Torres Rojas, Genara FOI #13715

From: pclarity@abgllaw.com
Sent: Friday, January 18, 2013 11:21 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Paula
Last Name: Clarity
Company: ABGL
Mailing Address 1: One Huntington Quadrangle
Mailing Address 2: Suite 4C10
City: Melville
State: NY
Zip Code: 11747
Email Address: pclarity@abgllaw.com
Phone: 6312496565
Required copies of the records: Yes

List of specific record(s):
A copy of the following contract: 4600009349 OM of AirTrain Jamaica Complex - 3 yrs MERIDIAN MANAGEMENT CORPORATION PONTE VEDRA BEACH FL 14,931,843 212013 1312016

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

February 15, 2013

Ms. Paula Clarity
ABGL
One Huntington Quadrangle, Suite 4C10
Melville, NY 11747

Re: Freedom of Information Reference No. 13715

Dear Ms. Clarity:

This is a response to your January 18, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for a copy of Contract No. 4600009349 OM of AirTrain Jamaica Complex - 3 years Meridian Management Corporation Ponte Vendra Beach, FL.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13715-C.pdf.

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

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

Very truly yours,

Ann L. Qureshi
FOI Administrator

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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

VIA MAIL AND EMAIL ehorne49@mmcor.com

January 14, 2013

Mr. Elliott S. Horne, President
Meridian Management Corporation
818 A1A North, Suite 300
Ponte Vedra Beach, FL 32082
Pine Brook, NJ 07058

SUBJECT: OPERATION, MAINTENANCE, GENERAL CLEANING AND RELATED BUILDING MANAGEMENT SERVICES AT THE AIRTRAIN JAMAICA TERMINAL COMPLEX, JAMAICA, NY; CONTRACT #4600009349; PURCHASE ORDER #4500063806

Dear Mr. Horne:

The Port Authority of New York and New Jersey ("The Port Authority") herby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with Meridian Management Corporation ("the Contractor") for the performance of the above-referenced services.

The Agreement between the parties shall consist of the following, states in order of precedence in case of conflict or inconsistency:

1. this Letter of Acceptance,
2. the Contractor's Parental Guarantee dated November 5, 2012
3. the Contractor's Best and Final Offer dated November 9, 2012
4. Attachment A – Contract Specific Information
5. Attachment B – Contract Specific Terms and Conditions
6. Attachment C – Specifications
7. Port Authority Standard Terms and Conditions.

The term of this Contract shall be for three (3) years effective February 1, 2013 through January 31, 2016, subject to earlier termination or extension as provided for in the Contract.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, you shall submit an original Certificate of Insurance to the attention of the General Manager, Risk Management, The Port Authority of NY & NJ, 225 Park Avenue South, 12th Floor, New York, NY 10003. This certificate must also be annotated with Contract number 4600009349 and CIT's tracking number 4009N.

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

THE PORT AUTHORITY OF NY & NJ

For invoice and correspondence purposes, Purchase Order # 4500063806 has been assigned to this Contract.

Your facility contact is Mr. Bob Hutchinson who can be reached at 718-244-4556. If you should have any questions regarding this transaction, please contact Ms. Emily Baxter at 201-395-3421.

Sincerely,

Lillian D. Valenti
Director
Procurement Department

GUARANTEE AGREEMENT

In order to induce THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY to accept the proposal submitted by Meridian Management Corporation on Contract #_TBD__ for Operation, Maintenance, General Cleaning and Related Building Management Services at the Airtrain Jamaica Terminal Complex, Jamaica, New York the undersigned, Americorp, Inc., which has a material financial interest in the aforementioned corporation submitting said proposal, warrants, undertakes and guarantees that Meridian Management Corporation shall well and faithfully do and perform the things agreed by it to be done and performed according to the true terms and true intent and meaning of said Contract, including the payment of all lawful claims of subcontractors, materialmen and workmen arising out of the performance of said Contract.

This undertaking is for the benefit of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY and all subcontractors, materialmen and workmen having lawful claims arising out of the performance of said Contract, and all such subcontractors, materialmen and workmen (as well as THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY itself) shall have a direct right of action upon this undertaking; but the rights and equities of such subcontractors, materialmen and workmen shall be subject and subordinate to those of THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY.

This undertaking and guarantee shall be in no way impaired or affected by any extensions of time, modification, amendment, omission, addition or change in or to the said Contract or the services to be performed thereunder, or by any payment thereunder before the time required therein, any waiver of any provision or condition thereof (whether precedent or subsequent) or by any assignment, subletting or other transfer thereof, or of any part thereof, or

of any services to be performed, or any moneys due or to become due thereunder; and Americorp, Inc. does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and does hereby expressly stipulate and agree that any and all things done and omitted to be done by and in relation to assignees, subcontractors and other transferees shall have the same effect as to Americorp, Inc. , as though done by or in relation to Meridian Management Corporation.

All the terms and conditions of the above guarantee are contained in this instrument, and this instrument may be changed only by express provisions of a writing signed by the party to be charged therewith.

IN WITNESS WHEREOF, the aforementioned guaranteeing corporation, Americorp, Inc. has caused its corporate seal to be affixed hereto and this instrument to be executed by its duly authorized officer this 5th day of November, 2012.

BY_____
Donis P. Horne, Sr.

Title____President

Certificate of Secretary

I, Karol D. Horne, Secretary of Americorp, Inc., a corporation organized and existing under the laws of the State of Florida do hereby certify as follows:

1. That the following is a fully, true and correct copy of the resolution adopted by unanimous vote of the stockholders representing the holders of all the outstanding shares of such corporation entitled to vote, present at a special meeting of stockholders duly called and held on the date of November 5, 2012, in accordance with law and with the charter and by-laws of the said Corporation; and that the said resolution has not been altered or repealed, and is now in full force and effect:

> "RESOLVED, that in order to induce The Port Authority of New York and New Jersey to accept the Proposal submitted by Meridian Management Corporation on Contract #__TBD__, said contract being entitled "Operation, Maintenance, General Cleaning and Related Building Management Services at the Airtrain Jamaica Terminal Complex, Jamaica, New York", this Corporation shall guarantee the obligation of Meridian Management Corporation under such Contract; and be it further
>
> "RESOLVED, that in the judgment of the stockholders of this Corporation such action will effectuate the purposes and objects of this Corporation, inure to its benefit and promote, enhance and develop its business, interests and assets; and be it further
>
> "RESOLVED, that the President or Vice-President of this Corporation be and he/she hereby is authorized and directed to make, execute and deliver on behalf and in the name of this Corporation a contract of guaranty, guaranteeing such obligations; and be it further
>
> "RESOLVED, that the officers of this Corporation and each of them are hereby authorized and directed to take such steps, execute such documents and perform such other acts and things as may be necessary and convenient for the purpose of effecting such contract of guaranty."

2. That the purpose of this certificate is to induce The Port Authority of New York and New Jersey to accept the aforementioned proposal and with the intent that the Port Authority, its agents and representatives, shall rely on the truth of the matters contained herein.

IN WITNESS WHEREOF, I have signed my name and affixed the corporate seal this 5th day of November, 2012

Karol D Horne

Secretary Karol D. Horne
(Corporate Seal)

ACKNOWLEDGEMENT

State of Florida)
)ss.:
County of St. Johns)

On this 5th day of November, 2012, before me personally came and appeared Donis P. Horne, Sr. , to me known, who, being by me duly sworn, did depose and say that he resides at Exemption (1) that he is the President of Americorp, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation; and that he signed his name thereto by like order.

(Seal)

DAVID H. LEEDY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE076534
Expires 3/20/2015

David H. Leedy

FOWLER WHITE BOGGS
Attorneys at Law
Est 1943

November 8, 2012

The Port Authority of
New York and New Jersey
One Madison Avenue
Purchasing Services Division–7th Floor
New York, NY 10048

Ladies and Gentlemen:

We have acted as counsel to Americorp, Inc., a Florida corporation ("Americorp"), in connection with a Guarantee Agreement (the "Guaranty") dated November 5, 2012, given by Americorp in support of a proposal on Contract # TBD for Operation, Maintenance, General Cleaning and Related Building Management Services at the Airtrain Jamaica Terminal Complex, Jamaica, New York, submitted to you by Meridian Management Corporation, a Florida corporation and affiliate of Americorp. This opinion letter is furnished at your request and has been prepared and is to be construed in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida Opinions dated December 3, 2011, as revised, amended or superseded, issued by the Business Law Section of The Florida Bar (the "Report").

1. Documents Reviewed

In connection with this opinion letter, we have examined the documents and instruments listed immediately below.

(a) Guaranty;

(b) Certificate from the secretary of Americorp certifying as to true and correct copies of the certificate of incorporation and amended and restated bylaws of Americorp (the "Organizational Documents"), the authorizing resolutions approving and authorizing the execution and delivery of the Guaranty, and as to the incumbency of officers or other persons authorized to execute the Guaranty on behalf of Americorp; and

(c) Certificate issued by the Secretary of State of Florida attesting to the continued existence and good standing of Americorp (the "Good Standing Certificate").

2. Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, that:

(a) Authentic and Conforming Documents. All documents submitted to us as originals are authentic, complete and accurate, and all documents submitted to us as copies conform to authentic original documents;

(b) Accurate Description of Parties' Understanding. The Guaranty accurately describes and contains the mutual understanding of the parties, and there are no oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof; and

(c) Governing Law. To the extent the Guaranty is governed by the laws of any state other than Florida, the laws of such state are identical to the laws of the State of Florida in all respects material to this opinion letter.

3. Our Opinions

Based on and subject to the foregoing and other limitations, assumptions, qualifications and exclusions set forth in this opinion letter, we are of the opinion that:

(a) Organizational Status. Americorp is a corporation incorporated under the Florida Business Corporation Act and its status is active. Based solely upon the Good Standing Certificate, Americorp is in good standing under the laws of the State of Florida as of the date set forth in the Good Standing Certificate.

(b) Power and Authority. Americorp has the legal power and authority to execute and deliver the Guaranty; to perform its obligations under the Guaranty; and has taken all necessary corporate action to authorize the execution, delivery and performance thereof.

(c) Execution, Validity and Enforceability. Americorp has executed and delivered the Guaranty and the Guaranty constitutes a valid and binding obligation enforceable against Americorp under the laws of Florida and the federal laws of the United States.

(d) Noncontravention. The execution, delivery and performance by Americorp of the Guaranty does not violate any provision of the Organizational Documents of Americorp.

JW

4. Qualifications and Limitations

The opinions set forth above are subject to the following qualifications and limitations:

(a) Applicable Law. Our opinions are limited to the law of the State of Florida and Federal law of the United States, and we do not express any opinion concerning any other law or governmental authority.

(b) Bankruptcy. Our opinions are subject to the effect of any applicable bankruptcy, insolvency (including, without limitation, laws relating to preferences and fraudulent transfers or conveyances), reorganization, moratorium and other similar laws affecting creditors' rights generally.

(c) Equitable Principles. Our opinions are subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and public policy.

5. Reliance on Opinions

The foregoing opinions are being furnished to The Port Authority of New York and New Jersey, and this opinion letter is not to be furnished to any other person or entity or used or relied upon for any other purpose without our prior written consent. The opinions set forth herein are made as of the date hereof, and we assume no obligation to supplement this opinion letter if any applicable laws change after the date hereof or if we become aware after the date hereof of any facts that might change the opinions expressed herein.

Very truly yours,

Fowler White Boggs PA

cc: Americorp, Inc.

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ATTACHMENT A - CONTRACT SPECIFIC INFORMATION

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

1. **Service(s) Required**
   Operations, Maintenance, General Cleaning, and Integrated Pest Management.

2. **Location(s) Services Required**
   AirTrain Jamaica Terminal Complex, Jamaica, NY, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**
   On or about February 1, 2013

4. **Contract Type**
   Combination Lump Sum and Unit Price

5. **Duration of Contract**
   Three (3) Years

6. **Price Adjustment during Base Term (Index Based)**
   Not Applicable

7. **Option Periods**
   There shall be up to two (2), one (1) year Option Periods.

8. **Price Adjustment during Option Periods (Index Based)**
   Price adjustment during the Option Periods shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

9. **Extension Period**
   Up to 120 Days Extension Period Applicable

10. **Specific Bidder's Prerequisites**
    a. The Bidder shall have had at least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of a commercial or industrial facilities management 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 requiring similar services of similar scope to those required under this Contract.
c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of five million dollars ($5,000,000) annual gross income from the type of service required under this Contract.
d. The bidder shall have at the time of the submission of its bid, a NYS Certificate of Authority and a FEIN found at www.tax.ny.gov or http://www.tax.ny.gov/pubs_and_bulls/tg_bulletins/st/how_to_register_for_nys_sales_tax.htm

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

11. Contractor Staff Background Screening

The Contractor awarded this contract shall be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) shall also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. The Contractor shall submit a copy of all results to the Authority. Staff who are rejected for a credential for any reason are not reimbursable.

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

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ATTACHMENT B – 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) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to stop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the

difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

Billing and Payment

Payment will be made in monthly installments in accordance with the following:

On or after the fifth day of each month of this Contract starting with the second month and including the month following the month in which this Contract expires or is terminated, the Contractor shall submit, to the Manager, a consolidated invoice setting forth the amount(s) due to the Contractor for (a) operations and maintenance services, (b) general cleaning services, (c) integrated pest management services, and (d) any and all other services, performed for the preceding calendar month.

The Contractor shall, as a condition precedent to payment, submit to the Port Authority's authorized representative the following:

(a) a daily list of employees who provided Operations and Maintenance Services under this Contract by class of worker, with names, dates and hours worked, and unit prices for each hour of work, sign-in sheets and/or automated tracking system verifying such employees' work; a list of all net cost items utilized under this Contract, with a description of each net cost item utilized, for what purpose it was utilized, each applicable unit price and cost; and a detailed description of subcontractors, with days and hours utilized and a description of activities for which each subcontractor was utilized.

Note that unit prices for materials used from the Contractor's stock must be supported and verified.

(b) an Exterminator Sign-in Sheet and Report for the period billed, as well as a detailed listing with description, as applicable, for each hour of additional Integrated Pest Management Services performed along with the appropriate Price Per Hour.

(c) a detailed description of Services provided for graffiti removal, porter services,

snow removal/flood response, bird dropping decontamination, and extraordinary cleaning, along with the applicable square footage of such services and/or the actual number of hours of performance and the Price Per Square Foot and/or the Price Per Hour; and

(d) a detailed description of all other Services provided under this Contract, with appropriate activity descriptions, unit prices, quantities of Units billed, and Port Authority authorizations.

These invoices and supporting documents are for the purpose of enabling the Manager or his/her authorized representative to determine the amounts to be paid to the Contractor; accordingly, failure on the part of the Contractor to furnish them with respect to any particular work shall constitute a determination of the Contractor's part that such work does not entitle the Contractor to compensation and constitute a waiver by the Contractor of any claims for such compensation.

Payments made hereunder are subject to such adjustments as may be necessitated following the Authority's verification of the accuracy of amounts billed and to such adjustments as may be required pursuant to the clause hereof entitled "Increases and Decreases in Areas or Frequencies." Such payments are further subject to deductions for any such liquidated damages to which the Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages." Within 30 days after the Manager certifies the correctness of such invoice and upon the receipt of such supporting documentation as may be required by the Port Authority, the Port Authority will pay the Contractor by check, the amount so certified. No certificate or payment shall, at any time, preclude Port Authority for showing that such certificate of payment was incorrect or from recovering any money paid in excess of that due hereunder.

The Contractor agrees that it shall not be entitled to, and hereby waives any right it might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of Contract) for an amount not included in said Final Payment. In any case in which interest is allowable on the amount of the Final Payment, such interest shall be at the rate of six percent (6%) per annum for the period, if any, for which such interest is due.

Subject to the provisions of this Contract, including the escalation process hereof, the Port Authority agrees to pay the Contractor and the Contractor agrees to accept from the Port Authority as full and complete compensation for the performance of its obligations under this Contract and the whole thereof an amount computed as follows:

A. Operations and Maintenance Services

1. For the operation and maintenance services provided hereunder by the Contractor at the AirTrain Jamaica Terminal Complex, the applicable unit prices (wages and benefits only) inserted by the Contractor in the Contractor's Pricing Sheets for the class of worker and time period during which the work was performed times the number of hours of work performed.

2. For all materials, tools (excluding small tools), equipment and supplies utilized in the performance of the operation and maintenance services required hereunder, an amount computed in accordance with the clause entitled "Net Cost Items and Compensation for Net Cost Items".

3. For work performed hereunder by the subcontractors required and approved by the Port Authority, pursuant to the clause entitled "Subcontractors and Compensation for Subcontractors" an amount computed in accordance with the terms of such clause.

4. All project management, including the Resident Manager, administrative and clerical support, insurance, licensing, training costs, vehicle costs, office supplies and equipment, maintenance management information systems (MMIS), telephone service, O&M uniforms, radios, cellular phones, overhead, general and administrative costs and profit, and other such costs shall be included in the Contractor's Management Fee. The Management Fee will be invoiced monthly by billing the monthly rate inserted by the Contractor on the Contractor's Pricing Sheets.

B. General Cleaning Services

1. For each year during which Routine and Periodic Cleaning Services included in this Contract are performed by the Contractor hereunder, the monthly rate inserted by the Contractor on the Contractor's Pricing Sheets.

2. For each square foot from which graffiti is removed as required in this Contract, the Price Per Square Foot inserted by the Contractor on the Contractor's Pricing Sheets.

3. For Porter services performed by the Contractor as required by this Contract, the price Per Hour for Porter service inserted by the Contractor on the Contractor's Pricing Sheets, times the actual number of hours of performance of such Porter service.

4. For Snow Removal/Flood Response services performed by the Contractor as required by this Contract, the price per hour for snow removal/flood response inserted by the Contractor on the Contractor's Pricing Sheets times the actual number of hours of performance of such snow removal/flood response services by the Contractor staff and supervisors.

5. For each square foot from which bird droppings are decontaminated as required by this Contract, the Price Per Square Foot inserted by the Contractor on the Contractor's Pricing Sheets.

6. For Extraordinary Cleaning services performed by the Contractor hereunder, the applicable Price Per Square Foot, the Price Per Item or Price Per Hour inserted by the Contractor on the Contractor's Pricing Sheets times the actual number of square feet or items cleaned or hours of work performed.

C. Integrated Pest Management Services

1. For Integrated Pest Management Services provided hereunder by the Contractor at the AirTrain Jamaica Terminal Complex, the Monthly Rate inserted by the Contractor in the Contractor's Pricing Sheets for the time period during which the work was performed.

2. For each hour for which additional Integrated Pest Management Services are performed by the Contractor, as required by the scope of work for Integrated Pest Management contained in this Contract, the Price Per Hour for services inserted by the Contractor on the Contractor's Pricing Sheets times the actual number of hours of performance of such services.

The compensation indicated above is full compensation for all Work whatsoever required by this Contract excluding compensation for Extra Work assigned pursuant to the clause entitled "Extra Work," compensation that shall be in accordance with the provisions of said clause.

The Total Estimated Contract Price for three years and the annual estimated quantities set forth on the Contractor's Pricing Sheets are given solely to enable the Authority to make bid comparisons. The Authority makes no representations as to what the actual quantities will be and shall not be held responsible. The Contractor's compensation for unit price work shall be computed based on the actual hours expended and/or square feet or items cleaned or serviced, as the case may be, as further set forth above.

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by the Port Authority, shall be applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III, hereof), the Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first one (1) year Option Period of the Contract, the Price Index shall be determined for the months of July 2014 and July 2015. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for July 2015 and the denominator of which is the Price Index for July 2014. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second one (1) year Option Period of the Contract, the Price Index shall be determined for the months of July 2015 and July 2016. The amounts payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for July 2016 and the denominator of which is the Price Index for July 2015. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

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 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 the Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period.
In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index.

In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Supplemental Benefits required herein.

Nothing herein shall prevent a Contractor from raising wages or increasing benefits at its own discretion.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

The amounts payable to the Contractor 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, the Contractor shall refund to the Port Authority excess amounts theretofor paid by the Port Authority for such period.

