8. Contractors Equipment 4
9. Vehicle Markings/ Identification 5
10. Vehicle Communications..... 5
11. Vehicle Malfunction or Breakdown..... 5
12. GPS Tracking System Requirements..... 5
13. Snow Removal (Manual Labor)..... 6
14. Space Provided the Contractor..... 6
15. Off-Season Equipment Storage Space Availability 6
16. Cleanliness of Contractor Areas 7
17. No Structural Modifications or Alterations 7
18. Supplemental Work 7
19. Supervision 8
20. Pre-Snow Season Equipment Check..... 8
21. Pre-Snow Season Meeting 8
22. Work and Equipment Required for Each Area (Non -Supplemental) 9

PART V – SPECIFICATIONS

1. Specific Definitions

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

“Facility” shall mean John F. Kennedy International Airport, Queens NY .

The term “Manager” shall mean the Manager of Maintenance at John F. Kennedy International Airport or his or her designated representative.

“Snowfall recorded” shall be defined to mean snowfall as recorded by the United States Weather Bureau at John F. Kennedy International Airport .

“Clearance of snow” shall be defined to mean the removal of snow, or slush with to the satisfaction of the Manager

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the Work.

Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

When required, snow removal operations shall be performed on a continuous twenty-four (24) hour, seven (7) day per week basis.

3. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all things necessary to complete such services, including but not limited to labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work.

Unless specifically noted otherwise, all costs shall be deemed included cost in either the “1/10 inch” charge or the “hourly” charge for Supplemental Work as entered by the Contractor on the Price Sheets.

4. Activation of Contractor

At first flake or the appropriate accumulation as set forth herein the Contractor shall commence snow removal operations.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded. Snowfall recorded shall be the snow fall as recorded by the official United States Weather Bureau at John F. Kennedy International Airport. In the event the official United States Weather Bureau station is not recording at John F. Kennedy International Airport the amount of snow fall

shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned..

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by October 15th.

The Contract shall provide "on site" training to such personnel as the Manger may deem necessary.

6. Cell Phone or Port Authority Communication Device

The Contractor shall provide for all employees under this Contract a Cell or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractors 1/10" charge.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between the Security ID Office and the company regarding all ID card matters.
- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.
- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.
- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a \$100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently \$29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit. The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Markings/ Identification

Each piece of equipment, including vehicles provided to Supervisors shall bear a unique and distinctive marking as directed by the Manager.

10. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

11. Vehicle Malfunction or Breakdown

Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment

12. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately sixty-nine (69) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment. The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warranties including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warranties including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at \$50,000 for the system hardware and software components, and an estimated \$25,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at \$75,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at \$5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged condition. Should the systems be damaged then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages

13. Snow Removal (Manual Labor)

At the direction of the Manager, upon four hours notice, the Contractor shall provide manual laborers for the removal of snow using shovels, snow blowers, ice scrapers, etc.

The number of workers required will be set by the Manager.

All snow removal efforts shall be subject to the approval of the Manager.

Work shall consist of, but not necessarily be limited to the clearing of snow from bus shelters, sidewalks, crosswalks and the digging out of automobiles in parking lots.

Compensation shall be on the per hour rate entered by the contractor on the Pricing Sheets. The hourly rate entered by the Contractor shall include the cost of labor, supervision, equipment and all other things associated with the work. The Contractor shall be guaranteed a minimum of eight (8) hours work per laborer. Historically, six (6) laborers have been utilized per event.

14. Space Provided the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th, for the staging of equipment required by this Contract .

15. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.

The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

16. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintaining all Contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

17. No Structural Modifications or Alterations

The Contractor shall perform no structural modifications or alterations without the written permission of the Manager. At the end of the snow season, all Contractor areas shall be inspected by the Manager and deductions shall be made from the payment due the Contractor for cleaning, structural repairs and the removal of debris due to the Contractor failing to maintain the areas, misusing or abusing them.

18. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

19. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract. Each supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manger. Each Supervisor shall have a cell phone or Port Authority approved equal communication device. The supervisor shall remain on duty in the designated areas at all times during the snow removal operations. The cost of the supervisors shall be included in the "1/10 inch price."

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations at a large airport. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractors Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide four (4) supervisors at all times during snow removal operations. Additional supervisors may be required at the direction of the Manager for additional Equipment.

20. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost."

21. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the "1/10th inch count." This meeting shall take place during the first week in October

22. Work and Equipment Required for Each Area (Non -Supplemental)

AREA I - PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA

Clearance of snow from the Green Lot, Blue Lot, Orange Lot, Red Lot, Yellow Lot - including all garages. The melting of snow from the Yellow and Orange Roof Tops. Include approach ramps, entrances, and exits to all parking lots and garages, and helixes to upper levels of multi level parking structures. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

- 1 – Supervisor in radio equipped vehicle
- 3 – Five-Yard (5 yd.) salt spreaders with plow
- 3 – Three-Yard (3 yd.) acetate spreaders with soft edged plows

All three-yard equipment shall be capable of spreading sodium acetate and plowing snow on structural garage helixes, levels, and ramps. Loaded equipment shall be such physical dimension as to negotiate overhead obstructions and tight radius turns without exceeding the weight bearing limitations of said structures.

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 5 – Skid steers with 8' box plow
- 1 – Pay loader with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 1 – Five-Yard (5 yd.) salt spreader with plow
- 1 – Three-Yard (3 yd.) acetate spreader with soft edged plows
- 2 – Forty (40) ton snow melters, 2 – skid steers with 8' interchangeable soft edged box plow and bucket
- 4 – Pay loaders with 12' box plow

At the accumulation of six inches (6") of snow, in addition to the equipment prescribed for the three inches of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 5 – 3 Cu. Yd. front-end loaders

AREA II – EMPLOYEE AND LONG TERM PARKING LOTS

Clearance of snow from the Employee Lot and Long Term Parking Lot, include all entrances and exits to both parking lots. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

- 1 – Supervisor in radio equipped vehicle
- 3 – Five-Yard (5 yd.) salt spreaders with plow

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

- 3 – Skid steers with 8' box plow
- 3 – Pay loaders with 12' box plow

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 2 – Five-Yard (5 yd.) salt spreader with plow
- 3 – Skid steers with 8' box plow
- 3- Pay loaders with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

AREA III ANCILLARY ROADWAYS

At First Flake the clearance of snow from Airport Ancillary Roadways consisting of Lefferts Blvd from the airport boundary to Lefferts Oil Company, JFK Airtrain Lefferts Boulevard Station's Kiss-and-Fly roadways, Aqueduct Road from Lefferts Blvd. to the racetrack's guard booth including roadway behind Lot 9, Pan Am Road, CNG Fueling Station, 134th St., 150th Ave., Bergen Rd., Federal Circle, 130th Pl., North Service, South Service Rd. and B-206, Aviation Way & auxiliary parking lot, East Hangar Rd, all interconnecting bridges, underpasses, spurs, exits, entrances and the public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 2- 15-Yd. salt spreaders with 10-ft. plows

At 1" accumulation:

15 yard salt spreader with 10' plow.

