**Torres Rojas, Genara** FOI# 13863

**From:** btraslavina@348-s.org
**Sent:** Friday, March 22, 2013 3:45 PM
**To:** Duffy, Daniel
**Cc:** Torres Rojas, Genara; Van Duyne, Sheree
**Subject:** Freedom of Information Online Request Form

Information:

First Name: Benjamin
Last Name: Traslavina
Company: UFCW Local 348-s
Mailing Address 1: 9234 4th Avenue
Mailing Address 2:
City: Brooklyn
State: NY
Zip Code: 11209
Email Address: btraslavina@348-s.org
Phone: 646-499-0346
Required copies of the records: Yes

List of specific record(s):
To Whom it May Concern, Please provide information pertaining to the terms and conditions of every contract between the Port Authority and Christi Cleaning Inc. Further, we request any polcies pertaining to the implementation of the aforementioned contracts especially, said policies that effect the terms and condictions of Christi Cleaning employees. Please contact us by phone should this request exceed 50 in copying fees. Thank you kindly for your prompt response. Sincerely, Benjamin Traslavina Union Representative

**THE PORT AUTHORITY** OF NY & NJ

*FOI Administrator*

April 19, 2013

Mr. Benjamin Traslavina
UFCW Local 348-S
9234 4th Avenue
Brooklyn, NY 11209

Re: Freedom of Information Reference No. 13863

Dear Mr. Traslavina:

This is a response to your March 22, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of records related to the terms and conditions of every contract between the Port Authority and Christi Cleaning Inc. and copies of any policies pertaining to the implementation of the aforementioned contracts specifically the policies that effect the terms and conditions of Christi Cleaning employees.

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/13863-C.pdf.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (1) under 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

February 9, 2009

Lillian D. Valenti
Director, Procurement

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

**RE: GENERAL CLEANING AT THE PORT AUTHORITY NEW JERSEY MARINE TERMINALS; REQUEST FOR PROPOSAL # 16608; CONTRACT #4600007630; PO #4500059954 FOR PORT NEWARK, BUILDING 260 AND ASSOCIATED AREAS; PO#4500059956 FOR THE SIGN SHOP; PO#45000059955 FOR THE POLICE AREAS; PO#450000059957 FOR THE ENGINEER'S OFFICE**

Dear Mr. Lopez:

The Port Authority of New York and New Jersey ("The Port Authority" or "the Authority") hereby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with Cristi Cleaning Service Corp., ("the Contractor") for the performance of the above-referenced services.

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

1. this Letter of Acceptance.

2. the Contractor's Best and Final Offer dated November 18, 2008 and the Contractor's faxed transmittal dated December 10, 2008, which changes the Contractor's vehicle requirements.

3. the Contractor's response to the Port Authority's Request for Clarification dated November 13, 2008, with the exception of Questions 17 and 18.

4. the following sections of the Contractor's Proposal dated October 20, 2008: Letter of Transmittal; Executive Summary; Agreement on Terms of Discussion; Certification with Respect to the Contractor's Integrity Provisions; Cost Proposal Form, Calculation of Hourly Rate forms for the Cleaner and Lead Cleaner; Management Approach which includes the M/WBE Participation Plan; Experience and Management Capabilities which includes Cristi Cleaning Service Cleaning Operations Manual; Staffing Management which includes the PPO Plan from FCE Benefits Administrators, Inc and Identity Check/Background Screening Plan; Addenda 1 and 2; Acceptance of Port Authority Standard Contract Terms and Conditions; Attachment G - Certified Environmentally Preferable Products/Practices.

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

5. the Port Authority's Request for Proposal (RFP) entitled "General Cleaning at the New Jersey Marine Terminals" and Addenda #1 and #2 thereto issued by the Port Authority.

Further, as agreed upon in your fax transmittal of December 10, 2009, on page 51 of Section S10, Contractor's Vehicles (2) – Parking - Licenses, first paragraph, delete this paragraphs in its entirety and replace with:

"The Contractor's vehicle requirements for the duration of this contract shall be one pickup truck with the capability of transporting a minimum of six (6) passengers and equipment as well as having a power lift gate capable of lifting the equipment required under this Contract. The Contractor shall also provide one Ford Econoline van or Port Authority approved equal, with two passenger capacity and the ability to transport supplies and equipment. These vehicles shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles shall have a "back up" beeper."

This Agreement shall be in effect for a three (3) year period commencing on March 1, 2009 and terminating on February 29, 2012 subject to earlier termination or extension as provided in the Agreement. For payment, invoicing and administrative purposes, this Agreement will be assigned Purchase Order #4500059954 for Port Newark, Building 260 and Associated Areas, Purchase Order # 4500059956 for the Sign Shop, Purchase Order # 4500059955 for the Police Areas and Purchase Order # 4500059557 for the Engineer's Office.