5. Liquidated Damages

a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

i. If the Contractor fails to have the Resident Manager present at the Facility during the specified hours as determined by the Manager, then the monthly installment payable hereunder shall be reduced by $1,000.00 for each day or any part thereof during said month when the Resident Manager is not present.

ii. In the event the Contractor fails to provide the information as required in the section hereunder entitled, Wages and Supplemental Benefits, Section 3, Subsection G, then the monthly installment payable hereunder shall be reduced by $100.00 for each day the Contractor fails to provide said information.

iii. If the Contractor fails to provide and maintain in proper working order, as determined by the Manager, any cellular phones to be provided to any Resident Manager or Supervisor hereunder, then the monthly installment payable hereunder shall be reduced by $50.00 for each day or any part thereof during said month when any such cell phones are not so provided and operable.

iv. If the Contractor's Resident Manager, or any Supervisor hereunder, fails to respond to a cell phone call 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 hourly period thereafter in which any Resident Manager or Supervisor fails to respond.

v. If any of the Contractor's employees fail to report to work in the authorized uniform, then the monthly installment payable hereunder shall be reduced by $50.00 per occurrence per employee, for each day or any part thereof during said month when any such uniform infraction shall take place.

vi. If, except for back-fill situations, the Contractor fails to have an employee present at the Work Site fully equipped, trained and able to perform the assigned duties where the presence of such employee is required in accordance with the terms of this Contract, then liquidated damages in the amount of $100.00 per occurrence per hour shall be assessed.

vii. If the Contractor fails to respond within two (2) hours and/or does not respond in a satisfactory manner, as determined by the Manager, to a directive, either written or oral, to perform routine or non-routine work or to correct or to assist in the correction of a facility maintenance condition, then liquidated damages in the amount of $100.00 per occurrence, per hour shall be assessed.

viii. If the Contractor fails to satisfactorily perform any item of routine work set forth in the Scope of Work, then the Contractor's compensation payable hereunder shall be reduced by an amount equal to the total cost of performing that item. In addition, the Manager shall have the right to continue to assess liquidated damages each month until the routine work item has been satisfactorily performed.

ix. The Contractor shall ensure that during the term of this Contract any and all new requirements for State and/or Federal Certifications are obtained in a timely manner. Upon written notice from the Manager, the Contractor's employees shall obtain the certification and/or schedule any tests or training necessary for same within thirty (30) calendar days of such notice. Liquidated damages of $100.00 per day per employee will be assessed against the Contractor for each day or part thereof in which the Contractor's employees have failed to obtain certification. Compensation shall not be paid for time necessary to obtain such certification.

x. If the contractor fails to keep accounts with subcontractors, vendors or suppliers current or if the Contractor submits an invoice for reimbursement of an expense from a subcontractor, vendor or supplier for which the Contractor has not already paid or settled with the subcontractor, vendor or supplier, then liquidated damages in the amount

of $500.00 per occurrence shall be assessed.

xi. If the Contractor fails to satisfactorily perform any item of the General Cleaning Services work set forth, at the frequencies therein stated, including Routine and Periodic cleaning, then the monthly installment payable hereunder shall be reduced by an amount equal to one hundred percent (100%) of the Unit Price then in effect for "Porter Services," "Graffiti Removal Services," "Snow Removal/Flood Response," "Bird Dropping Decontamination," or "Extraordinary Cleaning Services" as appropriate for the applicable service and year, multiplied by the number of hours of performance of such services or number of square feet or items as applicable, is not satisfactorily cleaned as required during said month. Where no specific Unit Price has been quoted for the type of services not performed, including routine and periodic cleaning, liquidated damages will be computed utilizing the hourly rate then in effect for additional policing/cleaning services multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the Work not performed. In making his/her determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

xii. If the Contractor fails to have the agreed number of the Authority-approved Cleaning Services Supervisor(s) present at the Facility during each and any shift, as determined by the Manager, then the monthly installment payable hereunder shall be reduced by $100.00 per occurrence per hour shall be assessed.

xiii. Where any item of General Cleaning Services 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 Authority shall have the right to an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, until such time as it has been satisfactorily performed.

xiv. If the Contractor only partially performs any item of General Cleaning Services work set forth within an area specifically defined in the Scope of Work, liquidated damages will be assessed by the Manager be based on the total quantity of items or square feet within said area to which said item of work applies.

xv. If the Contractor fails to perform or satisfactorily perform the Integrated Pest Management monthly service visit to a Facility in its entirety, the monthly compensation shall be reduced for said month by multiplying one hundred percent (100%) of the Monthly Rate entered on the Contractor's Pricing Sheet for such Facility for that particular year.

xvi. If the Contractor fails to satisfactorily treat an area for pests or respond to

an emergency request at the Facility, as requested by the Manager, the monthly compensation shall be reduced by multiplying the Hourly Unit Price for the Facility as inserted by the Contractor on the Contractor's Pricing Sheet for that particular year by two hundred percent (200%) for each hour of work requested.

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

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

6. Insurance

Insurance Procured by the Contractor

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

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

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

Railroad Protective Insurance - **$2 million**

Boiler and Machinery Policy

In addition, the liability policy (ies) shall name **The Port Authority of NY and NJ, The City of New York, The Metropolitan Transportation Authority, The New York City Transit Authority and Long Island Rail Road Company** 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 statues 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 #4009n].**

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

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than thirty (30) days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas 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.

The monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Contractor's Pricing Sheets for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract).

Where no specific unit price has been quoted for the type of services to be deleted or rescheduled, the hourly rate for additional services quoted by the Contractor on the Contractor's Pricing Sheets for Extraordinary Cleaning Services for the applicable year multiplied by the number of hours which, in the opinion of the Manager, are necessary to complete the Work shall be utilized. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

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) five percent (5%) 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 twenty-four (24) hours following the

receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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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 Meridian Management Corporation

Bidder's Address 818 A1A North, Suite 300

City, State, Zip Ponte Vedra Beach, FL 32082

Telephone No. (904) 285-3400 FAX (904) 280-9838

Email ehorne49@mmcor.com EIN# Exemption (1)

SIGNATURE [signature] Date 12/20/2012

Print Name and Title Elliott S. Horne, President

ACKNOWLEDGEMENT:

STATE OF: Florida

COUNTY OF: St. Johns

On this 20th day *of* December, 2012, personally came before me, Elliott S. Horne, 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

DAVID H. LEEDY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE075534
Expires 3/20/2015

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's 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)
Elliott S. Horne	President, Meridian Management Corp.	Exemption (1)
Donis P. Horne, Sr.	President, Americorp, Inc.	Exemption (1)

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 re-compute the Estimated Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.

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

f. The Total Estimated Three (3) Year 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".

PRICING SHEETS
EXHIBIT A
OPERATION AND MAINTENANCE SERVICE
YEAR ONE

Labor	Estimated Labor Hours	Hourly Rate	Estimated Year One Price
Project Supervisor:			
Straight Time Hours	8,320	$ 56.67	$ 471,494
Contingency Hours	400	$ 77.21	$ 30,884
Watch Engineer:			
Straight Time Hours	10,400	$ 55.31	$575,224
Contingency Hours	600	$ 75.17	$ 45,102
Electrician:			
Straight Time Hours	4,160	$ 50.86	$ 211,578
Contingency Hours	400	$ 68.49	$ 27,396
Maintenance Mechanic:			
Straight Time Hours	4,160	$ 50.86	$ 211,578
Contingency Hours	250	$ 68.49	$ 17,123

		Monthly Rate	Estimated Year One Price
Monthly Management Fee	12	$ 67,148	$ 805,776

ESTIMATED PRICE FOR OPERATION AND MAINTENANCE SERVICE – YEAR ONE (A1)* $ 2,396,155
(sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT B
OPERATION AND MAINTENANCE SERVICE
YEAR TWO

Labor	Estimated Labor Hours	Hourly Rate	Estimated Year Two Price
Project Supervisor:			
Straight Time Hours	8,320	$ 58.78	$ 489,050
Contingency Hours	400	$ 79.95	$ 31,980
Watch Engineer:			
Straight Time Hours	10,400	$ 57.42	$ 597,168
Contingency Hours	600	$ 77.84	$ 46,704
Electrician:			
Straight Time Hours	4,160	$ 52.82	$ 219,731
Contingency Hours	400	$ 70.96	$ 28,384
Maintenance Mechanic:			
Straight Time Hours	4,160	$ 52.82	$ 219,731
Contingency Hours	250	$ 70.96	$ 17,740

		Estimated Monthly Rate	Year Two Price
Monthly Management Fee	12	$ 68,294	$ 819,528

ESTIMATED PRICE FOR OPERATION AND MAINTENANCE SERVICE – YEAR TWO (B1)* $ 2,470,016 (sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT C
OPERATION AND MAINTENANCE SERVICE
YEAR THREE

Labor	Estimated Labor Hours	Hourly Rate	Estimated Year Three Price
Project Supervisor:			
Straight Time Hours	8,320	$ 60.54	$ 503,693
Contingency Hours	400	$ 82.35	$ 32,940
Watch Engineer:			
Straight Time Hours	10,400	$ 59.18	$ 615,472
Contingency Hours	600	$ 80.18	$ 48,108
Electrician:			
Straight Time Hours	4,160	$ 54.44	$ 226,470
Contingency Hours	400	$ 73.09	$ 29,236
Maintenance Mechanic:			
Straight Time Hours	4,160	$ 54.44	$ 226,470
Contingency Hours	250	$ 73.09	$ 18,273

		Monthly Rate	Estimated Year Three Price
Monthly Management Fee	12	$ 70,878	$ 850,536

TOTAL ESTIMATED PRICE FOR OPERATION AND MAINTENANCE SERVICE – YEAR THREE (C1)* $ 2,551,198 (sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT D
GENERAL CLEANING SERVICES
YEAR ONE

		Monthly Rate	Estimated Year One Price
Routine and Periodic Cleaning Lump Sum	12	$ 159,608	$1,915,296

Service	Estimated Quantity	Rate per Quantity	Estimated Year One Price
Thorough Cleaning of Elevators	180 Cabs	$ 18.00	$ 3,240
Thorough Cleaning of Escalators	110 Escalators	$ 140.00	$ 15,400
Thorough Cleaning of Water Coolers	52 Coolers	$ 18.00	$ 936

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year One Price
Strip/Refinish Vinyl Resilient Floor	7,000 sq.ft	$ 2.00	$ 14,000
Spray Buff Vinyl Resilient Floor	12,000 sq.ft	$ .18	$ 2,160
Machine Scrub and Rinse Concrete Floor/ Stair Surfaces	35,000 sq.ft	$ .18	$ 6,300
Machine Scrub and Rinse Terrazzo/ Porcelain Tile Surfaces	60,000 sq.ft	$ .18	$ 10,800
Spray Buff Terrazzo Floor	60,000 sq.ft	$ .18	$ 10,800
Pressure Clean Concrete Floor/Wall/Sidewalk	16,000 sq.ft	$ .35	$ 5,600
Wash and Rinse Various Floor Surfaces	56,000 sq.ft	$ .09	$ 5,040
Wash and Rinse Various Wall Surfaces	36,000 sq.ft	$ .09	$ 3,240
Dust/Damp Wipe/Clean Various Ceiling Surfaces	18,000 sq.ft	$ .09	$ 1,620

PRICING SHEETS
EXHIBIT D
GENERAL CLEANING SERVICES
YEAR ONE (continued)

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year One Price
Wash and Rinse Curtain Wall/Atrium/ Skylights/Elevators	42,000 sq.ft	$ .70	$ 29,400
Wash and Rinse Metal Glass Surfaces	6,000 sq.ft	$ .18	$ 1,080

TOTAL ESTIMATED PRICE FOR GENERAL CLEANING SERVICES – YEAR ONE (D1)* $ 2,024,912
(sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT E
GENERAL CLEANING SERVICES
YEAR TWO

		Estimated Monthly Rate	Year Two Price
Routine and Periodic Cleaning Lump Sum	12	$ 164,002	$ 1,968,024

Service	Estimated Quantity	Rate per Quantity	Estimated Year Two Price
Thorough Cleaning of Elevators	180 Cabs	$ 18.00	$ 3,240
Thorough Cleaning of Escalators	110 Escalators	$ 140.00	$ 15,400
Thorough Cleaning of Water Coolers	52 Coolers	$ 18.00	$ 936

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year Two Price
Strip/Refinish Vinyl Resilient Floor	7,000 sq.ft	$ 2.00	$ 14,000
Spray Buff Vinyl Resilient Floor	12,000 sq.ft	$ .18	$ 2,160
Machine Scrub and Rinse Concrete Floor/ Stair Surfaces	35,000 sq.ft	$ .18	$ 6,300
Machine Scrub and Rinse Terrazzo/ Porcelain Tile Surfaces	60,000 sq.ft	$ .18	$ 10,800
Spray Buff Terrazzo Floor	60,000 sq.ft	$ .18	$ 10,800
Pressure Clean Concrete Floor/Wall/Sidewalk	16,000 sq.ft	$ .35	$ 5,600
Wash and Rinse Various Floor Surfaces	56,000 sq.ft	$ .09	$ 5,040
Wash and Rinse Various Wall Surfaces	36,000 sq.ft	$ .09	$ 3,240
Dust/Damp Wipe/Clean Various Ceiling Surfaces	18,000 sq.ft	$ .09	$ 1,620

PRICING SHEETS
EXHIBIT D
GENERAL CLEANING SERVICES
YEAR TWO (continued)

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year Two Price
Wash and Rinse Curtain Wall/Atrium/ Skylights/Elevators	42,000 sq.ft	$ .70	$ 29,400
Wash and Rinse Metal Glass Surfaces	6,000 sq.ft	$ .18	$ 1,080

TOTAL ESTIMATED PRICE FOR GENERAL CLEANING SERVICES – YEAR TWO (E1)* $ 2,077,640 (sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT F
GENERAL CLEANING SERVICES
YEAR THREE

		Monthly Rate	Estimated Year Three Price
Routine and Periodic Cleaning Lump Sum	12	$ 169,753	$ 2,037,036

Service	Estimated Quantity	Rate per Quantity	Estimated Year Three Price
Thorough Cleaning of Elevators	180 Cabs	$ 18.00	$ 3,240
Thorough Cleaning of Escalators	110 Escalators	$ 140.00	$ 15,400
Thorough Cleaning of Water Coolers	52 Coolers	$ 18.00	$ 936

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year Three Price
Strip/Refinish Vinyl Resilient Floor	7,000 sq.ft	$ 2.00	$ 14,000
Spray Buff Vinyl Resilient Floor	12,000 sq.ft	$ .18	$ 2,160
Machine Scrub and Rinse Concrete Floor/ Stair Surfaces	35,000 sq.ft	$ .18	$ 6,300
Machine Scrub and Rinse Terrazzo/ Porcelain Tile Surfaces	60,000 sq.ft	$ .18	$ 10,800
Spray Buff Terrazzo Floor	60,000 sq.ft	$ .18	$ 10,800
Pressure Clean Concrete Floor/Wall/Sidewalk	16,000 sq.ft	$ .35	$ 5,600
Wash and Rinse Various Floor Surfaces	56,000 sq.ft	$ .09	$ 5,040
Wash and Rinse Various Wall Surfaces	36,000 sq.ft	$ .09	$ 3,240
Dust/Damp Wipe/Clean Various Ceiling Surfaces	18,000 sq.ft	$ .09	$ 1,620

PRICING SHEETS
EXHIBIT D
GENERAL CLEANING SERVICES
YEAR THREE (continued)

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year Three Price
Wash and Rinse Curtain Wall/Atrium/ Skylights/Elevators	42,000 sq.ft	$ .70	$ 29,400
Wash and Rinse Metal Glass Surfaces	6,000 sq.ft	$ .18	$ 1,080

TOTAL ESTIMATED PRICE FOR GENERAL CLEANING SERVICES – YEAR THREE **(F1)*** $ 2,146,652
(sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT G EXTRAORDINARY CLEANING SERVICES
YEAR ONE

Labor	Estimated Labor Hours	Hourly Rate	Estimated Year One Price
Policing/Cleaning	600	$ 33.52	$ 20,112
Snow Removal/ Flood Response	600	$ 50.28	$ 30,168
Porter Services	300	$ 33.52	$ 10,056
Bird Dropping Decontamination	250	$ 33.52	$ 8,380

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year One Price
Graffiti Removal	60,000 sq.ft	$ .35	$ 21,000

TOTAL ESTIMATED PRICE FOR EXTRAORDINARY CLEANING SERVICES - YEAR ONE **(G1)*** $ 89,716
(sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT H EXTRAORDINARY
CLEANING SERVICES
YEAR TWO

Labor	Estimated Labor Hours	Hourly Rate	Estimated Year Two Price
Policing/Cleaning	600	$ 34.49	$20,694
Snow Removal/ Flood Response	600	$ 51.74	$ 31,044
Porter Services	300	$ 34.49	$10,347
Bird Dropping Decontamination	250	$ 34.49	$ 8,623

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year Two Price
Graffiti Removal	60,000 sq.ft	$ .36	$ 21,600

TOTAL ESTIMATED PRICE FOR EXTRAORDINARY CLEANING SERVICES - YEAR TWO (H1)* $ 92,308
(sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT I EXTRAORDINARY CLEANING SERVICES
YEAR THREE

Labor	Estimated Labor Hours	Hourly Rate	Estimated Year Three Price
Policing/Cleaning	600	$ 35.50	$ 21,300
Snow Removal/ Flood Response	600	$ 53.25	$ 31,950
Porter Services	300	$ 35.50	$ 10,650
Bird Dropping Decontamination	250	$ 35.50	$ 8,875

Service	Estimated Square Feet	Rate per Square Foot	Estimated Year Three Price
Graffiti Removal	60,000 sq.ft	$ .37	$ 22,200

TOTAL ESTIMATED PRICE FOR EXTRAORDINARY CLEANING SERVICES - YEAR THREE (I1)* $ 94,975 (sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT J
INTEGRATED PEST MANAGEMENT SERVICES

YEAR ONE

		Monthly Rate	Estimated Year One Price
Monthly Lump Sum	12	$ 252	$ 3024

	Estimated Labor Hours	Hourly Rate	Estimated Year One Price
Additional Integrated Pest Management Services	100	$ 84	$ 8400

YEAR TWO

		Monthly Rate	Estimated Year Two Price
Monthly Lump Sum	12	$ 252	$ 3024

	Estimated Labor Hours	Hourly Rate	Estimated Year Two Price
Additional Integrated Pest Management Services	100	$ 84	$ 8400

YEAR THREE

		Monthly Rate	Estimated Year Three Price
Monthly Lump Sum	12	$ 252	$ 3024

	Estimated Labor Hours	Hourly Rate	Estimated Year Three Price
Additional Integrated Pest Management Services	100	$ 84	$ 8400

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE INTEGRATED PEST MANAGEMENT SERVICES (J1)* $ 34,272 (sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

PRICING SHEETS
EXHIBIT K
COMPENSATION FOR PARTS AND MATERIALS
AND
COMPENSATION FOR SUBCONTRACTORS

NET COST COMPENSATION FOR PARTS AND MATERIALS

Bidder shall insert a percentage and this percentage shall be firm for the three (3) years of the Contract and any Option Period thereafter.

Three (3) Year Estimated Amount*		Contractor's Percentage Mark-up/Mark-down		Estimated Net Total for Three (3) Years
$540,000.00	x	+/- 6.00% = $ 32,400	+ $540,000 =	$ 572,400

COMPENSATION FOR SUBCONTRACTORS

Bidder shall insert a percentage and this percentage shall be firm for the three (3) years of the Contract and any Option Period thereafter.

Three (3) Year Estimated Amount*		Contractor's Percentage Mark-up/Mark-down		Estimated Net Total for Three (3) Years
$360,000.00	x	+/- 6.00% = $ 21,600	+ $360,000 =	$ 381,600

ESTIMATED THREE (3) YEAR CONTRACT PRICE FOR PARTS AND MATERIALS AND SUBCONTRACTORS (K1)* $ 954,000
(sum of items above)

*Carry-Over Sum to Exhibit L – Price Summary

EXHIBIT L

PRICING SUMMARY

DESCRIPTION	
ESTIMATED PRICE FOR OPERATION AND MAINTENANCE SERVICE -YEAR ONE	(A1) $ 2,396,155
ESTIMATED PRICE FOR OPERATION AND MAINTENANCE SERVICE -YEAR TWO	(B1) $ 2,470,016
ESTIMATED PRICE FOR OPERATION AND MAINTENANCE SERVICE -YEAR THREE	(C1) $ 2,551,198
ESTIMATED PRICE FOR GENERAL CLEANING SERVICES -YEAR ONE	(D1) $ 2,024,912
ESTIMATED PRICE FOR GENERAL CLEANING SERVICES -YEAR TWO	(E1) $ 2,077,640
ESTIMATED PRICE FOR GENERAL CLEANING SERVICES -YEAR THREE	(F1) $ 2,146,652
ESTIMATED PRICE FOR EXTRAORDINARY CLEANING SERVICES -YEAR ONE	(G1) $ 89,716
ESTIMATED PRICE FOR EXTRAORDINARY CLEANING SERVICES -YEAR TWO	(H1) $ 92,308
ESTIMATED PRICE FOR EXTRAORDINARY CLEANING SERVICES -YEAR THREE	(I1) $ 94,975
ESTIMATED PRICE FOR INTEGRATED PEST MANAGEMENT SERVICES –THREE (3) YEARS	(J1) $ 34,272
ESTIMATED PRICE FOR PARTS AND MATERIALS AND SUBCONTRACTORS –THREE (3) YEARS	(K1) $ 954,000

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE

$ 14,931,844

(A1 + B1 + C1+D1+E1+F1+G1+H1+I1+J1+K1)

PRICES ARE FIRM FOR THE DURATION OF THE BASE TERM OF THE CONTRACT

4. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the clauses entitled "Wages and Supplemental Benefits" and "Health Benefits for Full-time Employees" required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

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

Nothing in the forms shall modify the requirements of the clauses entitled, "Wages and Supplemental Benefits" and "Health Benefits for Full-time Employees" or the terms and conditions of the subject Contract.