At 3" accumulation:

15 yard salt spreader with 10' plow.

AREA IV BUILDING 208/209, 267 and BULK FUEL FARM

At First Flake, clearance of snow from Buildings 208/209,267 and Bulk Fuel Farm truck route, route including entrance and exit roads, Commissary Road, West Hangar Road utilizing the following equipment:

1 – Five-Yard (5 yd.) salt spreader with plow
1 - 3 Cu. Yd. front-end loader
1-15 yd salt spreader with 10' plow

At 1" accumulation:

1-15 yd salt spreader with 10' plow

At 3" accumulation:

1-Front end loader with 12' box plow.

AREA V – Reserved

AREA VI BUILDING 141 PARKING LOT

At first flake of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1-15 yd salt spreader with 10' plow

At the accumulation of one inch (1") of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1 – Front end loader with 8' box plow
1 – Front end loader with 12' box plow
1-15 yd salt spreader with 10' plow

AREA VII Reserved

AREA VIII BUILDINGS 254 & 269 PARKING LOTS

At First Flake, the clearance of snow from Buildings 254 & 269 Parking Lots. This work shall be performed utilizing the following equipment:

1 – Five-Yard (5 yd.) salt spreader with plow

At the accumulation of three inches (3”) of snow, in addition to the equipment prescribed for the one inch of snow accumulation above, work shall be performed utilizing the following added equipment:

1 – Five-Yard (5 yd.) salt spreader with plow

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS.....3

PART II GENERAL PROVISIONS.....4

1.	Facility Rules and Regulations of The Port Authority	4
2.	Contractor Not An Agent.....	4
3.	Contractor's Warranties	5
4.	Personal Non-Liability.....	6
5.	Equal Employment Opportunity, Affirmative Action, Non-Discrimination.....	6
6.	Rights and Remedies of the Port Authority	6
7.	Rights and Remedies of the Contractor	6
8.	Submission To Jurisdiction.....	6
9.	Harmony	7
10.	Claims of Third Persons	7
11.	No Third Party Rights.....	8
12.	Provisions of Law Deemed Inserted.....	8
13.	Costs Assumed By The Contractor.....	8
14.	Default, Revocation or Suspension of Contract	8
15.	Sales or Compensating Use Taxes.....	11
16.	No Estoppel or Waiver	11
17.	Records and Reports.....	11
18.	General Obligations	12
19.	Assignments and Subcontracting.....	14
20.	Indemnification and Risks Assumed By The Contractor	14
21.	Approval of Methods.....	15
22.	Safety and Cleanliness	15
23.	Accident Reports	15
24.	Trash Removal.....	16
25.	Lost and Found Property	16
26.	Property of the Contractor	16
27.	Modification of Contract	16
28.	Invalid Clauses.....	16
29.	Approval of Materials, Supplies and Equipment.....	16
30.	Intellectual Property.....	17
31.	Contract Records and Documents – Passwords and Codes.....	17
32.	Designated Secure Areas	18
33.	Notification of Security Requirements	18
34.	Construction In Progress.....	20
35.	Permit-Required Confined Space Work	20
36.	Signs	20
37.	Vending Machines, Food Preparation	21
38.	Confidential Information/Non-Publication.....	21
39.	Time is of the Essence	22
40.	Holidays	22
41.	Personnel Standards.....	22
42.	General Uniform Requirements for Contractor's Personnel	22
43.	Labor, Equipment and Materials Supplied by the Contractor	23
44.	Contractor's Vehicles – Parking - Licenses.....	23

45.	Manager's Authority.....	23
46.	Price Preference.....	23
47.	Good Faith Participation.....	24
PART III CONTRACTOR'S INTEGRITY PROVISIONS.....		24
1.	Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.....	24
2.	Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.....	25
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.....	26
4.	No Gifts, Gratuities, Offers of Employment, Etc.....	26
5.	Conflict of Interest.....	27
6.	Definitions.....	28

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. Good Faith Participation

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

Date: 5/24/2011

ADDENDUM #1

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/Public Areas

Due back on June 7, 2011, no later than 11:00AM

Originally due on _____, no later than 11:00AM

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by bidders 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 bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provision of the sales offer document which will be construed without reference to such questions.

Question

When I forwarded an email to the email listed in the bid book to confirm attendance facility inspection it was bounced back. Please confirm email address?

Answer

The correct email address for Ken Pietrowksi is kpietrow@panynj.gov and his telephone number is 718-244-3597

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.

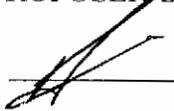
2011 JUN -9 PM 12:03
PROCUREMENT

PS11A11

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: SNOWLIFT LLC

INITIALED: 

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
ROBERT VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at
rveit@panynj.gov.

PROCUREMENT
2011 JUN -9 PM 12:04

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

6/3/2011

ADDENDUM #2

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/Public Areas

Due back on June 9, 2011, no later than 11:00AM

Originally due on June 7, 2011, no later than 11:00 AM

I. Changes/Modifications

The following changes/modifications are hereby made in the documents:

This bid is hereby postponed until June 9, 2011, no later than 11:00 AM.

- A. Page 4 of Part III, Section 3, "Payment" Paragraph c), last paragraph delete the last sentence:
"The determination of the Manager as to what services constitute Supplemental Work and as to the amount paid therefore shall be conclusive and binding."
and insert:
"The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets, shall be final and binding."**
- B. Page 7 of Part III, Section 5, "Liquidated Damages," Paragraph 1., subparagraph b) add the following sentence to the end of this paragraph, "The liquidated damages shall continue until the first piece of like equipment is released."**
- C. Delete Part IV in its entirety and replace with the attached labeled "Revised, June 3, 2011"**
- D. Delete Part V in its entirety and replace with the attached labeled "Revised, June 3, 2011"**

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidder. The responses should not be deemed to answer all questions, which have been submitted by Bidder to the Port Authority. It addresses only those questions, which the

PS11All

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 Bidder 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 therefore 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 therefore in any manner whatsoever.