If you are in agreement with the above, please indicate such agreement by signing the duplicate originals of this Letter of Acceptance below and returning both to the attention of Kathy Leslie Whelan, 7th Floor, at the above address. A copy is enclosed for your records.

Very truly yours,

The Port Authority of New York & New Jersey

By: _____
Title: Director of Procurement Department
Date: 2/18/10

approved
2/13/09

Agreed:
Cristi Cleaning Service Corp.

By: _____
Title: V. President
Date: 2/12/09

*November 18, 2008*

*Attn: Kathy Leslie Whelan*
*The Port Authority of NY & NJ*
*Purchasing Services Division*
*One Madison Avenue, 7th Floor*
*New York, NY 10010*

***RE: GENERAL CLEANING SERVICES AT THE NEW JERSEY MARINE TERMINALS***
***PROPOSAL #16608 – BEST AND FINAL OFFER (BAFO)***

*Dear Ms. Whelan,*

*On behalf of Cristi Cleaning Service, I am pleased to inform you that after carefully revising our cost proposal, our Best and Final Offer is as follows.*

| | |
|---|---|
| *Total Estimated Contract Price Building 260 and Associates Areas* | *$790,915.04* |
| *Total Estimated Contract Price Sign Shop* | *$133,731.34* |
| *Total Estimated Contract Price Police Areas* | *$170,806.44* |
| *Total Estimated Contract Price Engineer's Office* | *$133,641.34* |
| ***Total Estimated Contract Price (Three Years)*** | ***$1,229,094.16*** |

*If we at Cristi Cleaning Service can be of any further assistance please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.*

*Sincerely,*

11-18-08P02:30 RCVD

*Ricardo Lopez*
*Vice-President*

**ılie Whelan, Kathy**

**m:** Cristi Cleaning Service [cristi1@optonline.net]
**ıt:** Wednesday, December 10, 2008 1:29 PM
Leslie Whelan, Kathy
**ıject:** RE: Van Specs for Cleaning RFP

thy,

ıderstand the modification on the vehicles requirements, and Cristi Cleaning's Price will remain the same.
in regards to the Financial Statement, we have our Accountant's Compilation Report for the first 6 months of 2008.
ıu want me to fax it or e-mail it to you.
e let me know.
ks

-----Original Message-----
**From:** Leslie Whelan, Kathy [mailto:kleslie@panynj.gov]
**Sent:** Wednesday, December 10, 2008 12:36 PM
**To:** cristi1@optonline.net
**Subject:** FW: Van Specs for Cleaning RFP

-----Original Message-----
**From:** Leslie Whelan, Kathy
**Sent:** Wednesday, December 10, 2008 12:34 PM
**To:** 'cristi1@optonline.net'
**Subject:** FW: Van Specs for Cleaning RFP

From the RFP with changes:

The Contractor's vehicle requirements for the duration of this contract shall be one pickup truck with the capability of transporting a minimum of six (6) passengers and equipment as well as having a power lift gate capable of lifting the equipment required under this Contract . The Contractor shall also provide one Ford Econoline van or Port Authority approved equal, with two passenger capacity and the ability to transport supplies and equipment. These vehicles shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles shall have a "back up" beeper.

THE PORT AUTHORITY OF NY & NJ

ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010
(212) 435-7000

November 6, 2008

VIA FAX (201) 883-1212 and
Email cristi1@optonline.net

Cristi Cleaning Service Corp
11 Trinity Place
Hackensack, NJ 07601
ATTN: Ricardo Lopez.

-

**RE: GENERAL CLEANING SERVICES AT THE NEW JERSEY MARINE TERMINALS - PROPOSAL #16608; REQUEST FOR CLARIFICATIONS AND CONCERNS**

Dear Mr. Lopez:

Thank you for submitting your proposal for the above referenced proposal. We would like to invite you and key staff that will be assigned to this operation for a discussion of your proposal and a question and answer period on Thursday, November 13, 2008 at 8:30 a. m. at One Madison Avenue, 7th Floor, Room 151 A, New York, NY. In this discussion, please allow a 5-minute opening presentation highlighting the key points of your firm's proposal. Questions, answers and closing statements should take approximately 90 minutes.

As we are still evaluating your proposal, the following items need to be addressed. Your response to these issues will help make a determination on our evaluation of your proposal.