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLERK

YEAR ONE MINIMUM WAGE: $21.05

FULL-TIME EMPLOYEES FORM

ITEM# 1			
AVERAGE HOURLY DIRECT WAGES	$	39,574	
NUMBER OF EMPLOYEES		1	
ITEM# 2			
AVERAGE HEALTH BENEFITS			
HEALTH	$	6,500	
ITEM# 3			
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,852	11
VACATION ALLOWANCE	$	1,684	10 avg
SICK TIME ALLOWANCE	$	674	4 avg
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	50,284	sub total 1, 2 & 3
ITEM# 4			
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	3,752	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	91	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	
ITEM# 5			
AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	5,462	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	60,045	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLERK

YEAR ONE MINIMUM WAGE: $21.05

PART-TIME EMPLOYEES FORM

NOT USED

ITEM# 1		
AVERAGE HOURLY DIRECT WAGES	$ 21.05	
NUMBER OF EMPLOYEES	0	
ITEM# 2		
AVERAGE HEALTH BENEFITS		
HEALTH	$ -	
ITEM# 3		
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ -	
VACATION ALLOWANCE	$ -	
SICK TIME ALLOWANCE	$ -	
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY _____	$ -	
SUB TOTAL (ITEMS # 1,2,&3)	$ -	sub total 1, 2 & 3
ITEM# 4		
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ -	
N.Y.S.U.I./N.J.S.U.I.	$ 400	/person
F.U.I.	$ 56	/person
WORKER'S COMPENSATION	$ -	
GENERAL LIABILITY INSURANCE	$ -	
DISABILITY INSURANCE	$ -	
OTHER TAXES AND INSURANCE	$ -	
SPECIFY _____	$ -	
ITEM# 5		
AVERAGE ADDITIONAL COMPONENTS	$ -	#5 included in
(IF APPLICABLE)	$ -	management fee
VEHICLE/MTCE/FUEL	$ -	
UNIFORMS	$ -	
EQUIPMENT	$ -	
MATERIALS	$ -	
SUPPLIES	$ -	
RELIEF	$ -	
ROLL CALL	$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ -	
SPECIFY _____		
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$ -	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$ -	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex
CLEANING SUPERVISOR
YEAR ONE MINIMUM WAGE: $20.85

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$ 39,198	
NUMBER OF EMPLOYEES	1	

ITEM# 2

AVERAGE HEALTH BENEFITS		
HEALTH	$ -	

ITEM# 3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1,835	11
VACATION ALLOWANCE	$ 1,668	10 avg
SICK TIME ALLOWANCE	$ 667	4 avg
PENSION	$ 1,872.00	
WELFARE	$ 20,072.00	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY _____	$ -	
SUB TOTAL (ITEMS # 1,2,&3)	$ 65,312	sub total 1, 2 & 3

ITEM# 4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ 3,318	
N.Y.S.U.I./N.J.S.U.I.	$ 400	/person
F.U.I.	$ 56	/person
WORKER'S COMPENSATION	$ 1,414	
GENERAL LIABILITY INSURANCE	$ -	
DISABILITY INSURANCE	$ -	
OTHER TAXES AND INSURANCE	$ -	
SPECIFY _____		

ITEM# 5

AVERAGE ADDITIONAL COMPONENTS	$ -	
(IF APPLICABLE)	$ -	#5 included in
VEHICLE/MTCE/FUEL	$ -	management fee
UNIFORMS	$ -	
EQUIPMENT	$ -	
MATERIALS	$ -	
SUPPLIES	$ -	
RELIEF	$ -	
ROLL CALL	$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ -	
SPECIFY _____		
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$ 7,050	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$ 77,550	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex
CLEANING SUPERVISOR
YEAR ONE MINIMUM WAGE: $20.85

PART-TIME EMPLOYEES FORM

NOT USED

ITEM# 1			
AVERAGE HOURLY DIRECT WAGES	$	20.85	
NUMBER OF EMPLOYEES		0	
ITEM# 2			
AVERAGE HEALTH BENEFITS			
HEALTH	$	-	
ITEM# 3			
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	-	
VACATION ALLOWANCE	$	-	
SICK TIME ALLOWANCE	$	-	
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	-	sub total 1, 2 & 3
ITEM# 4			
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	-	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	-	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	
ITEM# 5			
AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	-	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	-	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLEANER

YEAR ONE MINIMUM WAGE: $15.20

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$	28,576	
NUMBER OF EMPLOYEES		21	

ITEM# 2

AVERAGE HEALTH BENEFITS

HEALTH

ITEM# 3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,338	11 each
VACATION ALLOWANCE	$	1,216	10 avg each
SICK TIME ALLOWANCE	$	486	4 avg
PENSION	$	1,872	
WELFARE	$	20,072	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	53,560	sub total 1, 2 & 3

ITEM# 4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$	2,419	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	1,031	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY	$	-	

ITEM# 5

AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	5,747	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	63,213	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLEANER

YEAR ONE MINIMUM WAGE: $15.20

PART-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$	5,691	
NUMBER OF EMPLOYEES		8	

ITEM# 2

AVERAGE HEALTH BENEFITS

HEALTH	$	-	

ITEM# 3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	268	2.2 pro rata
VACATION ALLOWANCE	$	243	2 pro rata
SICK TIME ALLOWANCE	$	122	1 pro rata
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	6,323	sub total 1, 2 & 3

ITEM# 4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$	484	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	206	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	

ITEM# 5

AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	747.00	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	8,215.70	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLERK

YEAR TWO MINIMUM WAGE: $21.63

FULL-TIME EMPLOYEES FORM

ITEM# 1			
AVERAGE HOURLY DIRECT WAGES	$	40,664	
NUMBER OF EMPLOYEES		1	
ITEM# 2			
AVERAGE HEALTH BENEFITS			
HEALTH	$	6,500	
ITEM# 3			
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,903	11
VACATION ALLOWANCE	$	1,730	10 avg
SICK TIME ALLOWANCE	$	692	4 avg
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	51,490	sub total 1, 2 & 3
ITEM# 4			
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	3,865	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	91	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY	$	-	
ITEM# 5			#5 included in
AVERAGE ADDITIONAL COMPONENTS	$	-	management fee
(IF APPLICABLE)	$	-	
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	5,590	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	61,492	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLERK

YEAR TWO MINIMUM WAGE: $21.63

PART-TIME EMPLOYEES FORM

NOT USED

ITEM# 1		
AVERAGE HOURLY DIRECT WAGES	$ 21.63	
NUMBER OF EMPLOYEES	0	
ITEM# 2		
AVERAGE HEALTH BENEFITS		
HEALTH	$ -	
ITEM# 3		
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ -	
VACATION ALLOWANCE	$ -	
SICK TIME ALLOWANCE	$ -	
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY	$ -	
SUB TOTAL (ITEMS # 1,2,&3)	$ -	sub total 1, 2 & 3
ITEM# 4		
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ -	
N.Y.S.U.I./N.J.S.U.I.	$ 400	/person
F.U.I.	$ 56	/person
WORKER'S COMPENSATION	$ -	
GENERAL LIABILITY INSURANCE	$ -	
DISABILITY INSURANCE	$ -	
OTHER TAXES AND INSURANCE	$ -	
SPECIFY	$ -	
ITEM# 5		
AVERAGE ADDITIONAL COMPONENTS	$ -	#5 included in
(IF APPLICABLE)	$ -	management fee
VEHICLE/MTCE/FUEL	$ -	
UNIFORMS	$ -	
EQUIPMENT	$ -	
MATERIALS	$ -	
SUPPLIES	$ -	
RELIEF	$ -	
ROLL CALL	$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ -	
SPECIFY		
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$ -	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$ -	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex
CLEANING SUPERVISOR
YEAR TWO MINIMUM WAGE: $21.42

FULL-TIME EMPLOYEES FORM

ITEM# 1			
AVERAGE HOURLY DIRECT WAGES	$	40,270	
NUMBER OF EMPLOYEES		1	
ITEM# 2			
AVERAGE HEALTH BENEFITS			
HEALTH	$	-	
ITEM# 3			
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,885	11
VACATION ALLOWANCE	$	1,714	10
SICK TIME ALLOWANCE	$	781	4
PENSION	$	1,872	
WELFARE	$	21,424	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	67,946	sub total 1, 2 & 3
ITEM# 4			
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	3,408	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	1,497	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	
ITEM# 5			
AVERAGE ADDITIONAL COMPONENTS	$	-	
(IF APPLICABLE)	$	-	#5 included in
VEHICLE/MTCE/FUEL	$	-	management fee
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	7,331	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	80,637	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex
CLEANING SUPERVISOR
YEAR TWO MINIMUM WAGE: $21.42

PART-TIME EMPLOYEES FORM

NOT USED

ITEM# 1		
AVERAGE HOURLY DIRECT WAGES		
NUMBER OF EMPLOYEES	0	
ITEM# 2		
AVERAGE HEALTH BENEFITS		
HEALTH	$ -	
ITEM# 3		
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ -	
VACATION ALLOWANCE	$ -	
SICK TIME ALLOWANCE	$ -	
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY	$ -	
SUB TOTAL (ITEMS # 1,2,&3)	$ -	sub total 1, 2 & 3
ITEM# 4		
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ -	
N.Y.S.U.I./N.J.S.U.I.	$ 400	/person
F.U.I.	$ 56	/person
WORKER'S COMPENSATION	$ -	
GENERAL LIABILITY INSURANCE	$ -	
DISABILITY INSURANCE	$ -	
OTHER TAXES AND INSURANCE	$ -	
SPECIFY	$ -	
ITEM# 5		
AVERAGE ADDITIONAL COMPONENTS	$ -	
(IF APPLICABLE)	$ -	#5 included in
VEHICLE/MTCE/FUEL	$ -	management fee
UNIFORMS	$ -	
EQUIPMENT	$ -	
MATERIALS	$ -	
SUPPLIES	$ -	
RELIEF	$ -	
ROLL CALL	$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ -	
SPECIFY		
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$ -	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$ -	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLEANER

YEAR TWO MINIMUM WAGE: $15.62

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$	29,366	
NUMBER OF EMPLOYEES		21	

ITEM# 2

AVERAGE HEALTH BENEFITS			
HEALTH	$	-	

ITEM# 3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,375	11 avg
VACATION ALLOWANCE	$	1,250	10 avg
SICK TIME ALLOWANCE	$	500	4 avg
PENSION	$	1,872	
WELFARE	$	21,424	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	55,786	sub total 1, 2 & 3

ITEM# 4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	2,485	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	1,092	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____			

ITEM# 5

AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	5,982	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	65,800	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLEANER

YEAR TWO MINIMUM WAGE: $15.62

PART-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$	5,848	
NUMBER OF EMPLOYEES		8	

ITEM# 2

AVERAGE HEALTH BENEFITS			
HEALTH	$	-	

ITEM# 3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	275	2.2 pro rata
VACATION ALLOWANCE	$	250	2 pro rata
SICK TIME ALLOWANCE	$	125	1 pro rata
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	6,497.92	sub total 1, 2 & 3

ITEM# 4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	497	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	218	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	

ITEM# 5

AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	767	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	8,435	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLERK

YEAR THREE MINIMUM WAGE: $22.23

FULL-TIME EMPLOYEES FORM

ITEM# 1			
AVERAGE HOURLY DIRECT WAGES	$	41,792	
NUMBER OF EMPLOYEES		1	
ITEM# 2			
AVERAGE HEALTH BENEFITS			
HEALTH	$	6,500	
ITEM# 3			
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,956	11
VACATION ALLOWANCE	$	1,778	10 avg
SICK TIME ALLOWANCE	$	711	4 avg
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	52,738	sub total 1, 2 & 3
ITEM# 4			
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	3,981	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	99	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	
ITEM# 5			
AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in management fee
(IF APPLICABLE)	$	-	
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	5,727	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	63,001	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLERK

YEAR THREE MINIMUM WAGE: $22.23

PART-TIME EMPLOYEES FORM

NOT USED

ITEM# 1		
AVERAGE HOURLY DIRECT WAGES	$ 22.23	
NUMBER OF EMPLOYEES	0	
ITEM# 2		
AVERAGE HEALTH BENEFITS		
HEALTH	$ -	
ITEM# 3		
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ -	
VACATION ALLOWANCE	$ -	
SICK TIME ALLOWANCE	$ -	
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY	$ -	
SUB TOTAL (ITEMS # 1,2,&3)	$ -	sub total 1, 2 & 3
ITEM# 4		
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ -	
N.Y.S.U.I./N.J.S.U.I.	$ 400	/person
F.U.I.	$ 56	/person
WORKER'S COMPENSATION	$ -	
GENERAL LIABILITY INSURANCE	$ -	
DISABILITY INSURANCE	$ -	
OTHER TAXES AND INSURANCE	$ -	
SPECIFY	$ -	
ITEM# 5		
AVERAGE ADDITIONAL COMPONENTS	$ -	#5 included in
(IF APPLICABLE)	$ -	management fee
VEHICLE/MTCE/FUEL	$ -	
UNIFORMS	$ -	
EQUIPMENT	$ -	
MATERIALS	$ -	
SUPPLIES	$ -	
RELIEF	$ -	
ROLL CALL	$ -	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ -	
SPECIFY		
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$ -	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$ -	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex
CLEANING SUPERVISOR
YEAR THREE MINIMUM WAGE: $22.01

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$	41,379	
NUMBER OF EMPLOYEES		1	

ITEM# 2

AVERAGE HEALTH BENEFITS			
HEALTH	$	-	

ITEM# 3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,937	11
VACATION ALLOWANCE	$	1,761	10 avg
SICK TIME ALLOWANCE	$	704	4 avg
PENSION	$	1,872	
WELFARE	$	21,424	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	69,077	sub total 1, 2 & 3

ITEM# 4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	3,502	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	1,584	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	

ITEM# 5

AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	7,462	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	82,080	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex
CLEANING SUPERVISOR
YEAR THREE MINIMUM WAGE: $22.01

PART-TIME EMPLOYEES FORM

NOT USED

ITEM# 1			
AVERAGE HOURLY DIRECT WAGES	$	22.01	
NUMBER OF EMPLOYEES		0	
ITEM# 2			
AVERAGE HEALTH BENEFITS			
HEALTH	$	-	
ITEM# 3			
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	-	
VACATION ALLOWANCE	$	-	
SICK TIME ALLOWANCE	$	-	
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	-	sub total 1, 2 & 3
ITEM# 4			
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	-	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	-	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	
ITEM# 5			
AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	-	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	-	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLEANER

YEAR THREE MINIMUM WAGE: $16.05

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$	30,174	
NUMBER OF EMPLOYEES		21	

ITEM# 2

AVERAGE HEALTH BENEFITS			
HEALTH	$	-	

ITEM# 3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	1,412.40	11
VACATION ALLOWANCE	$	1,284	10 avg
SICK TIME ALLOWANCE	$	514	4 avg
PENSION	$	1,872	
WELFARE	$	21,424	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	56,680	sub total 1, 2 & 3

ITEM# 4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$	2,554	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	1,155	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	

ITEM# 5

AVERAGE ADDITIONAL COMPONENTS	$	-	#5 included in
(IF APPLICABLE)	$	-	management fee
VEHICLE/MTCE/FUEL	$	-	
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	6,085	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	66,930	

BIDDER NAME: Meridian Management Corporation BID NUMBER: GS-21F-0111V

Air Train Terminal Complex

CLEANER

YEAR THREE MINIMUM WAGE: $16.05

PART-TIME EMPLOYEES FORM

ITEM# 1			
AVERAGE HOURLY DIRECT WAGES	$	6,009	
NUMBER OF EMPLOYEES		8	
ITEM# 2			
AVERAGE HEALTH BENEFITS			
HEALTH	$	-	
ITEM# 3			
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)			NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$	282	2.2 pro rata
VACATION ALLOWANCE	$	257	2 pro rata
SICK TIME ALLOWANCE	$	128	1 pro rata
PENSION	$	-	
WELFARE	$	-	
OTHER SUPPLEMENTAL BENEFITS	$	-	
SPECIFY _____	$	-	
SUB TOTAL (ITEMS # 1,2,&3)	$	6,677	sub total 1, 2 & 3
ITEM# 4			
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)			
F.I.C.A.	$	511	
N.Y.S.U.I./N.J.S.U.I.	$	400	/person
F.U.I.	$	56	/person
WORKER'S COMPENSATION	$	231	
GENERAL LIABILITY INSURANCE	$	-	
DISABILITY INSURANCE	$	-	
OTHER TAXES AND INSURANCE	$	-	
SPECIFY _____	$	-	
ITEM# 5			
AVERAGE ADDITIONAL COMPONENTS	$	-	
(IF APPLICABLE)	$	-	#5 included in
VEHICLE/MTCE/FUEL	$	-	management fee
UNIFORMS	$	-	
EQUIPMENT	$	-	
MATERIALS	$	-	
SUPPLIES	$	-	
RELIEF	$	-	
ROLL CALL	$	-	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	-	
SPECIFY _____			
AVERAGE GENERAL ADMINISTRATIVE COSTS OVERHEAD AND PROFIT	$	787	
TOTAL (ITEMS # 1, 2, 3, 4 & 5	$	8,661	

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ATTACHMENT C – SPECIFICATIONS

1. **Specific Definitions**

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

   "Facility" shall mean AirTrain Jamaica Terminal Complex.

2. **Work Required by the Specifications**

   These Specifications relate generally to the performance of the Operation, Maintenance, Repair, General Cleaning and Integrated Pest Management of the AirTrain Jamaica Terminal Complex.

   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.

   Summary of Scope of Work:
   The following is a summary of the scope of work to be performed. The full scope of work is set forth in detail in each specified Scope of Work in the sections below. The Authority desires to establish a single point of contact for all Operations, Maintenance, General Cleaning and Integrated Pest Management services and other services described herein, at the AirTrain Jamaica Terminal Complex. The Contractor shall perform all Work in strict accordance with the provisions of the Contract 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.

   A. **Facility Operations and Maintenance:**
   The Contractor shall provide all management, supervision, manpower, materials, supplies and equipment and shall plan, schedule, coordinate, and assure effective performance of all operations, maintenance and repairs of all Facility systems including, but limited to, mechanical, electrical, plumbing, architectural, structural, fire protection and security systems.

   B. **General Cleaning:**
   The Contractor shall provide janitorial and general cleaning service and snow removal services at the AirTrain Jamaica Terminal Complex, as depicted in the floor plans provided. The Contractor shall furnish all labor, supervision, uniforms, equipment, materials, supplies, training and other facilities necessary to provide the above mentioned services and shall do all other things necessary of proper therefor or incidental thereto.

   C. **Integrated Pest Management:**
   The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Program based on the Specifications stated herein. As part of this Program scheduled monitoring and inspection should be established to identify infested areas and allow an objective assessment of pest population levels. Monitoring and

inspection shall be continued throughout the duration of this Contract. The process, per the IPM Program, is based on surveillance and interpretation of data to estimate the pest population in a given area. This monitoring allows accurate decisions to be made on when control measures are needed, the type of control measure(s) selected, and the method of application. Control practices in an IPM program must extend beyond the application of pesticides to include, but not be limited to, structural baiting and trapping of rodents.

Authority of the Airport General Manager
Inasmuch as the public interest requires that the Work to which this Contract relates shall be performed in the manner which the Authority, acting through the Airport General Manager, deems best, the Airport General Manager shall have absolute authority to determine what is or is not necessary or proper for or incidental to the Specifications. In the exercise of this authority, he shall have power to alter the Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

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

The enumeration herein or elsewhere in the Specifications of particular instances in which the opinion, judgment, discretion or determination of the Manager shall control or in which manner the Contract shall be performed to this satisfaction or subject to his inspection, shall not imply that only matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and so performed.

Any approval by or on behalf of the Manager of any equipment, program, methods of procedure, or of any other act of thing done or furnished or proposed by the Contractor to be done or furnished in or in connection with the performance of the Contract shall be construed merely to mean that at that time the Manager knows of no good reason for objecting thereof, and no such approval shall release the Contractor from performance of the Contract in accordance with the Contract Specifications or from any duty, obligation or liability imposed upon it by the Contract or from responsibility for injuries to persons or damage to property. All

inspections are for the benefit of the Port Authority and not for the benefit of the Contractor.

B. Scope of Work

The Contractor shall provide all administrative, management, supervision, labor, materials, supplies, repair parts, tools and equipment; and shall plan, schedule, coordinate, inspect and ensure effective and economical completion of all work and services specified for the operations, maintenance, repair, general cleaning and custodial, integrated pest management, and related services specified in this Contract for the AirTrain Jamaica Terminal Complex.

Elevator, escalator, and moving sidewalk maintenance services are excluded from this scope of work. These services will performed by an existing Port Authority Elevator Maintenance Contractor.

Removal of trash and rubbish from the Facility to a certified landfill is also excluded from the scope of this Contract. An existing Port Authority Waste Management Contractor will perform this service.

I. Operation and Maintenance Services: Heating, Ventilation, Air Conditioning, Mechanical and Plumbing Systems

The Contractor shall subcontract for services to provide repair and maintenance of the Building Management System (BMS) and the Fire Alarm and Suppression Systems. Additionally, the Contractor shall replace and dispose of all air filters associated with the HVAC systems of the Facility. Additional services may be subcontracted at the discretion of the Contractor, subject to the written approval of the Manager.

A. The Contractor is directed to subcontract BMS Services to a subcontractor qualified and certified by Honeywell. The proposed subcontractor must have a minimum of five (5) years experience in the servicing of BMS's and must maintain a permanent office within fifty miles of the site of work. As a minimum, the proposed subcontract will address the following:

1. The subcontractor must be an authorized representative of Honeywell and have technicians qualified to perform maintenance and repairs on the Honeywell building management system installed in the Jamaica Terminal Complex.

2. Hardware Support - The subcontractor will perform scheduled maintenance services on the equipment covered under this Agreement. The subcontractor will repair or replace serviceable components and parts which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain the system. At the Contractor's/Authority's discretion, marginal components may also be repaired or replaced. All exchanged parts shall become the property of the Authority.

3. Software Support- The subcontractor will maintain the present system within the functional limitations of presently installed hardware. This may include providing software patches, upgrades, revisions and/or bug fixes to standards software that may be periodically created by the subcontractor to maintain present system operations. The subcontractor will provide documentation to operate all licensed software. The subcontractor must keep a current backup of the BMS, which would be used to restore the system if the system crashes.

4. Emergency Service - The subcontractor will provide emergency service twenty-four (24) hours per day, sever (7) days per week, all holidays included. The subcontractor will also provide a twenty-four (24) hour phone number where they can be reached. Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, the subcontractor will assess the situation either by phone or remote diagnostics or both and will determine with the Contractor/Authority the required course of action. If it is determined that a site visit is required, the subcontractor will arrive at the site within four (4) hours of the call.

5. Operator Training Support - To provide for the proper ongoing operation and improving application of the BMS by the Authority personnel, the subcontractor will conduct eight (8) hours of on-site training dedicated to operating and/or programming issues mutually pre-determined by the Authority and the Contractor.

6. Performance Review - A review of the Services provided within this Agreement will be performed by the subcontractor on an annual basis. The Contractor, the BMS subcontractor, and the Authority will discuss work performed since the last review, answer questions pertaining to service delivery, and identify opportunities to further improve performance of the equipment.

7. The BMS subcontractor's service technician shall make a minimum of one (1) service call per month for routine maintenance on the system. Service calls shall be made Monday - Friday (excluding holidays) on a mutually agreed upon day between the hours of 6:30 a.m. - 2:30 p.m. A service call must be a minimum of six (6) hours and not more than eight (8) hours, unless required by an emergency condition.

8. The subcontractor will document each service visit and furnish the Contractor's Resident Manager with a copy showing time, date, parts used (if any) and description of activity.

9. The subcontractor shall be available for Emergency calls, corrective maintenance, component replacement and all labor costs and material cost shall be included in monthly invoice with approval of the Manager.