- 1. On Liquidated Damages, we would like to see wording as when Liquidated Damages "end". We would suggest that hourly based Liquidated Damages for lack of equipment be cut off at the point when the first piece of equipment of a similar type has been released by the Port. In the 2006 bid, via Addendum # 1, Letter H, the Port added wording saying "The liquidated damages shall continue until the first piece of like equipment is released." We would like to see the same change added to this bid.**

Response 1 : See Letter I.B. above.

- 2. In Part III, Page 4, #3c, in the last paragraph, it is stated "The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefore shall be conclusive and binding." In the 2006 bid, via Addendum #1, Letter D, the Port modified the wording to say "The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets shall be final and binding." We would like to see the same change Added to this bid.**

Response 2: See Letter I. A. above.

- 3. In Part V, Page 11, Area IV, Why is a 3 yard loader needed for first flake? It was originally removed in an Addendum.Question # 3**

Response 3: See Letter I.D. above.

4. In Part V, Page 2, #1, the definition of Clearance of Snow is defined as "the removal of snow, or slush to the satisfaction of the Manager." Specifically with regard to those areas where there are First Flake requirements, we believe there should be language in the agreement that clearly states that when there is no more "removal" of snow or slush being performed, that the Port will release us and not require us to remain, in a "standby" mode or to revert back to spreading materials (as is performed at "First Flake"). We would like to see the language reflect that when the snow removal is done we will be released and any subsequent services or any call back to handle drifting or icing would be handled as Supplemental Work.

Response 4: As stated in the agreement, Clearance of Snow is "the removal of snow, or slush to the satisfaction of the Manager."

5. In Part V, Page 5, #12, we have questions regarding the GPS system. Will we be able to bill for the costs of removal at the end of the contract? Will the Port allow us to have the tracking capability? If not, will the Port routinely provide us with printouts that show the activity from each snow event.

Response 5: The GPS System shall be returned to the Port Authority at no additional cost to the Port Authority. The Contractor will not have tracking capability, however, the Port Authority will make every effort to supply reports to the Contractor.

6. Can pay loaders and skid steers with box blades be pre-positioned in the parking areas since these pieces of equipment are difficult to move?

Response 6: The skid steers can be pre-positioned and some of the pay loaders will be able to be pre-positioned. The Port Authority will try and make as much space as possible available for the pay loaders.

7. Are previous pricing sheets available?

Response 7: Previous pricing sheets are attached to this addendum.

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

PS11A11

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: SNOWLIFT LLC

INITIALED: ~~KA~~

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at
rveit@panynj.gov.

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

1. SIGNATURE SHEET	2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET.....	3
3. PRICING SHEET(S).....	4
Entry of Prices.....	4

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

1. SIGNATURE SHEET

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

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

Bidding Entity _____
Bidder's Address _____
City, State, Zip _____
Telephone No. _____ FAX _____
Email _____ EIN# _____
SIGNATURE _____ Date _____
Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. 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, which amount shall govern in all cases inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "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 Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET
FIRST YEAR
SNOW REMOVAL

I

DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch	ESTIMATED ANNUAL CONTRACT PRICE
Area I	240	x	\$ _____	= \$ _____
Area II	240	x	\$ _____	= \$ _____
Area III	240	x	\$ _____	= \$ _____
Area IV	240	X	\$ _____	= \$ _____
Area V	240	x	\$ _____	= \$ _____
Area VI	240	x	\$ _____	= \$ _____
Area VIII	240	x	\$ _____	= \$ _____

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
Snow Labor	2,000	x	\$ _____	= \$ _____

TOTAL FOR ITEM I \$ _____
(SUM OF AREAS I-VIII AND SNOW LABOR)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II. Net Cost Work GPS System	\$50,000 (Inst.)*
Maint. and Service	<u>\$25,000*</u>
Total for Item II.	\$75,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

\$ _____ (A)
Add I + II = III

PRICING SHEET
SECOND YEAR
SNOW REMOVAL

I

DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch	ESTIMATED ANNUAL CONTRACT PRICE
Area I	240	x	\$ _____	= \$ _____
Area II	240	x	\$ _____	= \$ _____
Area III	240	x	\$ _____	= \$ _____
Area IV	240	x	\$ _____	= \$ _____
Area V	240	x	\$ _____	= \$ _____
Area VI	240	x	\$ _____	= \$ _____
Area VIII	240	x	\$ _____	= \$ _____

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR	TOTAL ESTIMATED ANNUAL CONTRACT PRICE
Snow Labor	2,000	x	\$ _____	= \$ _____

TOTAL FOR ITEM I: \$ _____
(SUM OF AREAS I-VIII AND SNOW LABOR)

*Paid only If Performed

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II. Net Cost Work GPS System Maint. and service Only	\$5,000*

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11 .

**III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW
REMOVAL:**

\$ _____ (B)
Add I + II = III

PRICING SHEET
FIRST YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1)3 Cubic Yd. Payloader	175	x	\$ _____ =	\$ _____
2)5 Cubic Yard Salter w/ Plow	24	x	\$ _____ =	\$ _____
3)7 Cubic Yard Salter w/ Plow	24	x	\$ _____ =	\$ _____
4)Pickup with 3 Cubic Yard Salter w/ Plow	24	x	\$ _____ =	\$ _____
5)17 Yd. Dump Truck	24	x	\$ _____ =	\$ _____
6)Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	\$ _____ =	\$ _____
7)Bobcat or Compact Loader w/box plow 9'-12'	150	x	\$ _____ =	\$ _____
8)Bobcat Type Skid Steer Loader	150	x	\$ _____ =	\$ _____
9)Jeep w/ 7' plow	24	x	\$ _____ =	\$ _____
10)Four Wheel Mechanical Sweeper, Dual Gutter Brooms & Dump	24	x	\$ _____ =	\$ _____
11)Thermal Snow Melter-40 Ton	100	x	\$ _____ =	\$ _____
12)Thermal Snow Melter-150Ton	175	x	\$ _____ =	\$ _____