10. The subcontractor will maintain, at the site, spare parts associated with the HVAC system: Parts include but are not limited to: Damper and Valve Actuators, 120:24VAC transformers, 120:12 -240:24 Transformers, Analog input and output Modules, Digital input and output Modules, Differential Pressure Transmitters, Temperature and Humidity Sensors.

B. The Contractor shall perform the operations, maintenance and repair functions associated with satisfactory operation and maintenance of the heating, ventilating, air conditioning, mechanical, control, and plumbing systems.

C. The Contractor shall perform, on a scheduled basis, the operational checks necessary to sustain an established operation and in addition, anticipate changes in operational requirements or equipment.

D. The Contractor shall accomplish the operation, maintenance and repair of:
   - Heating, ventilating, air-conditioning, mechanical, and plumbing systems with such precautions as may be necessary to protect all personnel from an unsafe condition.
   - All boilers and ancillary equipment in such a manner that requirements are satisfied in a safe and energy efficient manner.
   - All heating, ventilation and air conditioning systems, subsystems, components, associated pumps and all ancillary equipment, including but not limited to, cooling towers and fans, cooling tower piping, heating and ventilation fan units, cabinet and unit heaters, induction units, steam traps, expansion joints, piping supports, temperature, pressure and flow indicating devices.

E. The Contractor shall accomplish the operation, maintenance and repair of all plumbing systems and ancillary equipment. This includes but is not limited to:
   - Domestic cold water distribution system with connections to all fixtures and equipment requiring domestic water including water service connections, house pumps and water heaters, and plumbing fixtures.
   - Domestic hot water distribution system with connections to all fixtures and equipment requiring domestic hot water including water heaters, circulating pumps, balancing rigs, exhaust ducting and breaching, etc.
   - Fuel storage tanks, related pumping equipment, strainers, valves, gauges, piping and hose connections, and miscellaneous equipment.
   - Sanitary drainage and venting systems including all sewage ejectors and sump pumps.
   - Storm drainage systems and all related pumping equipment. Testing and certification of backflow preventers in accordance with the State of New York, Department of Health, Bureau of Public Water Supply Protection and the New York City Department of Environmental Protection.

F. The Contractor shall accomplish the operation, maintenance and repair of the complete gas distribution system including the connections to all gas fixtures

and equipment, gas service connections, gas metering equipment, etc.

G. The Contractor shall accomplish the operation, maintenance and repair of all heat tracing elements and related controls on piping systems located outside heated areas.

H. The Contractor shall accomplish the operation, maintenance and repair of all controls and interlocking control wiring, including, but not limited to, freeze protection devices and connections, indicator lights and internal fan equipment.

I. The Contractor shall accomplish the operation, maintenance and repair of the water treatment and pumping systems and make-up water conditioning systems.

J. The Contractor shall be compensated separately for consumables used in the accomplishment of the operation and maintenance of the heating, ventilating, air conditioning, mechanical, gas, control, heat tracing, and plumbing systems. Such consumables include, but are not limited to: fan belts, filters, gaskets and lubricants.

K. The Contractor shall establish written procedures, together with record keeping forms, both acceptable to the Authority, to assure the performance of the Operations and Maintenance functions identified herein. All records shall be furnished to the Authority on a timely basis as directed by the Authority. All records shall be the property of the Authority.

II. General Requirements/Building Systems

The Contractor shall establish and implement a Work Order Maintenance Program that embodies the elements of preventive and corrective maintenance, asset management and reliability centered maintenance. The Port Authority shall have remote access for monitoring work order status, trending of equipment repairs as well as for auditing purposes. This Program will include supporting programs such as, but not limited to, vibration analysis and oil analysis programs. A copy of this Program shall be provided to the Authority thirty (30) days after Contract award. Using this Program, the Contractor shall be responsible for the performance of all routine and scheduled maintenance, non-routine repair and maintenance, and emergency repairs required for continuous operation twenty-four (24) hours per day, seven (7) days per week (including holidays) of each of the components, subsystems, and systems identified.

The Contractor shall establish and maintain a "service call desk." This requirement can be fulfilled by maintaining a universal service call number that can be reached at any time via telephone. i.e., the clerk takes the calls during the normal business hours and the calls are forwarded to the Shift Supervisor on the off hours. The functions of this element include but are not limited to the following:

- Receipt of work requests from personnel assigned to or using the Facility.

- Notification to maintenance supervisors of work requests received.
- Data entry of received work requests into a Computerized Maintenance Management System (CMMS)
- Asset Management

The Contractor shall develop, in a stand-alone volume(s), and shall implement the maintenance schedule and procedures that supplement the minimum requirements for routine maintenance that may be stipulated in this contract. A copy of these maintenance procedures shall be submitted to the Authority for approval not later than thirty (30) days after Contract awward. The procedures shall include but are not limited to:

- A list of all equipment subject to maintenance and/or repair and segregated into three categories: run to failure; routine; and critical.
- Calibration requirements to include calibration standards equipment with traceability.
- Consumables to include lubricants, normal repair items, tools and support items required for the accomplishment of the established procedure for an item of Facility equipment.
- Maintenance performance standards.
- Operating parameters for the Facility equipment.
- Quality controls.
- Short, intermediate, and long term maintenance procedures.
- Tours by shift to determine the operational status and condition of the Facility equipment.

The Contractor shall be responsible for the performance of such Operation, Maintenance and repair necessary to sustain the warranty associated with any components, subsystems, and systems identified in the equipment list with no additional cost incurred by the Authority..

The Contractor shall prepare and submit reports stating the condition of all equipment along with recommendations for corrective actions that would improve the reliability, decrease maintenance and operating cost, or improve energy conservation. In addition, the Contractor shall make available, any information required or desired by the Authority regarding the maintenance, condition, operation, or recommendations for repair of all components, subsystems, and systems covered by this Contract. Reports and other data conveyed to the Authority will consist of two (2) copies (paper) plus one (1) copy in an electronic media acceptable to the Authority.

The Contractor shall maintain on site all reference materials including information on equipment warranties and guarantees acquired during the course of maintenance operations. Such information shall include but is not limited to: operations and maintenance manuals, catalog cut sheets, manufacturer's maintenance instructions, shop drawings, sketches, and sources of replacement parts or qualified service and technical assistance. All such information shall be the property of the Authority. The information shall be used by the Contractor as

part of the Contractor operation and shall be organized and maintained in an orderly fashion or system that supports the maintenance activity. Within thirty (30) days following Contract award, the Contractor shall provide the Authority with a list of the available reference material. Annually thereafter, the Contractor shall provide the Authority with a list of updates to the reference material. No reference material will be deleted or removed from the site without the approval of the Authority.

During the term of this Contract, the Authority may issue other contracts that result in upgrade or replacement of components, subsystems, and systems covered by this Contract. The Contractor shall support the Authority in the accomplishment of these other contracts and avoid interferences and disruption in continuity of operations of the components, subsystems, and systems.

The Contractor shall input data associated with each Operation, Maintenance, and repair activity into a network CMMS. The Contractor shall obtain such a CMMS to include one license for use by the Authority. Data input shall be accomplished within thirty-six (36) hours of the activity initiation and closure. Data will include, but is not limited to:

- All costs including labor
- Consumables used
- Equipment involved
- Labor hours
- Location of activity
- Repair parts used

The Contractor shall develop and implement plans for activities requiring unique or special handling, which shall be acceptable to the Authority. A copy of the plans will be provided to the Authority within thirty (30) days following Contract award.

These activities may involve and include, but are not limited to, the following:

- Airborne contaminants
- Chemicals
- Confined space
- Lockout/ Tag out
- Materials - vapor and liquid - under high pressure
- Petroleum products

Immediately upon the Contractor's discovery of any breakdown, malfunction or damage, or signs of disrepair in any item to be maintained hereunder, the Contractor shall:

- Place such "Out of Order" or warning signs as are appropriate and secure the equipment to prevent public use utilizing substantial barriers. Such signs shall be furnished by the Contractor and shall remain in place until

necessary repairs are completed; and

- Advise the Authority of the situation and immediate actions initiated.

All repairs and adjustments to the Facility systems are required to be made immediately. The Contractor's staff responding to calls is required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or materials within the period designated by the Manager but in no event later than four (4) hours following the Manager's concurrence that such labor and/or materials are required. Such delay in performing the repair shall require the approval of the Manager or his designee. Under no circumstances shall a system remain un-repaired or out-of-service for more than one hundred and twenty (120) consecutive hours.

III. Operation and Maintenance Services: Water Treatment

A. The Contractor shall perform the Operations, Maintenance and repair functions associated with satisfactory operation and maintenance of the water treatment systems.

B. The Contractor shall perform, on a scheduled basis, the operational checks necessary to sustain an established operation and in addition, anticipate changes in operational requirements or equipment.

C. The Contractor shall accomplish the Operations, Maintenance and repair of the water treatment system with such precautions as may be necessary to protect all personnel from an unsafe condition.

D. The Contractor shall accomplish the Operation, Maintenance and repair of the water treatment system for the condenser water, cooling tower and hot water heating systems and the boilers.

E. The Contractor will be provided with the technical assistance of a qualified water treatment consultant under an Authority multi-facility Contract. The Contractor shall assist the water treatment consultant in a review of the water treatment program and provide periodic reports not less than every month on said program along with any revisions to procedures recommended by the consultant.

F. The Contractor shall take water samples on a daily basis for the inlet water to boilers and for closed water systems at not more than every two (2) day interval. The Contractor shall furnish the Authority on a periodic basis not less than once each month a written report on findings and recommendations. Any unusual determinations will be highlighted and discussed in detail.

G. Application of the water treatment chemicals must be performed by a person possessing a valid Pesticide Applicators Certificate, Class7G issued by the NYSDEC. The Authority shall supply the chemicals for treatment or the Contractor will be compensated for the chemicals used in the water treatment

at this facility. All reports and records of application shall be recorded and be made available at the facility.

IV. Operation and Maintenance Services: Electrical Systems

A. The Contractor shall perform the Operations, Maintenance and repair functions associated with satisfactory operation and maintenance of the electrical systems.

B. The Contractor shall perform, on a scheduled basis, the operational checks necessary to sustain an established operation and in addition, anticipate changes in operational requirements or equipment.

C. The Contractor shall accomplish the:

- Operations, maintenance, and repair of the electrical system with such precautions as may be necessary to protect all personnel from an unsafe condition.
- Operation, maintenance and repair of the Facility electrical power distribution system; e.g., *480/277* and *208/120* Volt systems and systems utilizing other Voltage levels, including but not limited to all over current protection devices, wiring, conduit systems, switchgear, energy control and monitoring devices.
- Operation, maintenance and repair of the emergency generator, the emergency electrical distribution system, automatic transfer switches and related controls.

D. The Contractor shall accomplish the operation, maintenance and repair of all electric motors and controllers of the Facility, including, but not limited to components, subsystems and systems of the following:

- Domestic water pumps
- Fire pumps
- Heating, ventilating and air conditioning systems including fan motors, filter advance mechanisms, and controls
- Mechanical systems
- Miscellaneous motors.

E. The Contractor shall accomplish the operation, maintenance and repair of miscellaneous systems including, but not limited to:

- Aviation obstruction lighting
- Illuminated signs and directories
- Lightning protectors
- All interior and exterior lighting
- All miscellaneous electrical systems

F. The Contractor shall accomplish the operation, maintenance, repair and

relamping of all electrical lighting systems in accordance with the accepted maintenance and the furnishing and installation of the fluorescent lamps; including those contained in workstations, and ballasts as required to correct lighting fixture malfunctions. Relamping and cleaning of incandescent, high intensity discharge and fluorescent lighting fixtures shall be in accordance with the established schedule. All other relamping shall be performed on a spot basis; spot relamping shall be completed within forty-eight (48) hours of notification to the Contractor, unless otherwise permitted by the Authority.

G. The Contractor shall provide lamp and fixture materials for the accomplishment of spot relamping, which will be compensated or provided by the Authority.

H. The Contractor shall accomplish the relamping at hours when such will not interfere with the normal operations of the Authority.

I. The Contractor shall accomplish the relocation and installation of electrical branch and feeder wiring circuits and termination devices, lighting fixtures and other types of electrical consumption devices.

J. The Contractor shall accomplish the relocation of computer cabling for the Authority's teleprocessing equipment, terminals, and output devices.

K. The Contractor shall determine the root cause of failure associated with any repair. If the cause of the breakdown is determined to be the result of other than a system defect, e.g., leaks, improper installation, heat, moisture, etc. then the cause shall be reported to the Authority before continuing the repairs.

V. Fire Protection Systems

The Contractor shall subcontract for the services of a licensed/certified Fire Systems Maintenance firm. The subcontractor will furnish and supply all labor, supervision, administration, tools, equipment, supplies and materials, except as may be provided otherwise herein, necessary or proper for the Operation, Maintenance and repair of the Facility fire protection and sprinkler systems including the functions specified below. This shall include, but not be limited to, any chemical extinguishing systems on site. The subcontractor shall perform all testing of fire protection devices and fill out all the necessary forms as required by code. A copy of all forms shall be submitted to the Port Authority.

A. The Operation, Maintenance and repair of the complete fire standpipe and sprinkler systems for the Facility, including but not limited to, all piping, risers, valves, pipe heating cables; pumps and associated controllers, fire hoses and hose racks, Siamese connections and associated check valves, water meters, backflow preventers and water service equipment, drains and condensation collection devices, and ancillary equipment.

B. The Operation, Maintenance and repair of the complete dry pipe sprinkler system for the Facility including all piping, pipe hangers, pipe supports,

sprinkler heads, valves, including alarm check valves and dry pipe valves.

C. The Operation, Maintenance and repair of all heat tracing elements and related controls on piping systems located outside heated areas. Operation and maintenance of all drip drums on dry sprinklers shall increase as required during winter months.

D. The Operation, Maintenance and repair of all controls, panels, fire and smoke dampers and interlocking control wiring and for maintenance and repair of the smoke detection and alarm signaling systems.

E. The inspection, recharging and replacement of all portable and semi-portable fire extinguishing equipment required for Facility operations but exclusive of similar equipment utilized for other than Facility operations by various Authority operating units. The cost of recharging, replacement and hydrostatic testing of fire extinguishing equipment shall be reimbursed to the Contractor on a net cost basis. A log shall be maintained on-site to indicate frequency of testing and charging of portable extinguishing units.

F. The Contractor shall record all data relating to the maintenance of the machinery and equipment, and administer the maintenance program related thereto, including the preparation of appropriate maintenance work orders and Equipment Record Card forms.

G. The Contractor shall prepare and submit reports as directed by the Manager; stating the condition of all equipment along with any recommendations for corrective actions relative thereto which would improve the reliability, decrease, maintenance and operating cost, or result in energy conservation.

H. The Contractor shall maintain a sufficient quantity of specialized tools and replacement parts on site for the maintenance of the fire protection systems to include, but not be limited to spanners, wrenches, sprinkler heads of the proper temperature and type, fire hoses, Siamese connections and check valve components. The Contractor shall submit to the Manager or Chief Maintenance Supervisor a listing of all such equipment and supplies together with their location.

I. Replacement of all sprinkler or fire standpipe piping caused by deterioration or damaged due to freezing shall be considered as included in the Contractor's responsibilities and shall be performed by the Contractor, at no additional cost to the Authority.

J. The Contractor's Management, Operating and Maintenance personnel shall interface with the Contractor-provided subcontractor responsible for the aforementioned smoke detection and fire alarm signaling systems as necessary to assure proper operation of fire protections systems. This shall include, but not be limited to, any chemical extinguishing systems on site.

VI. Compliance with Fire Insurance Requirements

The Contractor shall observe, comply with and execute promptly the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the America Insurance Association, The Insurance Services Offices, National Fire Protection Association, and any other body or organization exercising similar function's which may pertain to or apply to the Contractor's operations hereunder. The Contractor shall not do or permit to be done any act which:

- Shall 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.
- Shall increase the rate of any fire insurance, extended coverage or rental insurance of the facility or any part thereof or upon the contents of any building thereon.
- Shall constitute a hazardous condition, in the opinion of the Authority to increase the risk normally attendant upon the operations contemplated by this contract.
- May cause or produce in the premises, or upon the facility any unusual, noxious, or objectionable smoke, gases, vapors, and odors.
- May interfere with the effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrant and hoses, if any, installed or located in or on the facility.
- 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.

VII. Operation, Maintenance and Repair Services: General Utility Maintenance

A. The Contractor, as directed by the Authority, shall also provide a variety of services in the mechanical, plumbing, electrical, structural, and general utility areas.

B. The Contractor, as directed by the Authority, shall provide services for accomplishment of maintenance, repairs, and other activities. This service may include, but is not limited to, the following:

- Disassemble, relocate, and reassemble office partitions, including telephone, power and office automation connectors and restoration of all surfaces to an acceptable condition.
- Erect barriers and rope off areas as required or directed by the Authority.
- Install safety matting as required during inclement weather.
- Log utility meter readings.
- Maintain a current reference and knowledge of the location of all electrical switches and circuit breakers and plumbing shutoffs and valves.

- Maintain all flagpoles and halyards.
- Maintain and repair sanitary napkin dispensers and disposals.
- Maintenance and repair of all interior and exterior expansion joints and appurtenances.
- Maintenance and repair of all miscellaneous and ornamental metal items, including chain link fence, steel ladders, deck drains, aluminum louvers, grilles and panels, guard rails, corner guards, crash barriers, fascias, soffits and skirt panels.
- Maintenance and repair of all roofing, waterproofing and weatherproofing items, including weather-stripping.
- Maintenance and repair of all stairways, including masonry stair treads, risers and landings and metal safety treads.
- Maintenance and repair of doors, including hollow metal doors, glass entrance doors, aluminum doors and roll up doors.
- Maintenance and repair of masonry, including brick, concrete block and granite block.
- Maintenance and repair or all roof drains, expansion joints, gutters, downspouts and skylights.
- Maintenance of miscellaneous caulking including but not limited to, all horizontal and vertical control and construction joints.
- On request, uncrate materials received by the Authority.
- Perform plumbing repairs as directed by the Authority including repairs required in restrooms and toilet areas.
- Refinish interior surfaces as required and repaint mechanical and electrical equipment, piping, and surfaces as required.
- Remove and replace broken glass and mirrors located in the Complex. .
- Remove and replace defective ceramic and resilient flooring materials, including vinyl type, quarry, and mosaic tile. All carpet tile repair and repair of a "minor" nature shall be made by the Contractor as part of this Scope of Work.
- Repair and maintain all vinyl, painted and tile wall surfaces.
- Repair and/or replace acoustical ceiling materials including ceiling tile, grid work, and hangers.
- Repair and/or replace defective hardware, including but not limited to door hinges and closers. Overhaul of door closers by authorized service vendors shall be performed by the Contractor on a net cost reimbursable basis upon approval of the Authority.
- Repair damaged roadways, ramps, and parking areas as required.
- Repair of any miscellaneous concrete items such as sidewalk, concrete decks, columns, etc., due to chipping, cracking or spalling.
- Repair of damaged architectural precast units, including patching to match existing finish.
- Set up holiday and special event displays, signs and posters, etc.

VIII. Elevators, Escalators, and Moving Sidewalks

The Contractor has no responsibility for the maintenance and operation of the elevators, escalators, and moving sidewalks, except as follows:

- Monitoring the condition, serviceability, and operability of the elevators, escalators, and moving sidewalks to ensure the traveling public is provided with a safe, efficient means of conveyance within the confines of the AirTrain Jamaica Terminal Complex.
- Respond to elevator, escalator, and moving sidewalk service complaints, malfunctions, and entrapments. Notify the elevator maintenance contractor for corrective action and notify the appropriate Port Authority personnel of actions taken.
- Entrapments are a priority, and the elevator maintenance contractor must be notified without delay. It is recommended that any evacuation of passengers from the elevator cars be performed under the direct supervision of elevator maintenance personnel, as their experience and expertise assure the resourcefulness necessary to cope with the various complex hazards that may arise. However, in the event of an emergency, time maybe of the essence in evacuating passengers, and waiting for elevator maintenance personnel may be impractical. Under emergency conditions, absent the presence of qualified elevator maintenance personnel, the passenger evacuation must be performed by personnel who are carefully selected and trained. In this situation, the Contractor should coordinate with the local authorities responsible for rescue operations, such as police or fire departments.
- Maintain sign-in/sign-out logs, and service call logs, and firefighter's service test logs.
- Provide the elevator keys necessary to the operation of the elevator system

XI. Integrated Pest Management

The Contractor will provide all the supervision, personnel, equipment, materials and all other things necessary to perform the services required by this Contract at Facility to provide (i) Integrated Pest Management Services for rodents and insects including but not limited to rats, mice and related species, urban wildlife including, but not limited to raccoons, skunks, rabbits, squirrels, bats, birds, woodchucks, and possums, all in accordance with the terms and conditions hereinafter set forth and attached hereto and (ii) consulting services to identify sanitation and structural deficiencies which may contribute to pest infestation.

The Contractor will provide a comprehensive Integrated Pest Management (IPM) Program based on the Specifications stated herein. As part of this Program, scheduled monitoring and inspection will be performed to identify infested areas and allow an objective assessment of pest population levels. Monitoring and inspection shall be continued throughout the duration of this Contract.

The process is based on surveillance and interpretation of data to estimate the pest population in a given area. This monitoring allows accurate decisions to be made on when control measures are needed, the type of control measure(s) selected, and

the method of application. Control practices in an IPM program must extend beyond the application of pesticides-to predominantly include structural and procedural modifications which establish physical barriers to pests, and reduce the food, water, and harborage available to them.

The Contractor, or a designated subcontractor, shall have a current and valid Pesticide Applicator Business Registration from the State of New York Department of Environmental Conservation (NYSDEC).

The Contractor, or a designated subcontractor, shall have had at least three (3) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of a Pesticide Applicator Business registered by the NYSDEC and have actually engaged in providing pest control management services to commercial or industrial accounts under Contract. The Contractor, or a designated subcontractor, may fulfill this prerequisite if the Contractor or subcontractor can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Pesticide Applicator Business have had a cumulative total of at least three (3) years in continuous experience immediately prior to the date of the submission of its bid in the management and operation of Pesticide Applicator Business, registered with the NYSDEC, actually engaged in providing pest control management services to commercial or industrial accounts under Contract during that time or have owned and controlled other NYSDEC Registered Pesticide Applicator entities which have actually engaged in providing such services during that time period.