PART IV - 9

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

13) Farm Tractor Sidewalk Plow 24 x \$ _____ = \$ _____

**TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE
FOR SUPPLEMENTAL WORK:**

\$ _____ (C)
Sum of Item 1 thru 13

PRICING SHEET
 SECOND YEAR
 SUPPLEMENTAL
 EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1)3 Cubic Yd. Payloader	175	x	\$ _____ =	\$ _____
2)5 Cubic Yard Salter w/ Plow	24	x	\$ _____ =	\$ _____
3)7 Cubic Yard Salter w/ Plow	24	x	\$ _____ =	\$ _____
4)Pickup with 3 Cubic Yard Salter w/ Plow	24	x	\$ _____ =	\$ _____
5)17 Yd. Dump Truck	24	x	\$ _____ =	\$ _____
6)Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	\$ _____ =	\$ _____
7)Bobcat or Compact Loader w/box plow 9'-12'	150	x	\$ _____ =	\$ _____
8)Bobcat Type Skid Steer Loader	150	x	\$ _____ =	\$ _____
9)Jeep w/ 7' plow	24	x	\$ _____ =	\$ _____
10)Four Wheel Mechanical Sweeper, Dual Gutter Brooms & Dump	24	x	\$ _____ =	\$ _____
11)Thermal Snow Melter-40 Ton	100	x	\$ _____ =	\$ _____
12)Thermal Snow Melter-150Ton	175	x	\$ _____ =	\$ _____

PART IV - 11

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

13) Farm Tractor Sidewalk Plow 24 x \$ _____ = \$ _____

**TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE
FOR SUPPLEMENTAL WORK:**

\$ _____ (D)
Sum of Item 1 thru 13

PRICING SHEET SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year \$ _____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year
\$ _____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year \$ _____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year
\$ _____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

\$ _____
(A+B+C+D)

PART V – SPECIFICATIONS, TABLE OF CONTENTS

Revised June 3, 2011 1

PART V – SPECIFICATIONS, TABLE OF CONTENTS..... 1

- 1. Specific Definitions 2
- 2. Work Required by the Specifications 2
- 3. Scope of Work 2
- 4. Activation of Contractor 2
- 5. Personnel Requirements..... 3
- 6. Cell Phone or Port Authority Communication Device 3
- 7. Security Identification Card Requirements..... 3
- 8. Contractors Equipment 4
- 9. Vehicle Communications..... 5
- 10. Vehicle Malfunction or Breakdown..... 5
- 11. GPS Tracking System Requirements..... 5
- 12. Snow Removal (Manual Labor)..... 6
- 13. Space Provided the Contractor..... 6
- 14. Off-Season Equipment Storage Space Availability..... 6
- 15. Cleanliness of Contractor Areas 7
- 16. Supplemental Work 7
- 17. Supervision 8
- 18. Pre-Snow Season Equipment Check..... 8
- 19. Pre-Snow Season Meeting..... 8
- 20. Work and Equipment Required for Each Area (Non -Supplemental)..... 9

those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded. Snowfall recorded shall be the snow fall as recorded by the official United States Weather Bureau at John F. Kennedy International Airport. In the event the official United States Weather Bureau station is not recording at John F. Kennedy International Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned..

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by October 15th.

6. Cell Phone or Port Authority Communication Device

The Contractor shall provide for all employees under this Contract a cell phone or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractor's Unit Price per 1/10 of an Inch charge.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.
- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between the Security ID Office and the company regarding all ID card matters.
- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.
- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.
- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a \$100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently \$29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit.

The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

10. Vehicle Malfunction or Breakdown

Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment

11. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately sixty-nine (69) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment. The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warranties including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warranties including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at \$50,000 for the system hardware and software components, and an estimated \$25,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at \$75,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at \$5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged and working condition. Should the systems be damaged and in non working condition then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages

12. Snow Removal (Manual Labor)

At the direction of the Manager, upon four hours notice, the Contractor shall provide manual laborers for the removal of snow using shovels, snow blowers, ice scrapers, etc.

The number of workers required will be set by the Manager.

All snow removal efforts shall be subject to the approval of the Manager.

Work shall consist of, but not necessarily be limited to the clearing of snow from bus shelters, sidewalks, crosswalks and the digging out of automobiles in parking lots.

Compensation shall be on the per hour rate entered by the contractor on the Pricing Sheets. The hourly rate entered by the Contractor shall include the cost of labor, supervision, equipment and all other things associated with the work. The Contractor shall be guaranteed a minimum of eight (8) hours work per laborer. Historically, six (6) laborers have been utilized per event.

13. Space Provided the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th, for the staging of equipment required by this Contract .

14. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.

The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

15. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintaining all Contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

16. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

17. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract.

Each Supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manager. Each Supervisor shall have a cell phone or Port Authority approved equal communication device. The cost of the Supervisors shall be included in the "Unit Price per 1/10 of an Inch" price." The Supervisors shall be physically present in their assigned areas while snow removal activities are ongoing.

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations similar to those specified herein. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractor's Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide five (5) Supervisors at all times during snow removal operations. At least two (2) Supervisors shall be dedicated to Area "A".

18. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the Contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost" in the Unit Price per 1/10th of an inch.

19. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall

be included in the "1/10th inch count." This meeting shall take place during the first week in October

20. Work and Equipment Required for Each Area (Non -Supplemental)

AREA I - PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA

Clearance of snow from the Green Lot, Blue Lot, Orange Lot, Red Lot, Yellow Lot, Central Taxi Hold (including permits and charter bus staging area) - including all garages. The melting of snow from the Yellow and Orange Roof Tops. Include approach ramps, entrances, and exits to all parking lots and garages, and helixes to upper levels of multi level parking structures. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

- 1 – Supervisor in radio equipped vehicle
- 4 – Five-Yard (5 yd.) salt spreaders with plow
- 3 – Three-Yard (3 yd.) acetate spreaders with soft edged plows

All three-yard equipment shall be capable of spreading sodium acetate and plowing snow on structural garage helixes, levels, and ramps. Loaded equipment shall be such physical dimension as to negotiate overhead obstructions and tight radius turns without exceeding the weight bearing limitations of said structures.

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 5 – Skid steers with 8' box plow
- 1 – Pay loader with 12' box plow
- 2 – Forty (40) ton snow melters,
- 2 – skid steers with 8' interchangeable soft edged box plow and bucket

The lots must be maintained in an operational condition subject to the approval of the Manager.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 1 – Five-Yard (5 yd.) plow truck
- 1 – Three-Yard (3 yd.) acetate spreader with soft edged plows
- 4 – Pay loaders with 12' box plow

AREA II – EMPLOYEE AND LONG TERM PARKING LOTS

Clearance of snow from the Employee Lot and Long Term Parking Lot, include all entrances and exits to both parking lots. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

- 1 – Supervisor in radio equipped vehicle
- 3 – Five-Yard (5 yd.) salt spreaders with plow

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

- 3 – Skid steers with 8' box plow
- 3 – Pay loaders with 12' box plow

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 1 – Five-Yard (5 yd.) salt spreader with plow
- 3 – Skid steers with 8' box plow
- 3- Pay loaders with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

AREA III ANCILLARY ROADWAYS

At First Flake the clearance of snow from Airport Ancillary Roadways consisting of Lefferts Blvd from the airport boundary to Lefferts Oil Company, JFK Airtrain Lefferts Boulevard Station's Kiss-and-Fly roadways, Aqueduct Road from Lefferts Blvd. to the racetrack's guard booth including roadway behind Lot 9, Pan Am Road, CNG Fueling Station, 134th St., 150th Ave., Bergen Rd., Federal Circle, 130th Pl., North Service, South Service Rd. and B-206, Aviation Way & auxiliary parking lot, East Hangar Rd, all interconnecting bridges, underpasses, spurs, exits, entrances and the public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle

2- 15-Yd. salt spreaders with 10-ft. plows

At 1" accumulation:

15 yard salt spreader with 10' plow.

At 3" accumulation:

15 yard salt spreader with 10' plow.

AREA IV BUILDINGS 208/209, 267,111, 141. CELL PHONE LOT and BULK FUEL FARM

At First Flake, clearance of snow from Buildings 208/209,267,111,141 Cell Phone Lot and Bulk Fuel Farm truck route, route including entrance and exit roads, Commissary Road, West Hangar Road utilizing the following equipment:

1-7 yd salt spreader with 10' plow

At 1" accumulation:

1-Truck with 10' plow

At 3" accumulation:

1-Front end loader with 12' box plow.

This front end loader shall continuously plow Bldgs. 141, 111 and the Cell Phone Lot.

AREA V –Cargo Area Roadway

Clearance of snow from Airport Roadways and Roadway Bus Stops in the Cargo Areas C and D from Cargo Service road (at the Federal Circle) up to JFK Expressway and from JFK Expressway up to Building 254, including the JFK Airtrain Federal Circle Station roadway loops (north and south). This includes all entrances to JFK from Rockaway Blvd, 150th Street and public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

At first flake

- 1 – Supervisor in radio equipped vehicle
- 2– 15-Yd. salt spreaders with 10-ft. plows

At 1” accumulation:

15 yard salt spreader with 10’ plow.

At 3” accumulation:

15 yard salt spreader with 10’ plow

AREA VI BUILDING 141 PARKING LOT

At first flake of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1-7 yd salt spreader with 10' plow

At the accumulation of one inch (1") of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1 - Skid Steer with 8' box plow

AREA VII Reserved

AREA VIII BUILDINGS 206, 254 & 269 PARKING LOTS

At First Flake, the clearance of snow from Buildings 206, 254 & 269 Parking Lots. This work shall be performed utilizing the following equipment:

1 - Pickup truck with 7' plow and salt spreader.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation above, work shall be performed utilizing the following added equipment:

1 Pickup truck with 7' plow and salt spreader.

**I. PRICING SHEET
FIRST YEAR
SNOW REMOVAL**

A. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches	UNIT PRICE PER 1/10th of an Inch	ESTIMATED ANNUAL CHARGE
1. Area A	240	x \$ <u>113.44</u>	= \$ <u>27,225.60</u>
2. Area B	240	x \$ <u>412.91</u>	= \$ <u>99,098.40</u>
3. Area C	240	x \$ <u>195.11</u>	= \$ <u>46,826.40</u>
4. Area D	240	x \$ <u>195.11</u>	= \$ <u>46,826.40</u>
5. Area E	240	x \$ <u>195.11</u>	= \$ <u>46,826.40</u>
6. Area F	240	x \$ <u>763.56</u>	= \$ <u>183,254.40</u>
7. Area G	240	x \$ <u>580.80</u>	= \$ <u>139,392.00</u>
8. Area H	240	x \$ <u>81.68</u>	= \$ <u>19,603.20</u>
9. Lots 1, 3, 4 and 5	240	x \$ <u>1215.84</u>	= \$ <u>291,801.60</u>
10. Lots 6, 7 and 10E	240	x \$ <u>989.78</u>	= \$ <u>237,547.20</u>

TOTAL FOR ITEM A: \$ 1,138,401.60

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CHARGE
B. Net Cost Work GPS System	\$55,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

I. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

\$ 1,193,401.60
Add A + B = I

II PRICING SHEET SECOND YEAR SNOW REMOVAL

A. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches	UNIT PRICE PER 1/10th of an Inch	ESTIMATED ANNUAL CHARGE
1. Area A	240	x \$ <u>113.44</u>	= \$ <u>27,225.60</u>
2. Area B	240	x \$ <u>412.91</u>	= \$ <u>99,098.40</u>
3. Area C	240	x \$ <u>195.11</u>	= \$ <u>46,826.40</u>
4. Area D	240	x \$ <u>195.11</u>	= \$ <u>46,826.40</u>
5. Area E	240	x \$ <u>195.11</u>	= \$ <u>46,826.40</u>
6. Area F	240	x \$ <u>763.56</u>	= \$ <u>183,254.40</u>
7. Area G	240	x \$ <u>580.80</u>	= \$ <u>139,392.00</u>
8. Area H	240	x \$ <u>81.68</u>	= \$ <u>19,603.20</u>
9. Lots 1, 3, 4 and 5	240	x \$ <u>1215.84</u>	= \$ <u>291,801.60</u>
10. Lots 6, 7 and 10E	240	x \$ <u>989.78</u>	= \$ <u>237,547.20</u>

TOTAL FOR ITEM A: \$ 1,138,401.60

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CHARGE
B. Net Cost Work GPS System	\$5,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

II. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

\$ 1,143,401.60
Add A + B = II

**III SUPPLEMENTAL WORK*
FIRST YEAR**

*Price is all-inclusive; includes labor for operation, maintenance, fuel, oil, etc.