The successful bidder shall be required to submit proof of such experience as indicated and also provide to the Facility, a Pesticide Applicator's Registration Number. Applicators holding a provisional certification are not acceptable.

Scheduling of Work:
The services required in this Contract call for an applicator to service each area described herein at the Facility once each month, unless otherwise specified herein, Monday through Friday, between the hours of 7:00 a.m. and 3:00 p.m., with the exception of emergency condition services, which may require an applicator to perform services hereunder twenty- four (24) hours per day, seven (7) days per week, including Saturdays, Sundays and holidays.

No work is to be performed outside these hours or on holidays unless permitted or directed by the Manager or his duly authorized representative.

The Contractor shall submit a work schedule detailing when each area will be serviced and the number of hours per week scheduled.

Scope of Work:
The Contractor shall use an Integrated Pest Management (IPM) program to control all insects and rodents at the Facility during the term of this Contract as follows:

A. The Contractor shall conduct a monthly service visit of the Facility areas listed in the Exhibit 4 herein once per month. The Contractor shall allow at least twenty-five (25) calendar days, but no more than thirty-three (33) calendar days to elapse between monthly service visits for the appropriate area specified herein. The cost of all materials, labor, equipment and supplies shall be included in the IPM Monthly Rate on the Pricing Sheets.

1. At the beginning of each service visit, the Contractor shall sign-in at the designated area and review the Complaint Log Book and initial all entries.
2. The Contractor shall provide, install and inspect all monitoring devices and bait stations used in this Contract and provide the Manager with a map of their locations.
3. At each service visit, the Contractor shall indicate directly, on each monitoring device and/or bait station, the date the inspection was performed.
4. At the conclusion of each service visit, the Contractor shall provide the Manager with an inspection report of each area noting any infestation, treatment used, unsatisfactory sanitation conditions, harborage conditions, and recommendations for corrective action. The Port Authority will be responsible for correcting any unsatisfactory sanitation condition or harborage areas noted on the inspection report.
5. In the event of infestation, the Contractor shall first use the least toxic methods which can include, but not be limited to the use of vacuums, glue boards or other non-toxic methods. If, in the opinion of the Contractor, pesticides must be used, the Contractor shall obtain the prior approval of the Manager.
6. In addition, the Contractor shall complete all Port Authority forms as required by the Manager at the conclusion of each service visit.

B. Periodically, the Manager may request the Contractor to treat areas other than those areas described in Exhibit 4. The Contractor shall visit and treat such areas within one (1) day of the Manager's request. This work shall be billed to the Port Authority at the applicable hourly price as quoted on the Contractor's Pricing Sheets. The cost of all materials, labor, equipment and supplies shall be included in the Hourly Unit Price quoted by the Contractor on the Contractor's Pricing Sheets. The hourly rate will begin upon the Contractor's arrival at the Facility to perform such services as determined by the Manager.

C. When the Contractor is requested by the Manager to perform a service visit in addition to the regular service visits required hereunder, for reasons other than the Contractor's poor performance, the Hourly Unit Price shall apply. The cost of all materials, labor, equipment and supplies shall be included in the Hourly Unit Price quoted by the Contractor on the Contractor's Pricing Sheets. The Contractor shall respond within one (1) day to such requests. The hourly rate

will begin upon the Contractor's arrival at the Facility to perform such services as determined by the Manager.

D. If a call-back is needed as determined by the Manager due to an infestation in an area under this Contract that the Contractor has inspected where no infestation, unsanitary condition and/or harborage areas were previously noted on prior service visits, the Contractor shall respond and treat the area within one (1) day to complete a call-back service visit. There shall be no charge for a call-back visit.

E. In the event the Manager has determined an emergency condition exists, the Contractor shall perform a service visit at the Facility within four (4) hours notice to the Contractor of such emergency. The hourly rate shall be used for this item of work. The hourly rate will begin upon the Contractor's arrival at the Facility to perform such services as determined by the Manager

Integrated Pest Management - Supplies and Equipment Supplied by the Port Authority

The Port Authority will make all reasonable required amounts of water available to the Contractor from such existing specific water system outlet and supplies as the Manager selects without cost to the Contractor for the water it consumes. All water shall be carefully conserved and protected from contamination through the use of approved backflow devices or air gaps.

Integrated Pest Management - Labor, Equipment and Material Supplied by Contractor

The Contractor shall furnish IPM services to the Port Authority during the effective period of this Contract and except as hereinafter specifically provided, shall at all times during such effective time period furnish all necessary labor, supervision, equipment, and materials necessary for the prompt and efficient performance thereof, whether such materials and equipment are actually employed in the furnishing of such services or whether incidental thereto.

All materials used by the Contractor must be Port Authority approved unless specifically authorized by the Manager and must be used in accordance with the manufacturers' instructions.

A. All equipment employed by the Contractor in furnishing services 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 wear, tear, mar or otherwise have a harmful effect upon the Facility. If at any time, in the opinion of the Port Authority, improper equipment is employed by the Contractor in furnishing services hereunder, the Contractor shall, upon written notice from the Manager, employ such equipment as may be specified in such notice or discontinue from use such equipment as may be specified in such notice, as the case may be.

B. 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. The Manager may, at any time and from time to time, take such samples of the Contractor's materials for laboratory analysis as he may require.

C. The Contractor shall furnish competent and adequately trained personnel to perform the services required of the Contractor under this Contract. Only a Certified Commercial Pesticide Applicator may perform extermination services at the Facility.

D. The Certified Commercial Pesticide Applicator is required to wear, and have operational, a pager at all times while conducting duties at the Facility.

Rodent Removal:
All dead and dying rodents found in accessible areas shall be removed and disposed of and all rodent burrows shall be filled in with soil by the Contractor during service visits or upon the request of the Manager at no additional cost within twenty-four (24) hours. In the event that noxious odors are present as a result of dead rodents, the Contractor shall apply an effective deodorizing agent approved by the Manager at no extra cost within twenty-four (24) hours.

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 Resident/Project Manager, Administive Assistant, 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, 2012. 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 2013, the employee's vacation benefits accrued in 2012 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 2012.

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

Clerk - $21.05 (per hour)

Cleaning Supervisor - $20.85 (per hour)

Cleaner - $15.20 (per hour)

Minimum Hourly Wage: Year Two

Clerk - $21.63 (per hour)

Cleaning Supervisor - $21.42 (per hour)

Cleaner - $15.62 (per hour)

Minimum Hourly Wage: Year Three

Clerk - $22.23 (per hour)

Cleaning Supervisor - $22.01 (per hour)

Cleaner - $16.05 (per hour)

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 Clerk, Cleaning Supervisor, and Cleaner, 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.

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:

   The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;

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);

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 Family Care.

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. Prevailing Wages

The Contractor shall provide (and shall cause all subcontractors to pay or provide) to his or her Project Supervisor, Watch Engineers, Maintenance Mechanics and Electricians (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed as determined by the Manager and notwithstanding that such rate may be higher than the rate in effect on the date of opening of the bids.

For the purposes of this Contract, the annual prevailing wage and supplements schedules for the work being performed under this contract are those published by the Bureau of Labor Law, pursuant to Labor Law §§220 and 230 and New York City Administrative Code §6-109 and located at the New York City Comptroller's website at http://www.comptroller.nyc.gov/bureaus/bll/schedules.shtm, for the locality and for the period of time in which the work is performed.

The provisions of this clause are inserted in this Contract for the benefit of such Project Supervisor, Watch Engineers, Maintenance Mechanics and Electricians, as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such Project Supervisor, Watch Engineers, Maintenance Mechanics and Electricians less than the rates of wages and supplements above described, such Project Supervisor, Watch Engineers, Maintenance Mechanics and Electricians shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he/she is entitled under this clause. If such Project Supervisor, Watch Engineer, Maintenance Mechanic and Electrician is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements)

such Project Supervisor, Watch Engineer, Maintenance Mechanic or Electrician shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any Project Supervisor, Watch Engineer, Maintenance Mechanic or Electrician, to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain Project Supervisor, Watch Engineers, Maintenance Mechanics or Electricians for the minimum hereinbefore described.

The Contractor's or Subcontractor's failure to comply with any provision of this numbered clause may be deemed as a substantial breach of this Contract.

6. Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing its services hereunder. Inclusion of materials or supplies on the Port Authority Approved Products List constitutes approval. The Port Authority may revise the list from time to time and at any time and it shall be incumbent upon the Contractor to obtain the most current list from the Engineering Services Division of the Engineering Department of the Port Authority.

The Contractor may propose the use of an alternate product or products to those on the Approved Products List, which product(s) shall be subject to review and approval by the Port Authority. The Contractor in performing its services hereunder may use any alternate product so approved by the Port Authority. Until such approval is given, only products on the Approved Products List may be used.

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 Work Site.

The Manager may, at any time, establish minimum inventories of materials, supplies and equipment to be maintained by the Contractor at the Site of the Work and the Contractor shall ensure that his inventories meet the levels so established and that all equipment is in proper working order at all times.

The Contractor shall satisfy the Manager prior to the commencement of the Contract that the materials, supplies, and equipment sufficient to support all Contract requirements are available as of the commencement date of the Contract.
Following is a list of suggested Contractor equipment. All items must be approved by the Authority prior to use.

Cleaning Equipment:

- Minuteman 55 gallon Wet/Dry Vacuum with attachments
- 20 gallon Wet/Dry vacuum with attachments
- (2) 36" Saber Cutter walk Behind Scrubber
- Tread Master Escalator Cleaner with Attachments
- 24" Dual Vac Tread Master Assembly to be 23"
- 32" Dual Vac Tread Master Assembly to be 31"
- 40" Dual Vac Tread Master Assembly to be 37"
- Mach 3 Air Blower
- Power Sweeper
- Billy Goat Push type vacuum
- One (1) Back pack vacuum with HEP A filter
- One (1) Upright vacuums (with attachments)
- (2) Lighting 20" High Speed Floor Burnisher
- (2) Storm 20" Floor Polisher
- (2) Portable Floor Dryers
- High Grout Hog with Universal STD Brush
- Grout Hog Solution Tank
- High pressure steam cleaner
- One (1) Commercial Grade Power / Pressure washer
- 20 foot Vertical Lift
- (2) Snow Blowers
- (2) Push Salt/Chemical Spreaders
- Manual equipment such as ice choppers, shovels, brooms, dust pans, etc.

In addition, the Contractor shall provide a Treadmaster escalator cleaning machine with attachments, or an Authority approved equivalent, equipped with forty-inch (40") brushes to fit standard sized escalator treads, thirty-inch (30") brushes to fit smaller escalator treads, all bags, and necessary cleaning supplies including an Authority-approved stain remover.

All equipment to be provided by the Contractor hereunder shall be kept at the Facility at all times during the term of this Contract. Wheeled equipment shall be of such size as to access elevators on platforms and shall be of a maximum length of forty-eight inches (48"), maximum width of thirty inches (30") and weigh less than one thousand pounds (1,000 lbs.). All equipment employed by the Contractor in furnishing services hereunder shall be of such quality as to accomplish the purposes of this Contract and the services to be furnished hereunder in such a manner so as not to wear, tear, mar or otherwise have a harmful effect upon the premises. If at any time, in the opinion of the Authority, improper equipment is employed by the Contractor in furnishing services hereunder, the Contractor shall, upon written notice from the Manager, employ such equipment as may be specified in such notice or discontinue for use such equipment as may be specified in such notice, as the case may be.

The Authority by its officers, employees and representative shall have the right at all times to examine 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 Authority may be obligated or have the right to do under this Contract or otherwise.

Toilet Tissue:

The following specification covers single ply toilet tissue in roll form to be provided by the Contractor: Toilet Tissue shall be white, unglazed, soft strong and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The Tissue shall be made of clean processed wood fibers. Edges shall be clean cut and not ragged and shall have no disagreeable odor either wet or dry. The tissue shall conform to EPA guidelines for recycled fiber of eighty-two percent (82%) recycled content of which a minimum of thirty-four percent (34%) shall be post-consumer. Tissue shall be in accordance with specifications and shall be uniform in color, trimmed with clear smooth edges (no protrusion of tissue beyond the core ends will be permitted); non-perforated to allow even flow of tissue and shall conform to levels of quality established herein.

The rolls of toilet paper shall be packaged in conformance with the manufacturer's standards for this product. Each roll shall be securely wrapped and each roll shall show manufacturer's name brand and number. The product wrapper shall remove freely from the tissue roll. Delivery shall be in unopened cartons for easy removal from delivery vehicle.

Physical Requirements of Roll Toilet Tissue:
Basic Weight (minimum) 10.5
Tensile Strength, dry 02. / inch 14
Absorbency (maximum) 25 seconds
Brightness (minimum) 78%
Toilet Tissue Dimensions: Each roll of tissue shall not be less than 2,200 linear feet and shall have a width of not less than 3-15/16 inches, with a diameter of 9.0 inches around the core. The core shall be approximately 3.0 inches (inside diameter).

Paper Towels

C-fold paper towels shall be made in accordance with industry practice with respect to holes, tears, wrinkles, cleanliness and foreign materials or dirt. Edges shall be cleanly cut and not ragged. Towels should dispense properly from the cabinet when loaded according to manufacturer's instructions. Towels shall have no disagreeable odor, either wet or dry. The towels should have a surface such as produced by creping or embossing. The C-Fold paper towels shall be furnished and delivered in cardboard packing cases. Each packing case shall show the manufacturer's name, brand name or number and production serial numbers.

Towels should meet the following range of paper specifications:

- Recycled Content: 40% Post-Consumer Waste
- Brightness: 78%
- Color: White
- Tensile Strength-Dry: 36 oz/inch (Average Both Directions)
- Tensile Strength-Wet: 9 oz./inch (Average Both Directions)
- Absorbency: 20 sec.

- Basic Weight Minimum 24lbs. and 34lbs. Maximum

Roll paper towels shall be made in accordance with reasonable industry practice with respect to holes, tears, wrinkles, cleanliness and foreign materials or dirt. Edges shall be cleanly cut and not ragged. Towels shall dispense properly from the cabinet when loaded according to manufacturer's instructions. Towels shall have no disagreeable odor, either wet or dry. The towels should have a surface such as produced by creping or embossing and should meet the following range of paper specifications.

- Recycled Content: 40% Post-Consumer Waste
- Brightness: 78%
- Color: White
- Tensile Strength-Dry: 36 oz/inch (Average Both Directions)
- Tensile Strength-Wet: 9 oz./inch (Average Both Directions)
- Absorbency: 20 sec.

	Minimum	Maximum
Roll Width	7-3/4"	8.25"
Linear feet/roll	420'	475'
Basic Weight	24lbs.	34lbs

The roll paper towels shall be furnished and delivered in cardboard packing cases. Each packing case shall show the manufacturer's name, brand name or number and production serial numbers.

7. **Management and Supervision**

The Contractor shall assign a Resident Manager whose presence at the Work Site is required during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding designated holidays and at such other times as the Manager may require. However, the Manager 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 Work Site 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 hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, materials, 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. Resident Managers and /or Supervisors cannot leave the facility during their respective shift without prior notification to and approval of the Manager. If the Resident Manager is absent for any reason, such as vacation or personal reasons, the Contractor is required to designate an individual to assume these responsibilities until the Resident Manager returns.

The Contractor shall provide supervisory personnel during all work hours sufficient to ensure adherence to the requirements of this Contract. At no time will the number of Supervisor(s) present be less than one (1). The Supervisor(s) shall be present seven (7) days per week, twenty-four (24) hours a day, including holidays. The Supervisor(s) shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager at the Facility, regarding the performance of the Work specified in the Contract and job inspection tours of the premises. Supervisor(s) will maintain a daily log which will be subject to review by the Manager at any time. The log will detail such items as planned work, work accomplished, significant happenings on the shift, i.e. vandalism, etc, and other activities that depict the activities during the respective shift.

No Resident Manager or Supervisor assigned hereunder shall directly perform the services required by this Contract.

All Resident Managers and Supervisors assigned hereunder shall be able to speak and write in the English language.

The Manager shall have the right to approve any Resident Manager or Supervisor proposed by the Contractor for assignment hereunder.

All Resident Managers and Supervisors assigned hereunder shall have at least ten (10) 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 ten (10) years prior experience with respect to such individual. The Contractor's Resident Manager and any Supervisor shall be provided by the Contractor with an Authority approved cellular phone and shall respond to the Manager within fifteen (15) minutes of receiving notice. The Contractor shall supply a cellular phone in proper working order for each Resident Manager, Duty Supervisor, Duty Watch Engineer, Duty Mechanics and Duty Electrician for their performance of the Work hereunder. Response time for answering phone calls shall be within ten (10) minutes.

Primary residence, cellular phone and alternate contact numbers of all supervisory personnel shall be made available to the Manager for use in emergency notifications and shall be updated whenever the information changes. These Supervisors shall devote their entire time to immediate supervision of the personnel performing the Operations and Maintenance and General Cleaning work required hereunder and they shall not be assigned to the performance of administrative tasks.

The cost for the Resident Manager shall be borne by the Contractor as a cost included in the Management Fee and shall not be separately billable hereunder.

8. Personnel Requirements

The Contractor shall furnish competent and adequately trained personnel to perform the Services required under this Contract. Before they are permitted to perform Services under this Contract, and from time to time during their performance of Services under this Contract if they are approved, the Manager will review with the Contractor the number, identification, qualifications, reliability and other background data of all workers, including any managerial and supervisory personnel employed in the performance of the Contract at the Work Site.

The Manager may increase or decrease the number of the Contractor's personnel at the site as well as the time worked by them and may direct the Contractor to reassign any personnel to perform similar work at other locations at the site, or to remove any personnel as may be necessary or desirable in the Manager's sole opinion for the operation of the Facility. The Manager shall make such adjustments to the Contractor's compensation as may be appropriate in each case pursuant to the clause of the Contract entitled "Extra Work and Compensation for Extra Work" and the provisions listed in the Contract.

If an employee does not perform the Services to be furnished in a proper manner and to the satisfaction of the Manager, the Contractor shall remove such employee and replace him or her within twenty-four (24) hours of being so notified in writing by the Manager, with a person satisfactory to the Manager. In addition, the Contractor shall not remove or transfer from the Work site any employee, whether or not he or she is to be replaced with another employee, without notifying and receiving the approval of the Manager.

A. The Contractor shall furnish competent and adequately trained and qualified personnel, as referenced in Staffing Descriptions, to perform the Work required hereunder. Maintenance shall be performed by Journeyman, Watch Engineers, Maintenance Mechanics and Electricians, competently supervised, who shall be qualified to keep the units adjusted and repaired and in proper operating condition. The Contractor shall provide a minimum of two (2) Journeyman Electricians. One Electrician will work the day shift five (5) days per week Monday through Friday 7 a.m. to 3 p.m. and one will work the swing shift five (5) days per week Monday through Friday 3 p.m. to 11 p.m., except for Holidays. These Electricians will also be on call nights and weekends and must respond within one (1) hour when called in.

B. The Contractor shall supply and maintain cellular phones for all Supervisors and Shift Watch Engineer to be utilized in performing maintenance activities under this Contract. Additionally, the Contractor shall provide two way radios for daily use by maintenance personnel. The Contractor shall provide the Authority with two (2) radios to assist in monitoring and managing this Contract. All Contractor employees shall have the ability to communicate in the English language to the extent necessary to comprehend oral or written directions and hold a current and valid driver's license. In addition, all employees shall pass OSHA annual medical clearance and fitness testing for personal respirators. The Contractor shall supply all employees who have passed the OSHA medical clearance and fitness test with

their own personal respirator.

C. The Contractor shall furnish maintenance personnel to perform the services under this Contract. None of the officers, agents, and employees, personnel or other Representatives of the Contractor shall be deemed employees of the Authority for any purpose. At any given time during the period this Contract is in effect, the Authority may determine the number of personnel under each category to be employed by the Contractor at the work site as well as the number of shifts per day. The Authority will give notice to the Contractor, and the Contractor shall obtain such number of personnel and be responsible for their indoctrination and training in the systems and procedures of the AirTrain Jamaica Terminal Complex and of this Contract.

D. The Contractor shall supply trained and qualified personnel for vacation relief of all personnel normally assigned to accomplish the activities of this Contract.

E. The Contractor shall prepare, maintain and have available for the Authority's inspection a personnel file for each person employed under this Contract. Such files shall include but not be limited to information relative to any disciplinary procedures or hearings, on the job injuries, absence records, tool issuance records and other such information as the Authority deems appropriate. No employee shall be permitted to work under this Contract without approval of the Authority.

F. The Contractor shall instruct its personnel and ensure that no gratuities, favors, or other things of value shall be solicited or accepted for any reason whatsoever from tenants, customers, or other persons using the Facility provided by the Authority.

Emergency Call-In Service

Emergency Call-in Service, which shall be available within two (2) hours of a request thereof by the Authority, shall include, but not be limited to:

- Any work of the type described in the "Specifications" which, in the sole opinion of the Authority, is necessary or desirable to be performed outside regular working hours.
- Investigation, operation, adjustment, or repair of any equipment stoppage or other operational problem which, in the sole opinion of the Authority cannot be routinely handled by the Contractor's personnel so that the equipment is restored to proper operation at the earliest possible time.
- Snow and Ice Removal / Flood Response.

In the event the Contractor is directed by the Authority to perform any Emergency Call-In Service as herein defined, the Contractor shall be compensated at the hourly call out contingency rate inserted on the Contractor's Pricing Sheets for actual hours worked. The Authority will not compensate the Contractor's personnel performing Emergency Call-In Service for travel time, tolls incurred, nor mileage.

9. Training Requirements

It shall be the responsibility of the Contractor to ensure that all employees performing the Work hereunder receive training as specified in the items below. The ongoing training program (referenced to herein as the "Training Program"), shall be conducted in English and the predominant language spoken by the Contractor's employees so as to be understood by the Contactor's employees and will focus on General Safety, Supervisory, Technical Skills, and Roadway Worker Protection.