DESCRIPTION OF EQUIPMENT/ QUANTITY AND ESTIMATED ANNUAL HOURS FOR EACH PIECE OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOURS	ESTIMATED ANNUAL COST
1) 2 or 3 yd. Front End Loader (8) - 8 Hours	64	x	\$ <u>180</u>	= \$ <u>11,520</u>
2) 4 yd. Front End Loaders (5) - 8 Hours	40	x	\$ <u>180</u>	= \$ <u>7,200</u>
3) 5 yd. Front End Loader (4) - 8 Hours	32	x	\$ <u>180</u>	= \$ <u>5,760</u>
4) 7 yd. Front End Loader (4) - 8 Hours	32	x	\$ <u>180</u>	= \$ <u>5,760</u>
5) Bulldozers w/20'-32' with plow rubber wheels (6) - 8 Hours	48	x	\$ <u>300</u>	= \$ <u>14,400</u>
6) Bulldozers w/20'-32' articulated with plow rubber wheels (1) - 8 Hours	8	x	\$ <u>300</u>	= \$ <u>2,400</u>
7) 17 yd. Dump Truck (15) - 8 Hours	120	x	\$ <u>120</u>	= \$ <u>14,400</u>
8) 35 yd. Dump Truck (15) - 8 Hours	120	x	\$ <u>120</u>	= \$ <u>14,400</u>
9) 4 X 4 Pick-up with Plow (6) - 8 Hours	48	x	\$ <u>80</u>	= \$ <u>3,840</u>
10) 20 Ton Portable Snow Melter (2) - 8 Hours	16	x	\$ <u>140</u>	= \$ <u>2,240</u>
11) 100-150 Ton Portable Snow Melter (2) - 8 Hours	16	x	\$ <u>1,150</u>	= \$ <u>18,400</u>
12) 2,000-2,500 Gallon Heated Liquid De-Icer Truck w/Broom (2) - 8 Hours	16	x	\$ <u>250</u>	= \$ <u>4,000</u>
13) Skid Steer Loaders with Plow or Bucket (6) - 8 Hours	48	x	\$ <u>110</u>	= \$ <u>5,280</u>
14) Field Supervisors (5) - 8 Hours	40	x	\$ <u>50</u>	= \$ <u>2,000</u>

**III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE
FOR SUPPLEMENTAL WORK:**

\$ 111,600.00

Sum of Item 1 thru 14

**IV. SUPPLEMENTAL WORK*
SECOND YEAR**

*Price is all-inclusive; includes labor for operation, maintenance, fuel, oil, etc.

DESCRIPTION OF EQUIPMENT/ QUANTITY AND ESTIMATED ANNUAL HOURS FOR EACH PIECE OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOURS	ESTIMATED ANNUAL COST
1) 2 or 3 yd. Front End Loader (8) - 8 Hours	64	x	\$ <u>180</u>	= \$ <u>11,520</u>
2) 4 yd. Front End Loaders (5) - 8 Hours	40	x	\$ <u>180</u>	= \$ <u>7,200</u>
3) 5 yd. Front End Loader (4) - 8 Hours	32	x	\$ <u>180</u>	= \$ <u>5,760</u>
4) 7 yd. Front End Loader (4) - 8 Hours	32	x	\$ <u>180</u>	= \$ <u>5,760</u>
5) Bulldozers w/20'-32' with plow rubber wheels (6) - 8 Hours	48	x	\$ <u>300</u>	= \$ <u>14,400</u>
6) Bulldozers w/20'-32' articulated with plow rubber wheels (1) - 8 Hours	8	x	\$ <u>300</u>	= \$ <u>2,400</u>
7) 17 yd. Dump Truck (15) - 8 Hours	120	x	\$ <u>120</u>	= \$ <u>14,400</u>
8) 35 yd. Dump Truck (15) - 8 Hours	120	x	\$ <u>120</u>	= \$ <u>14,400</u>
9) 4 X 4 Pick-up with Plow (6) - 8 Hours	48	x	\$ <u>80</u>	= \$ <u>3,840</u>
10) 20 Ton Portable Snow Melter (2) - 8 Hours	16	x	\$ <u>140</u>	= \$ <u>2,240</u>
11) 100-150 Ton Portable Snow Melter (2) - 8 Hours	16	x	\$ <u>1,150</u>	= \$ <u>18,400</u>
12) 2,000-2,500 Gallon Heated Liquid De-Icer Truck w/Broom (2) - 8 Hours	16	x	\$ <u>250</u>	= \$ <u>4,000</u>
13) Skid Steer Loaders with Plow or Bucket (6) - 8 Hours	48	x	\$ <u>110</u>	= \$ <u>5,280</u>
14) Field Supervisors (5) - 8 Hours	40	x	\$ <u>50</u>	= \$ <u>2,000</u>

**IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE
FOR SUPPLEMENTAL WORK:**

\$ 11,600.00
Sum of Item 1 thru 14

PROCUREMENT

PRICING SHEET SUMMARY

2006 JUL 31 AM 11:55

- I. Total Estimated First Year Contract Price for Snow Removal: \$1,193,401.60
- II. Total Estimated Second Year Contract Price for Snow Removal: \$1,143,401.60
- III. Total Estimated First Year Contract Price for Supplemental Work: \$ 111,600.00
- IV. Total Estimated Second Year Contract Price for Supplemental Work: \$ 111,600.00

V. TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

\$ 2,560,003.20

Sum of I. Thru IV = V

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

6/6/2011

ADDENDUM #3

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/Public Areas

Due back on June 9, 2011, no later than 11:00AM

Originally due on June 7, 2011, no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

- A. Delete Part IV, Revised June 3, 2011 in Addendum 2, in its entirety and replace with the attached labeled "Revised, June 6, 2011.**
- B. Delete Part V, Revised June 3, 2011 in Addendum 2, in its entirety and replace with the attached labeled "Revised, June 6, 2011.**

2011 JUN -9 PM 12:03
PROCUREMENT

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
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: SNOWLIFT LLC

PS11A11

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

1. SIGNATURE SHEET	2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET.....	3
3. PRICING SHEET(S)	4
Entry of Prices.....	4

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

1. SIGNATURE SHEET

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

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

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. 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, which amount shall govern in all cases inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "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 Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET - A FIRST YEAR - SNOW REMOVAL

I.	ESTIMATED ANNUAL QUANTITY		UNIT PRICE PER		ESTIMATED ANNUAL CONTRACT PRICE
DESCRIPTION	1/10th Inches		1/10th of an Inch		
1. Area I	240	x	\$ _____	=	\$ _____
2. Area II	240	x	\$ _____	=	\$ _____
3. Area III	240	x	\$ _____	=	\$ _____
4. Area IV	240	x	\$ _____	=	\$ _____
5. Area V	240	x	\$ _____	=	\$ _____
6. Area VI	240	x	\$ _____	=	\$ _____
7. Area VIII	240	x	\$ _____	=	\$ _____

TOTAL FOR PART I: \$ _____
(Add lines 1 through 7)

II.	ESTIMATED ANNUAL QUANTITY		UNIT PRICE CHARGE		ESTIMATED ANNUAL CONTRACT PRICE
DESCRIPTION	HOURS		PER HOUR		
SNOW LABOR	2000	x	\$ _____	=	\$ _____

TOTAL FOR PART II: \$ _____

DESCRIPTION

**TOTAL ESTIMATED*
ANNUAL CONTRACT PRICE**

III.

Net Cost Work GPS System

\$50,000 (Installation)*

Maint. and Service

\$25,0000*

Total for Item III. \$75,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

\$ _____ (A)
Add I + II + III = IV

PRICING SHEET - B SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches	UNIT PRICE PER 1/10th of an Inch	ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240 x	\$ _____	= \$ _____
2. Area II	240 x	\$ _____	= \$ _____
3. Area III	240 x	\$ _____	= \$ _____
4. Area IV	240 x	\$ _____	= \$ _____
5. Area V	240 x	\$ _____	= \$ _____
6. Area VI	240 x	\$ _____	= \$ _____
7. Area VIII	240 x	\$ _____	= \$ _____

TOTAL FOR PART I: \$ _____
(Add lines 1 through 7)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS	UNIT PRICE CHARGE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000 x	\$ _____	= \$ _____

TOTAL FOR PART II: \$ _____

PART IV - 7

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

DESCRIPTION

**TOTAL ESTIMATED*
ANNUAL CONTRACT PRICE**

III.

Maint. and Service

\$25,000*

Total for Item III. \$25,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

**IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW
REMOVAL:**

\$ _____ (B)
Add I + II + III = IV

PRICING SHEET - C
SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	\$ _____	= \$ _____
2) 5 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
3) 7 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
5) 17 yd. Dump Truck	24	x	\$ _____	= \$ _____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	\$ _____	= \$ _____
7) Bobcat or Compact Loader with Box Plow 9' - 12'	150	x	\$ _____	= \$ _____
8) Bobcat Type Skid Steer Loader	150	x	\$ _____	= \$ _____
9) Jeep with 7' Plow	24	x	\$ _____	= \$ _____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	\$ _____	= \$ _____
11) Thermal Snow Melter - 40 Ton	100	x	\$ _____	= \$ _____
12) Thermal Snow Melter - 150 Ton	175	x	\$ _____	= \$ _____
13) Farm Tractor Sidewalk Plow	24	x	\$ _____	= \$ _____

*Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

\$ _____ (C)

Sum of Items 1 thru 13

PART IV - 9

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

PRICING SHEET - D
SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	\$ _____	= \$ _____
2) 5 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
3) 7 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	\$ _____	= \$ _____
5) 17 yd. Dump Truck	24	x	\$ _____	= \$ _____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	\$ _____	= \$ _____
7) Bobcat or Compact Loader with Box Plow 9' - 12'	150	x	\$ _____	= \$ _____
8) Bobcat Type Skid Steer Loader	150	x	\$ _____	= \$ _____
9) Jeep with 7' Plow	24	x	\$ _____	= \$ _____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	\$ _____	= \$ _____
11) Thermal Snow Melter - 40 Ton	100	x	\$ _____	= \$ _____
12) Thermal Snow Melter - 150 Ton	175	x	\$ _____	= \$ _____
13) Farm Tractor Sidewalk Plow	24	x	\$ _____	= \$ _____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

\$ _____ (D)
Sum of Items 1 thru 13

PART IV - 10

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

PRICING SHEETS SUMMARY

- (A) Total Estimated Annual Contract Price for Snow Removal-First Year \$ _____
- (B) Total Estimated Annual Contract Price for Snow Removal-Second Year \$ _____
- (C) Total Estimated Annual Contract Price for Supplemental Work- First Year \$ _____
- (D) Total Estimated Annual Contract Price for Supplemental Work- Second Year \$ _____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

\$ _____
(A+B+C+D)

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS..... 1

- 1. Specific Definitions 2
- 2. Work Required by the Specifications 2
- 3. Scope of Work 2
- 4. Activation of Contractor 2
- 5. Personnel Requirements..... 3
- 6. Cell Phone or Port Authority Communication Device 3
- 7. Security Identification Card Requirements..... 3
- 8. Contractors Equipment 4
- 9. Vehicle Marking/Identification..... 5
- 10. Vehicle Communications 5
- 11. GPS Tracking System Requirements..... 5
- 12. Space Provided to the Contractor 6
- 13. Snow Removal (Manual Labor)..... 6
- 14. Off-Season Equipment Storage Space Availability..... 6
- 15. Cleanliness of Contractor Areas 7
- 16. No Structural Modifications or Alterations 7
- 17. Supplemental Work 7
- 18. Supervision 8
- 19. Pre-Snow Season Equipment Check..... 8
- 20. Pre-Snow Season Meeting 8
- 21. Work and Equipment Required for Each Area (Non -Supplemental) 9

PART V – SPECIFICATIONS

1. Specific Definitions

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

“Facility” shall mean John F. Kennedy International Airport, Queens NY .

The term “Manager” shall mean the Manager of Maintenance at John F. Kennedy International Airport or his or her designated representative.

“Snowfall recorded” shall be defined to mean snowfall as recorded by the United States Weather Bureau at John F. Kennedy International Airport .

“Clearance of snow” shall be defined to mean the removal of snow, or slush with to the satisfaction of the Manager

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the Work.

Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

When required, snow removal operations shall be performed on a twenty four (24) hour, seven (7) day per week basis.

3. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all things necessary to complete such services, including but not limited to labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. Unless specifically noted otherwise, all cost shall be deemed included cost in either the “1/10 inch” charge or the “hourly” charge for Supplemental Work as entered by the Contractor on the Price Sheets.

4. Activation of Contractor

At first flake or the appropriate accumulation as set forth herein the Contractor shall commence snow removal operations.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because

those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded. Snowfall recorded shall be the snow fall as recorded by the official National Weather Service at John F. Kennedy International Airport. In the event the official National Weather Service is not recording at John F. Kennedy International Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by October 15th.