Within one (1) month following the commencement date of this Contract, the Contractor shall submit a Training Plan for the Training Program hereunder to the Manager for approval and upon the Manager's approval of the Contractor's training plan, the Contractor shall implement said training plan that shall include but not be limited to the following:

- A list of all Supervisors and staff who will receive training and the type of training they will receive.
- The person or organization responsible for conducting the different training programs
- A training calendar indicating approximate dates during which different training sessions are planned. Unless noted otherwise or determined by the Manager, all required training hereunder shall be concluded within one (1) month of the Manager's approval of the Contractor's Training Plan.

A brief description of the requirements of the various components of the training program is as follows:

General Safety

The Contractor shall hold monthly general safety meetings (referred to herein as "General Safety Meetings") with its employees to remind the employees of general safety practices in the workplace, such as the proper use of gloves, goggles, wet-floor signs, cleaning equipment, etc. Such General Safety Meetings will not exceed one (1) hour each and will be conducted at no expense to the Authority. The Authority will provide space for such meetings to be held and will be available to offer instruction on the Authority-related subjects. The requirements of this clause are subject to the Manager's ongoing approval.

On a monthly basis, the Contractor shall provide the Manager with an outline of the dates and times General Safety Meetings will be held, the safety topics to be discussed, who will conduct meetings, and which employees will attend.

At the direction of the Manager or his or her designee, the Contractor shall have in place, within thirty (30) days of Contract award, an agreement for obtaining signage directed at improving workplace safety. The signage shall be posted in Contractor employee locker room areas, lunchrooms and offices and shall be changed quarterly and shall be at no additional cost to the Authority. The Authority has developed a list

of twenty-five (25) safety issues and practices, which the Contractor shall discuss with its workers on a periodic basis to emphasize and enforce the use of safety practices in the workplace.

Supervisory
The Contractor's Supervisors shall have training in basic Supervisory Skills, Labor Relations, Motivation, Team Building, and Managing People. The Contractor shall submit to the Manager a schedule for such supervisory training within thirty (30) days of Contract award. The required supervisory training shall be completed within. six (6) months of the Contract start date. Any newly hired or promoted Supervisors hereunder shall receive all such supervisory training within three (3) months of their appointment to such supervisory position. The Contractor may utilize subcontractors/consultants to conduct any portion of the supervisory training, and all supervisory training required herein shall be at no additional cost to the Authority.

Technical
The Contractor shall provide for its staff orientation and training (referred to herein as "Technical Training"), in the physical areas covered by the Contract, relative to routine and periodic work specifications, cleaning materials and their applications, proper use and maintenance of equipment, and any additional technical training that the Manager deems necessary. Such Technical Training will be at no cost to the Authority. The Contractor may utilize subcontractors/consultants to conduct any portion of the Technical Training.

The Contractor shall ensure that during the term of this Contract any and all new requirements for State and/or Federal Certifications are obtained in a timely manner. Upon written notice from the Manager, the Contractor's employees shall obtain the certifications and/or schedule any tests or training necessary for same within thirty (30) calendar days of such notice.

Roadway Worker Protection (RWP)
Each employee of the Contractor and its subcontractors, whose duties include working on or near the Long Island Railroad (LIRR) right of way, shall attend a Roadway Worker Protection (RWP) training session prior to performing such duties for the first time, and annually thereafter. The RWP training session, which normally lasts four (4) hours, shall be given by the LIRR, as required during the term of the Contract, and will be conducted in the English language.

Each work shift that involves work activities on or near the right of way shall begin with an RWP briefing of work site personnel, delineating the RWP measures and procedures to be used. The Contractor shall set aside a fifteen (15) minute period for the RWP briefing. The Railroad's Roadway Worker in Charge (RWIC) shall conduct the RWP briefing.

10. Routine, Periodic and Thorough Cleaning

The Scope of Work attached hereto enumerates those areas at the Site of the Work that 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 listed in the Scope of Work for Cleaning Areas, or other hours designated by the Manager.

Where the Scope of Work, or any other section of this Contract, sets forth any Work that 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 its obligations to perform such Work at the frequencies set forth in this Contract.

Subject to the provisions of the immediately preceding paragraph, the term "Frequency of Cleaning" refers to times per year and the following shall apply:

Frequency - 1/yr or 1x a year = Once each year, but the Contractor shall allow at least ten (10) Calendar months but no more than twelve (12) calendar months to elapse between cleanings.

Frequency - 2/yr or 2x a year = Two (2) times each year, but the Contractor shall allow at least five (5) Calendar months to elapse between cleanings.

Frequency - 4/yr or 4x a year = Four (4) times each year, but the Contractor shall allow at least eighty (80) Calendar days to elapse between cleanings.

Frequency - 6/yr or 6x a year = Six (6) times each year, but the Contractor shall allow at least fifty (50) Calendar days to elapse between cleanings.

Frequency - 12/yr or 12x a year = Once each month, but the Contractor shall allow at least twenty-five (25) Calendar days but no more than thirty (30) calendar days to elapse between cleanings.

Frequency - 24/yr or 24x a year = Twice each month, but the Contractor shall allow at least twelve (12) Calendar days to elapse between cleanings.

Frequency - 48/yr or 48x a year = Once a week, except for those four occasions per year during which a different cleaning operation to the same area is scheduled. The Contractor shall allow at least four (4) calendar days to elapse between cleanings for the weeks when this cleaning is required.

Frequency - 50/yr or 50x a year = Once each week except for those two (2) occasions per year during which a different cleaning operation to the same area is scheduled. The Contractor shall allow at least four (4) calendar days, but no more than seven (7) calendar days to elapse between cleanings.

Frequency - 52/yr or 52x a year = Once each week, but the Contractor shall allow at least four (4) calendar days, but no more than seven (7) calendar days to elapse between cleanings.

Scope of Work for Cleaning Areas:

A. Station Cleaning - Policing

This clause enumerates those stations at the Site of Work which are to be cleaned hereunder on a regular basis and sets forth for each station the days and times at which it is to be cleaned, the functions to be performed therein and the number of employees to be assigned thereto. Station cleaning shall be performed in full compliance with such requirements, in accordance with the provisions of this Contract, and in full compliance with all applicable United States Department of Labor Occupational Safety and Health Administration (OSHA) regulations and guidelines. Station cleaning shall be performed each day of the year including holidays.

Employees assigned to station cleaning shall work exclusively at the station to which they are assigned and shall perform the required cleaning services for the full shift specified and other duties as may be assigned by the Manager. Such employees shall not perform Periodic Work during their assigned station shift.

Station P1: 5:00 a.m. - 1:30 p.m.; Seven days per week including holidays; One (1) Worker.

Station P2: 1:00 p.m. - 9:30 p.m.; Seven days per week including holidays; One (1) Worker.

Areas include, but are not limited to; Sutphin Blvd. Lobby Jamaica Control Center (JCC), Sutphin Blvd Sidewalk, Stairway "D" Vertical Circulation Building (VCB), MTA Lobby (VCB) Atrium (VCB), Subway Mezzanine, 94th Ave. Lobby (JCC), 94th Ave. Sidewalk, 94th Ave. Island, 94th Ave. Roadway, Vestibule (JCC)

B. Duties During Continuous Policing

PROCEDURES

Policing of the vestibule, stairway, lobbies, escalators; and elevators shall consist of the following as a minimum: removal of gum and picking up all trash, litter, and cigarette butts, from floors, stairs, escalators, and elevators in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete mopping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Monitoring of elevator and escalator operational status. Reporting all lamp outages, elevator, and escalator deficiencies, and any other maintenance-related problem to the Manager. Maintaining all stainless steel surfaces in a clean, polished condition to the satisfaction of the Manager.

Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but not less than once per day.

Policing of the exterior sidewalks, island, and roadway shall consist of the following

as a minimum: removal of and picking up of all trash, litter and cigarette butts, etc.

Station P3: 5:00 a.m. - 1:30 p.m.; Seven days per week including holidays; One (l) Female Worker.

Station P4: 1:00 p.m. - 9:30 p.m.; Seven days per week including holidays; One (1) Female Worker.

Areas: 4th Floor All areas (VCB), Women's public restroom, Changing counter, Vestibules, Fare Zone, West end of Concourse, Airline Office(VCB).

C. Continuous Policing; Restroom Attendant

PROCEDURES

Policing of public restrooms shall consist of the following as a minimum: picking up and removal of all trash; emptying and relining of all trash containers as necessary; damp wiping and sanitizing wash basins, commodes, urinals, countertops, doors, ledges, vents, .dispensers and adjacent chrome fixtures; spot cleaning mirrors, spot washing walls; refilling all dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak-free. Restroom attendants shall provide continuous policing of public rest rooms assigned for their stations except during authorized lunch or break periods.

Policing of the vestibule, office areas, and concourse, shall consist of the following as a minimum: removal of gum and picking up all trash, litter, and cigarette butts, from floors and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, kiosks, turnstiles, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete mopping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc; reporting all lamp outages and any other maintenance-related problems to the Manager. Maintaining all stainless steel surfaces in a clean, polished condition to the satisfaction of the Manager. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but not less than once per day.

Station P5: 5:00 a.m. - 1:30 p.m.; Seven days per week including holidays; One (1) Male Worker

Station P6: 1:00 p.m. - 9:30 p.m.; Seven days per week including holidays; One (1) Male Worker

Areas: 4th Floor All areas (VCB), Men's public restroom, Stairway "C", Stairway "D", Service Lobby, Concourse excluding west end, Contractors Office Area.

Station P7: 5:00 a.m. - 1:30 p.m.; Seven days per week including holidays; One (1) Worker.

Station P8: 1:00 p.m. - 9:30 p.m.; Seven days per week including holidays; One (1) Worker.

Areas:
Subway Mezzanine: All areas including Elevators
Mezzanine Bridge All Areas including Elevators, Escalators, Moving walks, Kiosks and Stairs.
(8 elevators, 5 escalators and 2 moving walkways)

D. Station Cleaning - Policing and Thorough Cleaning

PROCEDURES
Thorough Cleaning

Thorough cleaning of vestibules, corridors, lobbies, stairways, and elevators consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces including terrazzo surfaces as necessary. Dust and damp wipe handrails, damp wipe and sanitize telephone units, drinking fountains, spot wash door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from stainless steel and glass surfaces, wash and rinse kiosks, remove graffiti from all surfaces, empty, damp wipe, and reline trash baskets. Cleaning of all elevators, interior and exterior surfaces (i.e. metal, glass, Formica), washing and sealing all floor surfaces, wire brushing all elevator saddles.

Thorough cleaning of escalators shall consist of the following as a minimum: cleaning and polishing of all surfaces whether stainless steel or glass, removal of dust, graffiti, stickers, and debris from between the ribs of stair treads, wire brushing and damp mopping all floor plates, degumming, damp wiping and polishing all stair risers, side walls, handrails and ledges, dusting and damp wiping railings, stainless steel trim and escalator side panels utilizing cleaning and polishing material approved by the Authority. The Treadmaster machine, or approved substitute, shall be run on at least one escalator per night for a minimum of thirty (30) minutes in accordance with an Authority approved schedule or as directed by the Manager. Barricades shall be placed at both top and bottom of each escalator and the machine shall be properly placed and secured on the Treads.

Station T l: 9:00 p.m. - 5:30 a.m.; Seven days per week including holidays; One (1) Worker.

Areas:

Sutphin Blvd. Lobby (JCC), Sutphin Blvd Sidewalk, Stair "D" (VCB), MTA Lobby (VCB), Atrium (VCB), Subway Mezzanine at and below grade, 94th Ave. Lobby(JCC), 94th Ave. sidewalk, 94th Ave. Island, 94th Ave. Roadway, Parcel "C" Loading Dock, 1st Floor Vestibule(JCC).

Station T2: 9:00 p.m. - 5:30 a.m.; Seven days per week including holidays; One (1) Worker

Area:
4th Floor (all VCB): Women's Public Restroom, Men's Public Restroom, Changing Counter Area, Vestibules, Fare Zone, Concourse, Stair "C" Stair "D", Service Lobby. Contractor's Office Area, Airline Ticketing and Office Area, PA Police Station.

Thorough Cleaning: Restrooms

The thorough cleaning of the restrooms shall consist of the following as a minimum: refilling all soap, towel, tissue and sanitary napkin dispensers; emptying all trash receptacles; removal and disposal of all partitions and dispensers, the washing and sanitizing of all exterior surfaces of commodes, urinals and wash basins, washing down and the sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the washing of wall surfaces, glass and ceiling as necessary, the cleaning of all mirrors, partitions, doors and wainscoting, the mopping and rising of all floor areas, and spot relamping as necessary. A solution of detergent/sanitizer/odor-counteracting materials shall be used for all cleaning and mopping operations.

Thorough cleaning of mezzanines, mezzanine bridges, vestibules, corridors, lobbies and stairways consist of the following as a minimum: machine scrubbing of mezzanine floor and mezzanine bridge floor on a daily basis, and sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces including terrazzo surfaces as necessary. Dust and damp wipe handrails, damp wipe and sanitize telephone units, drinking fountains, kiosks, spot wash door and wall surfaces , dust wall ledges and radiators and spot clean all smears and fingerprints from stainless steel and glass surfaces, remove graffiti from all surfaces, empty, damp wipe and reline trash baskets, spot clean fixtures as necessary.

Station T3: 9:00 p.m. – 5:30 a.m. Seven (7) days a week including holidays; two (2) workers
Areas:
Subway Mezzanine: All areas, (areas at and below grade, including elevators).
Mezzanine Bridge: All areas including elevators, escalators, moving walks, kiosks and stairs.
(8 elevators, 5 escalators and 2 moving walkways)

Periodic Cleaning

Periodic cleaning shall be performed by the Contractor in the areas and at the frequencies set forth below; however, such frequencies shall not include prior Work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. All work shall be conducted in full compliance with all applicable United States Dept. of Labor Occupational Safety and Health Administration (OSHA) regulations and guidelines. With the exception of glass cleaning, which shall be performed between the hours of 7:00 a.m. and 7:00 p.m., all periodic cleaning shall be performed between the hours of 9:00 p.m. and 5:30 a.m., unless otherwise determined by the Manager, and shall include the following:

Thorough Cleaning of Corridors, Stairways, Vestibules, Lobbies, and Elevators:

Two (2) days per week, Monday through Friday, excluding holidays, between the hours of 9:00 p.m. and 5:30 a.m. Changes in the frequency of cleaning may be directed by the Manager for some or all of the areas.

Areas with Room Numbers:
1st Floor: P.A. Security Office (VCB-110/112), Corridors (JCC-114), Stair "C"(VCB), Receiving (VCB-103), Service Lobby(JCC-105), Stair "A"(JCC), Stair "E" (JCC), Corridor (VCB/JCC-124), Vestibule (JCC-113), .
2nd Floor: Unassigned (VCB-202), Stair "C" (VCB), Stair "A" (JCC), Stair "E" (JCC), Service Lobby (JCC-203).
3rd Floor: Unassigned (VCB-302), Stair "C" (VCB), Stair "A" (JCC), Stair "E" (JCC), Service Lobby (JCC-303).
4th Floor: Stair "C" (VCB), Service Lobby (VCB-420), Stair "A" (JCC), Stair "E" (JCC).
Stair "D" (VCB), CSA Booth (VCB-437), Service Lobby (JCC-411),
5th Floor: Service Lobby (VCB-515), Service Lobby (JCC-507), Stair "A" (JCC), Stair "D" (VCB), Stair "E" (JCC).
6th Floor: Service Lobby (JCC-602), Stair "A" (JCC), Stair "E" (JCC).
7th Floor: Service Lobby (JCC-702), Stair "A" (JCC), Stair "E" (JCC).
8th Floor: Vestibule (JCC-801), Stair "A" (JCC), Stair "E" (JCC).
Estimated Square Feet: 13,925

Procedures:
Through cleaning of offices, vestibules, corridors, lobbies, stairways, and freight elevator consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floors and stair surfaces as necessary. Dust and damp wipe handrails, damp wipe and sanitize telephone units, drinking fountains, spot clean door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from stainless steel and glass surfaces, remove graffiti from all surfaces, empty, damp wipe and reline trash baskets, spot clean light fixtures. Vacuuming office and office areas, empting all wastebaskets and disposing of trash in appropriate area, emptying and damp wiping ashtrays, dusting all file cabinets, partitions, office equipment, furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture, fixtures, and glass partitions. Cleaning of freight elevator interior and exterior surfaces (i.e. metal, glass, formica), washing and sealing all floor surfaces, and wire brushing all elevator saddles.

Thorough Cleaning of Mechanical, Utility and Miscellaneous Rooms:

Once every three (3) months, Monday to Friday, excluding holidays, between the hours of 7:00 p.m. and 7:00 a.m., allowing at least eighty (80) calendar days between cleanings or as directed by the Manager.

Areas with room numbers:
Basement: VCB Utilities (VCB-001), Unassigned (VCB-003A), Meter Room (VCB-039), Mechanical Room (AHU's 7 & 8), Public Address Equipment Room (VCB-003), Trap Room (JCC-020).
2nd floor: Mechanical Equipment Room (AHU's J2 & J3).
5th floor: Main Mechanical Space (VCB-501), Mechanical Space "B" (VCB-503), Mechanical Space "C" (VCB-504)
Estimated Square Feet: 16,190

Procedures:
Thorough cleaning of mechanical rooms, utility rooms, and miscellaneous rooms consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping of all floor surfaces as necessary. Dust and damp wipe furniture; wash and rinse door and wall surfaces, dust wall ledges and radiators, remove graffiti from all surfaces, empty" damp wipe and reline trash baskets, spot clean light fixtures as necessary. Vacuum office and office areas, empty and damp wipe all ashtrays, dust all file cabinets, partitions, office equipment, furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions. Do not clean mechanical or electrical equipment.

Interior And Exterior Floor/Ground Surface Cleaning:

Prior to beginning any non-carpeted floor maintenance procedures, floors shall be swept, using a treated mop or cloth, then damp mopped.

Stripping and Refinishing all Vinyl / Resilient Tile Floor Surfaces:

Areas:
Basement: Service Lobby (JCC), Corridors (VCB/JCC)
1st Floor: P.A. Security Office (VCB), Corridors (VCB/JCC), Service Lobby (JCC).
2nd Floor: Service Lobby (JCC)
3rd Floor: Service Lobby (JCC)
4th Floor: Service Lobbies (VCB/JCC), Vestibule (VCB), CSA Booth (VCB), Contractors Office Area (VCB) Including Entrance Area, PA Police Office (VCB).
5th Floor: Service Lobbies (VCB/JCC)
6th Floor: Service Lobby (JCC)
7th Floor: Service Lobby (JCC)
Frequency of Cleaning 2x a Year. **Estimated Square Feet: 9,720**

Spray Buffing Vinyl/Resilient Tile Surfaces

Areas:
Basement: Service Lobby (JCC), Corridors (VCB, JCC)
1st Floor: PA Security Office (VCB), Corridors (VCB, JCC), Service Lobby (JCC)
2nd Floor: Service Lobby (JCC)
3rd Floor: Service Lobby (JCC)
4th Floor: Service Lobbies (VCB, JCC), Vestibule (VCB), CSA Booth (VCB), PA Police Office, Contractor's Office (VCB) including Entrance Area.
5th Floor: Service Lobbies (VCB, JCC)
6th Floor: Service Lobby (JCC)
7th Floor: Service Lobby (JCC)
Frequency 52x a year **Estimated Square Feet: 9,720**

Cleaning and Degumming of Concrete Surfaces with High Pressure Hot Water and Detergent:

Areas:
1st Floor: Sutphin Blvd Sidewalk, Subway Mezzanine at and below grade, 94th Ave. sidewalk, 94th Ave. Island
Mezzanine Bridge: Complete Floor (including Stairs)
Frequency of Cleaning 6x a year **Estimated Square Feet: 50,000**

Mopping, Scrubbing and Rinsing of steps, Landings and Risers Including Wiping of Handrails and Walls below Handrails:

Area:
Atrium: Stair "F" (VCB)
Basement: Stairs "A" (JCC), Stair "D" (VCB), Stair "E" (JCC)
1ST Floor: Stair "A" (JCC), Stair "C" (VCB), Stair "D" (VCB), Stair "E" (JCC), Receiving Area (VCB)
2nd Floor: Stair "A" (JCC), Stair "C" (VCB), Stair "D" (VCB), Stair "E" (JCC)
3rd Floor: Stair "A" (JCC), Stair "C" (VCB), Stair "D" (VCB), Stair "E" (JCC)
4th Floor: Stair "A" (JCC), Stair "C" (VCB), Stair "D" (VCB), Stair "E" (JCC)
5th Floor: Stair "A" (JCC), Stair "D" (VCB), Stair "E" (JCC)
6th Floor: Stair "A" (JCC), Stair "E" (JCC)
7th Floor: Stair "A" (JCC), Stair "E" (JCC)
8th Floor: Stair "A" (JCC), Stair "E" (JCC)
29 Stairways and Receiving Area - Frequency of Cleaning 24x a Year

Machine Scrubbing and Rinsing of Porcelain Tile Floor:
Subway Mezzanine (complete),
4th Floor: Women's restroom (VCB), Men's restroom (VCB), Changing Counter (VCB).
Frequency of Cleaning - 52x a year **Estimated Square Feet: 5,690**

Spray Buffing Terrazzo Floor Surfaces:
1st floor Atrium (VCB), MTA Lobby (VCB), Sutphin Blvd. Lobby (JCC), Vestibules (JCC).
4th floor Concourse (VCB), Fare Zone (VCB), Vestibule (VCB), Airline Ticketing (VCB)
Frequency of Cleaning – Daily **Estimated Square Feet: 20,325**

Strip and Reseal Terrazzo Floor Surfaces:

Areas:
1st floor Atrium (VCB), MTA Lobby (VCB), Sutphin Blvd. Lobby (JCC), Vestibules (JCC).

4th floor: Concourse (VCB), Fare Zone (VCB), Vestibule (VCB), Airline Ticketing (VCB).