6. Cell Phone or Port Authority Communication Device

The Contractor shall provide for all employees under this Contract a Cell or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractors 1/10" charge.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.
- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between the Security ID Office and the company regarding all ID card matters.
- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.
- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.
- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a \$100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently \$29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit.

The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Marking/Identification

Each piece of equipment, including vehicles provided to Supervisors shall bear a unique and distinctive marking as directed by the Manager.

10. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

11. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately sixty-nine (69) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment. The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warranties including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warranties including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at \$50,000 for the system hardware and software components, and an estimated \$25,000

for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at \$75,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at \$5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged and working-condition. Should the systems be damaged and in non-working condition then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages

12. Space Provided to the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th, for the staging of equipment required by this Contract .

13. Snow Removal (Manual Labor)

At the direction of the Manager, upon four hours notice, the Contractor shall provide manual laborers for the removal of snow using shovels, snow blowers, ice scrapers, etc.

The number of workers required will be set by the Manager.

All snow removal efforts shall be subject to the approval of the Manager.

Work shall consist of, but not necessarily be limited to the clearing of snow from bus shelters, sidewalks, crosswalks and the digging out of automobiles in parking lots.

Compensation shall be on the per hour rate entered by the contractor on the Pricing Sheets. The hourly rate entered by the Contractor shall include the cost of labor, supervision, equipment and all other things associated with the work. The Contractor shall be guaranteed a minimum of eight (8)hours work per laborer. Historically, six (6) laborers have been utilized per event.

14. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.

The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

15. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintaining all Contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

16. No Structural Modifications or Alterations

The Contractor shall perform no structural modifications or alterations without the written permission of the Manager. At the end of the snow season, all Contractor areas shall be inspected by the Manager and deductions shall be made from the payment due the Contractor for cleaning, structural repairs and the removal of debris due to the Contractor failing to maintain the areas, misusing or abusing them.

17. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

18. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract. Each supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manger. Each Supervisor shall have a cell phone or Port Authority approved equal communication device. The supervisor shall remain on duty in the designated areas at all times during the snow removal operations. The cost of the supervisors shall be included in the "1/10 inch price."

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations at a large airport. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractors Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide four (4) supervisors at all times during snow removal operations. Additional supervisors may be required at the direction of the Manager for additional Equipment.

19. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost."

20. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the "1/10th inch count." This meeting shall take place during the first week in October

21. Work and Equipment Required for Each Area (Non -Supplemental)

AREA I - PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA

Clearance of snow from the Green Lot, Blue Lot, Orange Lot, Red Lot, Yellow Lot, Central Taxi Hold (including permits and charter bus staging area) - including all garages. The melting of snow from the Yellow and Orange Roof Tops. Include approach ramps, entrances, and exits to all parking lots and garages, and helixes to upper levels of multi level parking structures. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

- 1 – Supervisor in radio equipped vehicle
- 4 – Five-Yard (5 yd.) salt spreaders with plow
- 3 – Three-Yard (3 yd.) acetate spreaders with soft edged plows

All three-yard equipment shall be capable of spreading sodium acetate and plowing snow on structural garage helixes, levels, and ramps. Loaded equipment shall be such physical dimension as to negotiate overhead obstructions and tight radius turns without exceeding the weight bearing limitations of said structures.

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 5 – Skid steers with 8' box plow
- 1 – Pay loader with 12' box plow
- 2 – Forty (40) ton snow melters,
- 2 – skid steers with 8' interchangeable soft edged box plow and bucket

The lots must be maintained in an operational condition subject to the approval of the Manager.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 1 – Five-Yard (5 yd.) plow truck
- 1 – Three-Yard (3 yd.) acetate spreader with soft edged plows
- 2 – Forty (40) ton snow melters,
- 2 – Skid steers with 8' interchangeable soft edged box plow and bucket
- 4 – Pay loaders with 12' box plow

AREA II – EMPLOYEE AND LONG TERM PARKING LOTS

Clearance of snow from the Employee Lot and Long Term Parking Lot, include all entrances and exits to both parking lots. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

- 1 – Supervisor in radio equipped vehicle
- 3 – Five-Yard (5 yd.) salt spreaders with plow

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

- 3 – Skid steers with 8' box plow
- 3 – Pay loaders with 12' box plow

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle
- 1 – Five-Yard (5 yd.) salt spreader with plow
- 3 – Skid steers with 8' box plow
- 3- Pay loaders with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

AREA III ANCILLARY ROADWAYS

At First Flake the clearance of snow from Airport Ancillary Roadways consisting of Lefferts Blvd from the airport boundary to Lefferts Oil Company, JFK Airtrain Lefferts Boulevard Station's Kiss-and-Fly roadways, Aqueduct Road from Lefferts Blvd. to the racetrack's guard booth including roadway behind Lot 9, Pan Am Road, CNG Fueling Station, 134th St., 150th Ave., Bergen Rd., Federal Circle, 130th Pl., North Service, South Service Rd. and B-206, Aviation Way & auxiliary parking lot, East Hangar Rd, all interconnecting bridges, underpasses, spurs, exits, entrances and the public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

- 1 – Supervisor in radio equipped vehicle

AREA VI BUILDING 141 PARKING LOT

At first flake of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1-7 yd salt spreader with 10' plow

At the accumulation of one inch (1") of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1 - Skid Steer with 8' box plow

AREA VII Reserved

AREA VIII BUILDINGS 206, 254 & 269 PARKING LOTS

At First Flake, the clearance of snow from Buildings 206, 254 & 269 Parking Lots. This work shall be performed utilizing the following equipment:

1 - Pickup truck with 7' plow and salt spreader.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation above, work shall be performed utilizing the following added equipment:

1 Pickup truck with 7' plow and salt spreader.

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010**

6/7/2011

ADDENDUM #4

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/Public Areas

Due back on June 9, 2011, no later than 11:00AM

Originally due on June 7, 2011, no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

- A. Page 9 of Part V, Revised 6/6/2011 in Addendum 3, Section 21. Work and Equipment Required for Each Area (Non-Supplemental), AREA I - PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA, Paragraph 6 remove the following:**

- 2 - Forty (40) ton snow melters
- 2 - Skid steers with 8' interchangeable soft edged box plow and bucket

2011 JUN 9 PM 12:03
PROCUREMENT

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
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: SNOWLIFT LLC

INITIALED: 

PS11A11

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at
rveit@panynj.gov.

PROCUREMENT
JUN 09 PM 12:03