Frequency of cleaning - 2x a year. **Estimated Square Feet: 20,325**

Degreasing of Parking Lots and Roadways:
Areas:
Parcel "C" Parking Lot, Parcel "C" Loading Docks, 94th Ave. Entrance Pavement(JCC)

Frequency of Cleaning - 2x a year **Estimated Square Feet: 26,400**

Sweeping of Parking Lots and Roadways:
Areas:
Parcel "C" Parking Lot, Parcel "C" Loading Docks, 94th Ave. Entrance Road (JCC).
Frequency of Cleaning - 52x a year **Estimated Square Feet: 26,400**

Wall Cleaning: Washing and Rinsing of Granite, Metal Panel, Porcelain Tile, and CMU Interior Walls Surfaces:

Areas:
1st floor Subway Mezzanine (complete), MTA Lobby (VCB), Sutphin Blvd. Lobby (VCB),
94th Ave. Lobby (JCC),
1st Floor Vestibules (JCC)
4th Floor Concourse(VCB), Fare Zone(VCB), Vestibule(VCB), Women's restroom (VCB), Men's restroom (VCB), Changing Counter (VCB), Airline Ticketing (VCB).
Frequency of Cleaning 24x a year **Estimated Square Feet: 18,810**

Basement Corridors (VCB/JCC), Stair "D" (VCB), Stair "A" (JCC), Stair "E" (JCC).
1st floor Receiving (VCB), Service Lobby (JCC)

2nd floor Service Lobby (JCC)
3rd floor Service Lobby (JCC)
4th floor Service Lobby (JCC)
5th floor Service Lobby (JCC)
6th floor Service Lobby (JCC)
7th floor Service Lobby (JCC)
8th floor Vestibule (JCC)
Frequency of Cleaning 2x a year **Estimated Square Feet: 13,410**

Ceiling Cleaning: Washing and Rinsing of Metal Panel/Painted Ceiling Surfaces:

Areas:
Subway Mezzanine Ceiling (complete),
1st Floor Vestibule (JCC)
2nd Floor Sutphin Blvd. Lobby (VCB), 94th Ave. Lobby (JCC).
4th Floor Concourse (VCB), Women's restroom (VCB), Men's restroom (VCB), Changing Counter (VCB), Airline Ticketing (VCB), Fare Zone (VCB).
Frequency of Cleaning 4x a year **Estimated Square Feet: 25,000**

Dusting and Vacuuming of Acoustic Ceiling Tile Surfaces including HVAC Supply and Return Diffusers:

Areas:
1st floor Corridors (VCB/JCC), PA Security Office (VCB),
2nd floor Service Lobby (JCC),
3rd floor Service Lobby (JCC),
4th floor Service Lobby(JCC), CSA Booth(VCB), Changing Counter (VCB), Contractor's Office (VCB),Vestibules(VCB), PA Police Office (VCB).
5th Floor Service Lobbies (VCB, JCC)
6th Floor Service Lobby (JCC)
Frequency of Cleaning 2x a year **Estimated Square Feet: 5,670**

Metal and Glass Cleaning: Washing and Rinsing of Curtain Wall - VCB Atrium.

Area:
VCB Atrium (exterior & interior), Curtain Wall
Frequency of Cleaning 2x a year **Estimated Square Feet: 70,550**

Washing and Rinsing of VCB Atrium Roof – Windscreens – Interior Walls – Elevator Hoistways (exterior):

Areas:
Atrium: Roof(VCB) (interior and exterior), Elevator Hoistway, Sutphin Blvd. Lobby Curtain Wall(JCC), 94th Ave. Lobby(JCC), Mezzanine Bridge: Elevator Hoistways, Subway Mezzanine(street level), Walls, Atrium Walls & Roof(interior & exterior),

Elevator Hoistways (exterior), Roof End Windscreens (both sides).
Frequency of Cleaning 2x a year **Estimated Square Feet: 44,800**

Washing and Rinsing of Elevator Hoistways (Interior):

Areas:
Atrium: Elevator Hoistways (interior), Mezzanine Bridge: Elevator Hoistways (interior), Subway Mezzanine (street level): Elevator Hoistways (interior).
Frequency of Cleaning - 2x a year. **Estimated Square Feet: 16,320**

Washing and Rinsing of Glass Screens-Guardrails-Escalator Balustrades-Escalator and Stair Side Walls:

Areas:
Atrium: Escalator Balustrades,
4th floor: Overlook Screens (VCB),
Subway Mezzanine: Escalator Balustrades (both sides),
Mezzanine Bridge: Stair/Escalator Screens (both sides), Escalator Balustrades (both sides), Stair Guardrails (both sides), Floor screens (both sides); Stair Screens (both sides).
Frequency of Cleaning – Daily **Estimated Square Feet: 29,590**

Washing and Rinsing of Stair and Escalator Side Walls:

Areas:
Mezzanine Bridge: Escalator Side Walls, Stair Side Walls.
Frequency of Cleaning - 4x a year **Estimated Square Feet: 4,900**

Cleaning and Sanitizing of Water Coolers:
Estimated Number of Units – Four (4)
Frequency of Cleaning - 4x a year

PROCEDURE

Internal Cleaning and Sanitizing:
1. Disconnect electric power to unit.
2. Remove empty water bottle from cooler.
3. Drain all water from cooler, (both hot and cold taps, if applicable).
4. Using a clean new sponge and a solution of 1 oz. Hypochlorite to two (2) gallons of water in a clean plastic pail, wipe inside of cooler wall to remove all stains, debris, algae, and other foreign substance.
5. Fill cooler well with fresh water from new bottle, replace bottle cap.
6. Add 1 oz. of Hypochlorite solution to water in cooler and agitate to disperse the chemical.
7. Draw one (1) cup of water from all taps, (both hot and cold as applicable).

8. Allow remaining solution to stay in well and line for at least ten (10) minutes before draining the solution completely.
9. Repeat instruction procedures #5, 6, 7 and 8, except add two (2) tablespoons of Sodium Bicarbonate to the water in place of Hypochlorite chemical.
10. After draining the Sodium Bicarbonate solution from the unit, rinse well by flushing with plain bottled water by repeating instruction #5 and then #3 before inserting new bottle.
11. Drain off approximately one (1) to two (2) quarts of water through spigot (both hot and cold
as applicable).
12. Drain off a cup of water - check for odor of "Clorox" - if present, repeat step #9. Repeat steps #9 through 12 until there is no odor of "Clorox."

Bottle Replacement

1. Wash hands with warm water and soap.
2. Wipe the reservoir contact portion of the bottle to prevent contamination from being introduced into reservoir of cooler. Avoid hand contact of cleaned area.

11. Staffing Requirements

A. Resident/Project Manager

The Contractor shall provide a Resident Manager, to be approved by the Manager, whose presence at the Facility is required between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays, and at any other hours or days, as may be required or approved by the Manager. The Resident Manager must be reachable at all times seven (7) days a week, including holidays.

The Resident Manager shall have a minimum of ten (10) years experience in facility and building management services. The Resident Manager shall possess a minimum of ten (10) year's experience in the management of maintenance activities for systems, equipment and components substantially comparable to the systems, equipment and components found at the Jamaica Terminal Complex work site, which the Contractor is obligated to maintain under this Contract.

The Resident Manager must be able to communicate effectively in writing and orally as well as have solutions to problems and make clear and succinct recommendations. He/She shall also command a work force to ensure productive results. He/She shall meet the following standards:

- To be familiar with all Contract requirements and to assure that they are properly performed.
- To be responsible for the performance of a qualified and reliable staff for all scopes of services.
- To evaluate all equipment and systems operationally and to provide the

Manager with a list of deficient items and recommendations for improvements/repairs.

- To maintain an effective energy conservation program.
- To carry out policies and procedures concerned with safety and work methods.
- To ensure that the on-site staff conforms to all applicable laws, ordinances, codes, and regulations.
- To establish a program for the acquisition storage and serviceability of all operating materials, tools and equipment.
- To be responsible for maintaining a high quality of service at minimum cost when subcontracting work that cannot be performed by on-site personnel.
- To maintain the work order system for the control and assignment of all routine and non-routine maintenance. This system is to include the work performed, where performed, personnel assigned and time and material estimates.
- To ensure that work responsibilities are allocated properly among staff by developing and implementing manpower schedules, and work methods and procedures designed to obtain low cost and efficient operations.
- To be responsible for the establishment of performance standards for each phase of work and for adherence to standard policies and quality levels.
- To regularly and systematically analyze the performance effectiveness of the scope of services and to initiate corrective action when necessary.
- To perform periodic preventive maintenance and safety inspections.
- The Resident Manager shall be responsible for all matters relating to the Contractor's management, administration and coordination of all the scopes of services provided for in the Contract. The Resident Manager shall be available, at the times specified in this clause, to the Manager or his or her duly authorized representative for the purpose of promptly attending to and complying with orders, and directions, whether written or oral, concerning the performance of work.
- If the Resident Manager does not perform in a proper manner and to the satisfaction of the Manager, then, upon written notice from the Manager the Contractor shall remove the Resident Manager and replace him or her with a Resident Manager satisfactory to the Manager.

The Contractor shall not remove the Resident Manager without the prior written approval of the Manager. The Resident Manager shall devote his or her time exclusively to his responsibilities in connection with the work to be performed under this Contract.

The Resident Manager's duties and responsibilities include:

- To implement all requests from the Manager for maintenance of the systems, equipment and components included in this Contract; supervise the Contractor's personnel on-site and coordinate the response of the Contractor's staff so as to ensure the prompt and efficient performance of repairs and services required under this Contract.

- To coordinate the activities of Contractor personnel for which the Contractor is responsible under this Contract, for the purpose of inspecting, maintaining or repairing the systems, equipment and components at the Work Site.
- To coordinate with the Manager the monitoring of the performance of said Contractor personnel and procedures, record and file such evidence of the inspection, maintenance and repair of such systems, equipment and components at the work site.
- To administer and coordinate all matters relating to the scope of services performed under the Contract.
- To handle any and all problems that might arise in the performance of the scope of services.

B. Operations and Maintenance (O&M) Project Supervisor

The O&M Project Supervisor is required to have a minimum of ten (10) years experience performing maintenance of architectural, mechanical, plumbing and electrical systems comparable to that at the work site.

Additionally, it is highly desirable that the O&M Project Supervisor possess the same qualifications as the Watch Engineer position requirements including licenses. A Project Supervisor shall be present seven (7) days a week twenty-four (24) hours a day (including holidays). The Project Supervisor will directly supervise journey-level and semi-skilled workers as well as cleaning personnel. This position requires implementation of various work schedules and performing follow up inspections as well a follow up report or work order.

Supervisory personnel shall mean only the Resident Manager and the O&M Project Supervisors assigned full-time to the Facility and physically located at the Facility site with the approval of the Manager. Specifically excluded under this definition are other of the Contractor's management personnel who may be concerned with the administration of this contract, or the supervision of contract administration or the supervision of personnel involved in recruitment, bookkeeping or other clerical work related to this contract, or any other person who may work away from the Facility site, either part-time or full-time.

The Contractor's O&M Supervisory staff shall all be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager. The workers, in turn, will receive their orders, directions and instructions from the Supervisory staff. It is the intent of this Section that the Port Authority, through its personnel, shall not be required to directly supervise workers. However, during emergency situations and in the absence of any of the Contractor's supervisory personnel, workers shall be instructed to receive, and put into effect, instructions directly issued by the Manager.

In the event the workers become unavailable to the Facility due to a strike or other reason, the Contractor is responsible to operate the mechanical systems and shall provide, to the limits of available man-hours, the mechanical system maintenance necessary to allow continued operation of the system.

The selection and placement of the Contractor's personnel shall be subject to the review and approval of the Manager. If any of the personnel do not perform the services to be furnished hereunder in a proper manner and satisfactory to the Authority, then, upon written notice from the Manager, the Contractor shall remove any such person and replace them with satisfactory personnel. As a corollary to this, the Contractor shall not remove any of its personnel employed at the Facility under this Contract and replace such personnel with others without the prior written approval of the Manager.

C. Cleaning Supervisor

The Cleaning Supervisor is required to have a minimum of five (5) years experience in the performance of functions similar to those which he/she is being assigned and the Contractor shall provide the Manager with such proof of prior experience, including references as the Manager may request.

The Cleaning Supervisor is required to work Monday through Friday (including holidays) during the hours of 9 p.m. to 5:30 a.m. The Cleaning Supervisor shall devote their entire time to immediate supervision of the personnel performing the policing, thorough cleaning and janitorial work required hereunder and they shall not be assigned to the performance of administrative tasks. Additionally, the Cleaning Supervisor will take all orders, directions and instructions from the Resident Manager and/or the O&M Supervisory staff. It is the intent of this Section that the Port Authority through its personnel shall not be required to directly supervise workers. However, during emergency situations and in the absence of any of the contractor's supervisory personnel, workers shall be instructed to receive, and put into effect, instructions directly issued by the Manager.

D. Watch Engineers

The required Watch Engineers shall be licensed refrigeration machine operators. Each of the Watch Engineers shall hold and maintain a Refrigeration Machine Operator's license (unlimited capacity) as issued by the City of New York Fire Department and a CFC Universal Certification as issued by the U.S. EPA. Each Watch Engineer must possess a Pesticide license as issued by the N.Y.S. DEC for cooling towers (7G). The Watch Engineers are required to have experience using a building management system (BMS).

Under the general supervision of the Resident Manager, the Watch Engineer makes alterations, operates, repairs, maintains, and installs new parts on heating systems, ventilating systems, refrigeration systems, air conditioning systems, air handling systems, low pressure boilers, fire protection systems, and various other utility systems, including the auxiliary equipment, pneumatic and electric controls, gauges, meters, alarms instruments, and devices.

The Watch Engineer trouble-shoots, tests and diagnoses problems in a variety of plant/facility systems and is responsible for the security and satisfactory operation of a plant/facility. On all the off tours, the Watch Engineer leads and monitors the work of lower journey-level and semi-skilled workers in the proper testing,

operating and maintenance of plant/facility systems and equipment.

The Watch Engineer must have a minimum of five (5) year's experience at operating and maintaining mechanical systems and equipment of similar type and capacity as those in the Facility.

Requirements in addition to licensing and experience above:

- High school graduate or possess a recognized high school equivalency certificate.
- Must have a valid driver's license.
- Extensive knowledge of plumbing, hot/cold water distribution; fire protection systems including wet/dry sprinkler and stand pipe systems; pumps; air compressors, water treatment; soldering, brazing and welding.
- Electrical experience including inspection, service and repair of 208/220 and 277/480 power distribution systems.
- Ability to read and understand mechanical drawings and specifications.
- Have a working knowledge of codes pertaining to mechanical systems and other related equipment.
- Demonstrated lead-man ability to supervisor and monitor work activities of lower journey-level and semi-skilled workers.
- Have the ability to write reports and fill out consumption reports and daily Plant log.

E. Maintenance Mechanic

Under the general supervision of the Resident Manager and/or the working supervision of the Watch Engineer, performs a variety of duties in the operation, maintenance, repair and alteration of facility systems and related auxiliary equipment. Duties may involve air conditioning and ventilation systems, pneumatic and electrical controls, high and low pressure boilers and additional duties including general building maintenance, testing and repairing fire protection systems.

The Maintenance Mechanic must have a minimum of three (3) years experience in the operation and maintenance of utility systems including high/low pressure boilers and related equipment. The candidate must be generally familiar with the same systems and equipment as listed under the Watch Engineer.

Other requirements:

- Must possess a Universal CFC Certification issued by the U.S. EPA
- High school graduate or possess a recognized high school equivalency certificate.
- Must have a valid driver's license.
- Must possess experience in the general structural maintenance field including the maintenance of:
  - Doors and door hardware
  - General Carpentry
  - Painted and tiled wall surfaces
  - Roofing and weatherproofing

- Other architectural furnishings
- Lighting system components
- Plumbing

F. Electrician

Under the general supervision of the Resident Manager, O&M Supervisor and/or the working supervision of the Watch Engineer will perform a variety of duties in maintaining, troubleshooting, repairing and installations/alterations of low and high voltage electrical systems.

The Electrician must have a minimum of five (5) years experience in maintain, troubleshooting, repairing and installations/alterations of electrical systems. The candidate must be completely familiar with basic principles and theory of electricity, trade practices, applicable codes, safety practices and precautions of the electrical trade.

Other Requirements:

- Must be a high school graduate or possess a recognized high school equivalency certificate.
- Must have a valid driver's license.
- Must not be colorblind.
- Maintains and repairs a variety of electrical equipment such as transformers, light and power systems, motors and motor starters, relays, switches, oil and air circuit breakers, solenoid valves, batteries and battery charging equipment, security and fire alarm systems, street/parking lot lighting, fans, HVAC and boiler controls. Inspects checks and troubleshoots defects in equipment.
- Installs conduit, cable, wiring and electrical equipment and fixtures in the alteration or extension of existing electrical systems. Runs extension of overhead and underground distribution systems, splices cable, installs motors, relays, protective, devices, light fixtures and similar components of electrical systems.
- Estimate materials and tools necessary for job
- Make emergency repairs to electrical systems, fire alarms, HVAC systems, etc.
- May perform other comparable related electrical work as required.

G. Cleaner

The Cleaner shall perform a variety of duties in the housekeeping/grounds keeping areas. Assigned tasks will be accomplished either independently or in the company of other higher level personnel as directed by supervision. Typical duties include, but are not limited to, the following:

- Sweeping, mopping, cleaning of office areas and restroom facilities or other areas as assigned.
- Emptying trash receptacles, window washing, grass cutting and snow removal as required.

- May be required to use and operate a variety of housekeeping, cleaning machines such as powered scrubbing/buffing/vacuum machines.
- May be required to move light office furnishings and supplies.
- Perform other related unskilled housekeeping and/or grounds keeping duties.
- The individual selected should:
  - Have knowledge of and be able to operate a variety of housekeeping/grounds keeping machines such as scrubbers and buffers and other powered gardening equipment.
  - Be physically able to perform lifting and pushing tasks as required.

H. Clerk

Under the general supervision of the Resident Manager, the Clerk shall perform work for the Contractors staff at the work site, which is necessary to assure that proper maintenance is provided, that personnel assignments are properly reported, and that the attendance of the personnel is assured. No work shall be performed by this Clerk relating to general administration of the contract such as recruitment, hiring of new personnel or the preparation of payroll and related records whether required for the Contractor's use or the Authority's use. The cost of Clerical personnel employed by the Contractor off the work site, regardless of whether such personnel perform work related to this Contract part time or full time, is not a reimbursable Contractor's expense.

The Clerk shall perform responsible and varied clerical and typing duties including:

•Preparation and maintenance of locally kept records including the preparation of work schedules and accompanying work orders.
•The set-up and maintenance of records relating to the maintenance and repair of. machinery, equipment, systems and components covered by this Contract.
•The preparation of any/all Authority-required reports related to the consumption of utilities including oil, gas, water and electricity.
•The participation in the implementation of an Authority-required maintenance program including the establishment of a comprehensive directory of maintenance procedures.
•The maintenance of all reference materials including operation and maintenance manuals, catalogs, etc.
•The preparation and maintenance of material, equipment and parts replacement purchase orders.
•Answering telephones and both taking and relaying messages

I. Approval of Staffing

The Contractor shall submit to the Manager within five (5) days after Contract award, a list of all workers it proposes to employ under this Contract. The list shall include the following: the name, address, work classification of each worker, all licenses and certifications, a brief outline of qualifications and experience and/or past employment history, shift or tour to be worked, and any other data which the Manager may require. Along with such submittal, the Contractor shall

submit a certification that each such employee is qualified to perform all of his anticipated duties under this Contract and meets all of the requirements provided for in the Specifications for their work classification. Once the Manager approves the list of workers, no change may be made without his/her approval.

The Contractor shall notify the Manager in writing of any changes in the terms and conditions of any and all wage rates of all the Contractor's personnel employed at the site.

All persons engaged by the Contractor for the performance of its obligations under this Contract shall be at all times the officers, agents, employees or representatives, as the case may be, of the Contractor, and not those of the Authority.

12. Approval of Equipment, Materials and Supplies

Wherever under this Agreement written direction or prior written approval or consent of the Port Authority is required, such direction, approval or consent may be at any time and from time to time be withdrawn or modified by written notice, at the sole discretion of the Port Authority.

13. Employee Uniforms and Appearance

Operations and Maintenance- The Contractor shall provide for its personnel all necessary ANSI approved safety shoes, distinctive uniforms, outerwear and coveralls with woven identification insignias of a type, style, and color subject to the prior and continuing approval of the Authority. The Contractor's personnel shall wear these uniforms and identification badges or insignia at all times while working at the facility: The Contractor shall assure that all personnel present a neat, clean and orderly appearance at all times, and that they shall also provide for all personnel all necessary safety equipment including but not limited to the following: ANSI safety shoes, hard hats, hearing and vision protection. Safety shoes must be worn at all times and all other safety items must be used as the work being performed dictates.

General Cleaning - The Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all times to the Manager's approval. In addition, the Contractor shall provide its employees with all foul weather gear appropriate for the performance of services hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests. The Contractor shall assure that all personnel present a neat, clean and orderly appearance at all times, and that their personnel shall have a minimum of five (5) changes of uniforms per week and that they shall also provide for all personnel all necessary safety equipment including but not limited to the following; ANSI safety

shoes, hard hats, hearing and vision protection. Safety shoes must be worn at all times and all other safety items must be used as the work being performed dictates.

The Contractor shall obtain for its employee's photo identification badges approved by the Authority. Photo identification badges shall be worn in a conspicuous and clearly visible position by all personnel of the Contractor whenever performing maintenance work under this Contract.

14. Breakdown, Malfunction or Damage

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be cleaned hereunder, the Contractor shall advise the Manager and shall place such "Out of Order" or warning signs as are deemed appropriate by the Manager. Such signs shall be furnished by the Authority and shall remain in place until necessary repairs are completed.

Property of the Port Authority

Upon the expiration or termination of the effective period under this Agreement, the Contractor shall deliver to the Port Authority all equipment, materials, supplies and other personal property supplied to it by the Port Authority or purchased or supplied by it for use in its operation hereunder and all such shall be returned in same condition as upon the acquisition, thereof by the Contractor, reasonable wear excepted. If any such equipment, materials, supplies and other personal property becomes defective or is lost, stolen damaged or destroyed by reason of the acts of omissions of the Contractor or its officers, agents, employees or representatives, the Contractor shall repair or replace the same, and the cost of such repair or replacement shall be borne by the Contractor without compensation or reimbursement from the Port Authority.

Damage to Port Authority Property

The Contractor shall promptly repair or replace any property of the Port Authority lost, destroyed or damaged by the operations of the Contractor hereunder. The Contractor shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

Replacement of Materials and Parts

The Contractor shall stock, keep and maintain in a stockroom assigned by the Manager that allows quick access in the station facilities, a sufficient supply of spare parts and materials, tools and other equipment as may be necessary to make replacements and repairs without delay. The Contractor shall stock at its own off-site Facility such parts and materials as may reasonably be foreseen as necessary for the performance of any maintenance or repair which must be commenced within four (4) hours of notice pursuant to the provisions of the Contract.

The Contractor shall first submit to the Authority for its approval the name of the item, the identifying number therefor, if any, the quantity needed, the name of the proposed supplier and the proposed purchase price or if supplied by the Contractor

the price that the Authority is to be billed therefore when it is necessary for the Contractor to replace any part or item of material during the performance of work under this Contract. The Authority will have the option of a) approving same; or b) supplying said material to the Contractor. The Manager, at his or her sole discretion, can require the Contractor to obtain three (3) bids for tools, equipment and/or materials required for work.

Port Authority Right to Inspect

The Port Authority shall have the right at any time, and as often as it may consider it necessary or desirable, to inspect vehicles, machines and other equipment used in the operations of the Contractor, and any services being rendered by the Contractor, and any other activities or operations of the Contractor hereunder. Upon request of the Port Authority, the Contractor shall operate or demonstrate any vehicles, machines or equipment owned by or in the possession of the Contractor on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on hereunder by the Contractor. Upon notification by the Port Authority of any deficiency in any vehicle or other machine or piece of equipment used by the Contractor in its operation hereunder, the Contractor shall immediately withdraw the same from service, and immediately provide a substitute satisfactory to the Manager until the deficiency is corrected. In the event of such permanent removal, the Contractor shall replace said removed vehicle with another vehicle meeting the requirements and specifications set forth herein as required herein.

15. Contractor's Vehicles – Parking – Licenses

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 Authority for the safety and convenience of persons who park automobile vehicles in any parking area at the Facility or for the safety and proper identification of such vehicles. The Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. The Authority shall have no responsibility of any kind whatsoever with respect to such vehicles including, without limitation, any responsibility for the loss, theft, destruction, or damage to said vehicle or any contents therein. No other rights or privileges in connection with parking of motor vehicles at the Facility are, or shall be deemed to be, granted to the Contractor under this Contract.

16. Site Specific Recycling and Trash Removal

All trash (whether solid or liquid) arising out of or in connection with the Contractor's operations hereunder shall be placed in a compactor to be provided by the Authority, at a location at the site of the work to be designated by the Authority, for collection and removal by others. No such trash shall be thrown, discharged or disposed of into or upon any land area or waterway surrounding or bounding the Facility.

Large debris such as wood pallets or furniture shall be carted away. Carting of such large debris shall be the sole responsibility of the Contractor. 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 throughout the Facility to conform to recycling requirements. The Contractor shall be responsible for breaking down cardboard for disposal in recycling dumpsters. The Contractor shall be responsible for the proper removal of waste oil or any hazardous/recyclable solids or liquids.

17. Scheduling of Work

The Contractor shall, during the term of this Contract with respect to all Periodic Work covered by the Contract, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three (3) month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three (3) month period, the dates and time of day when such Work will be done, the number of workers to be assigned to each shift, and such other information as the Authority may from time to time require, which report shall be subject to the continuing approval of the Manager. This report shall also be submitted on a computer disk using Excel or an Excel compatible spreadsheet program. The first such report covering the first three (3) months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three (3) month report shall be submitted by the Contractor at least twenty (20) days prior to the commencement of each such three (3) month period.

The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior approval of the Manager.

The Contractor shall, 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 the 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.

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.

18. Space Provided the Contractor

The Authority will furnish the Contractor, without charge, Room 133, an approximate four hundred (400) square foot space designed for general office use and Room 202, an approximate one thousand five hundred (1500) square foot space designed for office use. Lavatories and washroom facilities at the AirTrain Jamaica Terminal for the employees of the Contractor assigned to the AirTrain Jamaica Terminal Complex will also be available. The Authority will also provide a

janitorial closet on each floor of the VCB/JCC, as appropriate, as well as storage areas in various areas of the Facility. The Authority will provide space for the storage of the Contractor's cleaning equipment, materials and supplies such that the items stored may be secured. The Contractor shall at all times; maintain and clean these facilities and all fixtures, equipment and other appurtenances located therein, in an orderly and neat appearance as approved by the Manager. The Authority will provide to the Contractor one set of keys to the locked and/or secured areas of the Site of the Work as it deems necessary or desirable. The Contractor shall make all arrangements for personnel, equipment and material deliveries to the various areas of the Facility.

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. In such instances, the Authority shall be responsible for ensuring the security of the Contractor's supplies, materials, and equipment stored within the affected area.

19. 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 to or loss of property or injury to any person including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

The Contractor shall obtain and display at the work site, one copy of the Material Safety Data Sheet (MSDS) conforming to the requirements of Federal Regulations 29CFR 1910.1200(g) for each chemical utilized for work on this contract.

Within thirty (30) days after Contract award, the Contractor shall submit to the Manager, for review and approval, the Contractor's Safety Program. Said program shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know. It shall include, but not be limited to, the designation by the Contractor of a qualified individual who will administer such Safety Programs. The Contractor shall, at his own expense and as an included cost, train all cleaning services personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations. The

Contractor shall also provide red bio-hazard bags, gloves. Sharps containers, a bleach solution and any other items deemed necessary for the cleanup of medical waste at the facility.

Railroad Operations

Any work by the Contractor that affects operations must be coordinated with the Long Island Railroad (Railroad) Terminal Manager. The Contractor shall not endanger the operations of the Railroad, including its right-of-way, tracks, embankments, structures, rolling stock, signal systems, and other equipment and appurtenances. If any of the foregoing is endangered in any manner by or as a result of the performance of the Work, the Contractor shall take immediate action to restore operations to a safe condition. Should the Contractor fail to take immediate action, the Railroad may, at the Contractor's expense, take whatever steps it deems necessary to restore operations to a safe condition.

A. Railroad Safety and Operating Rules

The Contractor shall comply with the Railroad Safety Rules and Regulations, and the Operating Rules and Instructions of the Railroad. Such rules, regulations, and instructions shall be strictly observed. The Contractor's employees will not be allowed on the Railroad right-of-way until completion of Railroad safety training.

If work will be performed after sunset by either the Contractor, or the Railroad in support of the Contractor, the Contractor shall provide lighting which does not impede or hinder Railroad operations. Each working lighting arrangement shall be demonstrated for conformance at least forty-eight (48) hours in advance of its initial usage.

B. Equipment Grounding

The Contractor shall provide the necessary electrical, grounding system(s) to protect personnel and facilities. Each component of the Contractor's equipment which could potentially contact tracks, third-rail, signal cables, power cables, communication cables, or elevated structures shall be grounded. Rubber tired equipment shall be grounded from the frame of the equipment.

C. Ingress and Egress

Unless otherwise specified, the Contractor's ingress to and egress from the Work Site shall be by means of public streets and public right-of-way. If permitted, use of the Railroad yards or right-of-way shall be subject to track outage and fouling provisions of the Contract.

D. System and Utility Shutdowns

When the shutdown of a Railroad system, power feed, or utility is approved, the shutdown shall be performed by the Railroad. The Railroad shall notify the

Contractor when the shutdown has been completed, and work in that area may proceed.

Service Disruptions

E. Track Outage

A track outage shall be required when the Contractor's equipment, material, or personnel will be situated such that their position or reasonably possible activities could inadvertently violate the "intrusion envelope." The "intrusion envelope" is the space within six feet (6' - 0") of the vertical plane through the track centerline, and above top of tie to a height of sixteen feet (16'- 0") above top of rail.

F. Fouling of Track

A track shall be considered fouled when the track is not taken out of service by an approved track outage, and the Contractor's equipment, material, tools, or personnel violates, or under any possible condition could intentionally or inadvertently violate the "fouling envelope". The "fouling envelope" is the space within fifteen feet (15'- 0") of the vertical plane through the track centerline and projecting above top of the rail for twenty-two feet and six inches (22' - 6").

Any equipment, tools or apparatus, or piece(s) or part(s) of equipment, material, supplies or Contractors vehicle(s) placed , stored, lying or standing within five (5) feet of any rail or track, other than authorized transit over such track(s) is defined as, and shall be considered as "fouling the track", and is prohibited. The Contractor must notify the LIRR Terminal Manager in advance of any operation which could result in "fouling the track".

Except as otherwise specified, track outages and fouling of track by the Contractor shall be prohibited. If permitted, explicit written approval shall be obtained from the Railroad as a prerequisite for each track outage, and for each fouling of track.

The Railroad reserves the right to withhold or rescind approval of any requested track outage or fouling of track at its sole discretion.

Railroad Protective Labor

Subject to the conditions, limitations, and restrictions herein, the Railroad may permit fouling of tracks by the Contractor to facilitate the performance of the Work. Railroad Protective Labor shall be required whenever the Contractor conducts an operation which fouls the track.

The Railroad shall furnish Protective Labor at no cost to the Contractor for a total of one hundred and ninety (190) weekday shifts per year. The furnishing of Protective Labor shall not relieve the Contractor of any responsibility, and shall not relieve the Contractor of any liability.

Should a condition arise resulting directly from the Contractor's actions, whether planned or otherwise, that provokes a need for flag protection where alternatives

to achieve the Work do not exist, LIRR Terminal Manager must be notified immediately and Railroad protective labor will be provided to assure the conduct of safe railroad operations.

The Contractor shall comply with all instructions and directions of Railroad Protective personnel.

Upon warning of an approaching train, work activities shall cease, and materials, equipment and tools shall be placed in an idle position clear of the track structure. All personnel shall move clear of the track fouling envelope, where they shall remain until receiving a signal from Railroad Protective personnel that work may resume.

The Contractor shall notify the Railroad of its need for Protective Labor at least two (2) working days in advance of such requirement. The Contractor shall not proceed until the required Protective Labor is in position at the work area.

If the Contractor cancels a planned operation for which Protective Labor has been arranged, it shall notify the Railroad no later than twenty-four (24) hours prior to the operation. Failure to provide such notification shall result in the assessment of a charge for the requested Protective Labor.

Safety Equipment for Protective Labor Personnel

At the start of each tour of duty, the Contractor shall issue hard hats and safety vests to Railroad-assigned Protective Labor personnel who need such safety equipment. The Contractor shall recover same at the end of each tour of duty.

The Contractor shall obtain, free of charge, twenty (20) hard hats, twenty (20) safety vests, and twenty (20) air horns with refills from the Railroad's Stores Department, located at its Hillside Facility, 93-59 183rd Street, Hollis, New York. The Contractor shall surrender the Safety Equipment Withdrawal Voucher to the Stores Department stockman, who shall release the hard hats, vests, and air horns to the Contractor.

The Contractor shall obtain replacements from the Railroad Stores Department as necessary to maintain a minimum of fifteen (15) available hard hats, vests and air horns at all times. Replacements will be charged at $20.00 per hard hat, $25.00 per vest, and $25.00 per air horn. The Contractor shall not be responsible for requiring Protective Labor personnel to wear hard hats and vests.

20. Extraordinary Cleaning Services

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform those Extraordinary Cleaning Services at the unit prices inserted by the bidder in the Pricing Sheets 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 services in additional areas. It shall also include work frequencies beyond the minimums set forth herein when the Manager determines that such additional frequencies are required due to special events or other circumstances out of the ordinary. The Manager's request must specifically identify the work as Extraordinary Cleaning before such unit prices are payable.

Extraordinary Cleaning services include, but are not limited to the following:

- Loading and unloading delivery trucks
- Setting up displays for special events
- Responding to and alleviating flooding occurrences, especially in lavatories and public areas
- Moving material and equipment from one location to another
- Delivering trash to dumpsters
- Cleaning areas that may have been occupied by homeless
- Removing liquid and / or grease spills on platforms

Doing all other things necessary or proper as directed by the Manager, to ensure a clean, sanitary condition at the Work Site, including, but not limited to cleaning areas affected by passenger illness.

Graffiti Removal Services
The Contractor shall provide for additional cleaning and janitorial personnel, if necessary, as required by the Manager for graffiti removal from all surfaces, both interior and exterior, at the Facility. Graffiti shall be removed within one (1) hour of notification unless a longer period of time is approved by the Manager.

The payment for this item shall be determined using the unit price inserted by the Contractor on the Pricing Sheets as the rate for Graffiti Removal. The hourly rate shall include all equipment, materials, labor and supplies.

Bird Dropping Decontamination
From time to time, the Manager may request the removal of pigeon or other bird droppings from areas at the Facility. This work is to be performed within forty-eight (48) hours of the Manager's request. The payment for this item shall be determined using the unit price inserted by the Contractor on the Pricing Sheets as the rate for Bird/Pigeon Dropping Decontamination. The hourly rate shall include all equipment, materials, labor and supplies.

All reasonable required amounts of water will be made available to the Contractor from such existing specific water system outlets and supplies as the Manager may select without cost to the Contractor. All water shall be carefully conserved and protected from contamination.

Procedure:

Decontaminate dry solid bird droppings, using working germicide solution approved in advance by the Authority which shall be thoroughly mixed with droppings to a paste-like consistency, and allow to react for at least one (1) hour.

After decontamination, the droppings shall be scooped or scraped into a plastic bag that contains a small amount of Authority-approved germicide solution and the affected area left to air dry. The bagged droppings shall be sealed and placed in a dumpster.

Note: Care shall be taken by the Contractor to ensure that all wet areas do not become a safety or slip hazard and that all are dry to the satisfaction of the Superintendent.

CAUTION:
Bird droppings may contain fungal spores and other infectious agents. **Under no circumstances** shall sweeping or dry removal of droppings be undertaken, as this will aid in the possible dispersal of spores. It is required, for the protection of workers removing the droppings, that they wear shoe covers, dust masks, waterproof gloves, head covers, and other protective equipment necessary to perform their duties.

Snow Removal / Flood Response:

The Authority requires that, as and when necessary, the Contractor shall completely and expeditiously remove any and all snow, ice, sleet and/or flooding from such exterior areas of the Site of the Work and that the Contractor shall at all times keep all such areas clean, accessible and free from further accumulations. The responsibilities of the Contractor to remove all snow, ice, sleet and/or flooding under the Contract shall arise in each instance upon the commencement and/or notification of snow, ice sleet and/or flooding activity in the designated areas or upon the accumulation of snow, ice, sleet and/or flooding in the exterior areas of the Site of Work described herein. If required, the Contractor shall provide supplemental labor and equipment to facilitate and perform the early and complete removal and accumulation of such snow, ice, sleet and/or flooding from all designated exterior areas. Exterior areas shall include, but shall not be limited to, designated sidewalks, pedestrian crosswalks, building entrances, bus accesses, designated roadways and parking lots, interior areas, including all portions of the AirTrain Jamaica Terminal. 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 Pricing Sheets. All snow removal personnel shall have the physical capability to perform snow removal functions.

As and when necessary, in each instance, the Contractor shall determine the means and methods of its removal of any and all snow, ice, sleet and/or flooding in the exterior areas of the Site of Work described herein; including, but not limited to, the time within which to commence its activities so as to keep the specified areas clean, accessible and free from further accumulations such that snow, ice, sleet and/or flooding shall not be allowed to accumulate in these areas.

Snow that is removed shall be deposited by the Contractor in such areas at the Facility as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor may be responsible for removing such deposited snow away from the Facility. Each such instance where snow must be deposited away from the Facility shall be considered Extra Work and shall be compensated as described in the section of this Contract titled "Extra Work".

The Contractor shall service flooded areas and return same to a safe condition for pedestrian usage, unless otherwise directed by the Manager, and remove all water, debris, etc. associated with a flooded area. Squeegees, mops, wet and dry vacuums, and caution signs may be needed to perform this function.

All 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 employee in the performance of services required by this numbered clause. All areas will be cleared of snow within four (4) hours of snowfall. No employee assigned to snow removal shall work in excess of sixteen (16) hours unless otherwise directed by the Manager in writing.

Unless otherwise directed by the Manager in writing, the Contractor may utilize its cleaning staff already on duty at the Site of the Work, instead of separate personnel, for snow removal operations. In this instance, the Contractor will not be penalized for non-performance of routine cleaning duties during the period that snow removal operations are underway, nor may the Contractor charge the unit price per hour for "Snow Removal" set forth in the Pricing Sheets.

The Contractor shall provide its Employees with all foul weather gear appropriate for the performance of services required by this numbered clause including, but not limited to, gloves, water proof boots and hooded, insulated parkas and raingear.

In the event that the Authority, from time to time, makes available to the Contractor snow clearance equipment for use by the Contractor in its snow clearance services as required, the Contractor agrees that it shall use such equipment in performing such operations. The Authority shall have no obligation however, to provide any such equipment to the Contractor and the obligation of the Contractor to provide all necessary snow shovels, snow blowers, brooms, ice choppers and other equipment required for the prompt and efficient furnishing of all services required by this clause shall not be deemed waived or limited by the foregoing provision. If such equipment is provided by the Authority, the Contractor shall take good care of such equipment during its period of use and shall promptly after using such equipment, return such equipment to a location designated by the Manager in the same condition as it was delivered to the Contractor, normal wear and tear excepted. The Contractor shall ensure the proper use of equipment supplied by the Contractor and that such equipment is available at such times as are necessary to fulfill the requirements of this Contract. The Contractor's equipment can be secured and stored at the Facility at a location provided by the Port Authority if available. The Contractor must supply all additional vehicles necessary to transport personnel during inclement weather.

Sand and/or de-icing materials shall be applied by the Contractor to such exterior areas. 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 Facility designated by the Manager, and for its safe and appropriate usage. The Contractor shall also submit daily usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the day covered.

The Authority reserves the right to provide, and to direct that the Contractor utilize such heavy equipment as the Manager may deem necessary for the performance of services required under this numbered clause. The determination as to whether such equipment is required shall rest solely within the discretion of the Manager. The Contractor shall properly maintain any equipment so provided and shall promptly return such equipment following its period of use, to the location at the Facility designated by the Manager, in the same condition as it was delivered to the Contractor, normal wear and tear excepted.

21. Biometric Security System

The Contractor's employees shall use the biometric security system and/ or biometric time management system at the Facility to enter and exit the office and /or Facility. This system shall be installed and maintained by the Port Authority.

22. Subcontractors and Compensation for Subcontractors

If ordered by the Manager in writing, that certain work, whether required by this Contract (i.e., at the time of acceptance of the Contractor's bid) or additional thereto, cannot be performed by the Contractor, then in such event such work shall be performed by a subcontractor. The Contractor shall solicit bids for such work and must demonstrate to the satisfaction of the Manager or his designee that it has obtained at least three (3) bids from qualified subcontractors approved by the Manager or his designee. In the event that the Contractor is unable to obtain three (3) bids, the Contractor shall so notify the Manager or his designee and demonstrate to the satisfaction of the Manager that three (3) bids are not obtainable. No bid for such work will be solicited and no such work will be performed except pursuant to written orders from the Manager expressly and unmistakably indicating his intention to have the work described therein performed by the subcontractor and approving the subcontract and the compensation to be paid to such subcontractor. The authority to approve performance of work by a subcontractor is not delegable. Compensation for the work required by this clause shall be the cost to the Contractor as approved by the Manager plus the percentage listed on the Pricing Sheets.

23. Contractor Conduct

All assigned Contractor personnel shall perform duties as shall be established from time to time by the Manager.

The Contractor shall conduct all operations hereunder in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Port Authority shall have the right to object to the Contractor regarding the demeanor and conduct of the Contractor's employees, invitees and those doing

business with it, whereupon the Contractor will take steps necessary to remove the cause of the objection.

24. Complaints and Suggestions

The Contractor, within forty-eight (48) hours of its receipt of a complaint, suggestion or observation as to the services provided hereunder (hereinafter collectively called "the Complaint") by any user of the Facility, or other member of the general public, or the Port Authority, shall mail its response thereto, simultaneously delivering a copy thereof, together with a copy of the complaint to which the Contractor is replying, to the Manager. If such response indicates that a further response may be forthcoming, or reasonably raises the expectation of a further response, the Contractor shall make such additional response(s) whenever the situation and good public relations require such action (with simultaneous copy to the Port Authority as aforesaid). In addition, the Contractor agrees to make such response(s), including written and/or oral communications as the Manager may direct with respect to the nature (both form and substance) of such response(s). No response by the Contractor shall be in the name of or imply that the same has the approval of or has been authorized by the Port Authority.

25. Keys and Electronic Access Cards

The Authority will furnish the necessary keys and electronic access cards required for admittance to equipment spaces, which the Contractor is required to enter. All such issued items shall remain the property of the Authority.

The Contractor shall maintain an up-to-date record indicating to whom all keys and cards have been issued, and shall periodically inventory all such items. The Contractor shall immediately notify the Authority verbally and in writing of any lost or missing keys or cards.

26. Port Authority Right to Assign Contract to MTA/LIRR

The Port Authority may, upon prior written notice to the Contractor, assign this Contract or any part thereof to the Metropolitan Transportation Authority and/or the Long Island Railroad Company.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. **Personal Non-Liability**

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

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

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. **Rights and Remedies of the Port Authority**

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

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

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

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

7. **Rights and Remedies of the Contractor**

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

8. **Submission To Jurisdiction**

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

1. If fire or other cause shall destroy all or a substantial part of the Facility.

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

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

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

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

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

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

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

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

18. General Obligations

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

b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe

manner.

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

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

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

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

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

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

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

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

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

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

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

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

(1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

(2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

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

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

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

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor's Personnel

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

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

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

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

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

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $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.