1. How did you arrive at your monthly lump sum at each facility? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including, but not limited to, labor hours, equipment cost, vehicles, materials, etc.
2. What is your plan for the employees currently working on Port Authority site?
3. Some long-term employees of the current Contractor or previous Contractors may be receiving more vacation time than you are proposing. If you hire this staff, how will you handle these employees concerns?
4. Is it your intent to interview and possibly offer employment to the existing staff?
5. Please explain your plan for covering cleaner and lead cleaner meal breaks, relief, illness, vacation and other absences?
6. Was your Calculation of Hourly Rate form based on 2,080 hours?
7. Does the health plan you are offering staff include the seven components that are specified on page 38, Section 10 of Attachment B? When does this plan go into effect? Is all staff covered under the same plan? Does the coverage include dental and vision?
8. Please submit an equipment list, including vehicles (include year, make, model). Will this equipment be new or used?
9. Please submit a listing of all materials and supplies you will utilize under this contract.
10. Please expand on your maintenance program for the vehicles and equipment.
11. How will you utilize staff that you propose on your staffing plan?

12. When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?
13. Please be more specific about your "green cleaning" plan. List all chemicals, detergents, cleaners, that you will use for this contract.
14. How do you handle your quality control program and who will be responsible for this program?
15. What type of cells phones are you providing?
16. Please expand on your incentive program.
17. Please supply us with financial statements for the year 2006.
18. The bank letter identified in your proposal is from a current bank, Capital One. The letter states that you have been in good standing for 20 years. It is our understanding that this banking establishment has only been around for a year or so. Please explain.
19. What is your background check plan?
20. Please review your proposal for cleaning at B/260. Is this number accurate?
21. On your M/WBE plan submittal you are proposing Selecto Flash. What contact have you had with them? What is the proposed subcontract value for uniforms and safety supplies being proposed to Selecto Flash?

For security purposes, please advise who will be attending the presentation. You can email the list of attendee to kleslie@panynj.gov. For your presentation, you are responsible to bring with you a laptop and projector and any other equipment necessary for the presentation. The Port Authority will only provide the screen. Photo ID required for entrance to the building.

Your response to the above and a copy of your PowerPoint (or any other application) presentation, must be submitted in writing along with twelve (12) copies, during the presentation.

If you have any questions, you can contact me 212-435-3929.

Sincerely,

Kathy Leslie Whelan
Service Acquisition Manager
Purchasing Services Division

# *Cristi Cleaning Service Corporation*

PRESENTATION FOR

## GENERAL CLEANING SERVICES

## AT THE

## NEW JERSEY MARINE TERMINALS

SOLICITATION #: 16608

DATE: NOVEMBER 13, 2008


Cristi Cleaning Service Corporation
77 Trinity Place
Hackensack, NJ 07601-4328
Phone: (201) 883-1717
Fax: (201) 883-1212
www.cristicleaningservice.com

Cristi Cleaning

77 Trinity Place
Hackensack, NJ 07601

p: 201-883-1717
f: 201-883-1212

November 13, 2008

Ms. Kathy Leslie Whelan
Service Acquisition Manager
Purchasing Services Division
The Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

**RE: GENERAL CLEANING SERVICES AT THE NEW JERSEY MARINE TERMINALS – PROPOSAL # 16608**
**REQUEST FOR CLARIFICATIONS AND CONCERNS**

Dear Ms. Whelan:

On behalf of Cristi Cleaning Services, I am pleased to respond to your letter dated November 6, 2008 concerning the above referenced proposal. We have addressed each area and all issues as listed. We hope the responses provided herein satisfy your request.

If we at Cristi Cleaning Service can be of any further assistance, please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.

Sincerely,

Ricardo Lopez
Vice President

# Cristi Cleaning Service Exceeding Expectations Since 1980

*The Port Authority*
*of*
*New York/New Jersey*

# General Cleaning Services at The New Jersey Marine Terminals

# Company History

- Founded in 1980
- Certified MBE/SBE
- Graduated SBA 8(a) Program
- We offer our clients office cleaning, window washing, power washing, carpet cleaning and degreasing services in addition to power sweeping and parking lot cleaning
- Cristi Cleaning has been providing the Port Authority of New York/New Jersey at JFK and LaGuardia Airports with parking area cleaning since 1998

## Technology and Safety

- Cristi Cleaning, through it various service contracts utilizes many of the latest technological advances in products, supplies, equipment and safety procedures. Cristi Cleaning has made is corporate policy to always seek the most environmentally friendly and safety conscious methods of performing service contracts.

# Port Authority Service Contracts

| | |
|---|---|
| Manhattan Shipping Terminal | 1995 |
| JFK Parking Lot Cleaning | 1995 |
| LaGuardia Parking Lot Cleaning | 1998 |
| Marine Air Terminal | 2001 |
| Building 14 JFK | 2004 |
| Port Newark Power Sweeping | 2007 |

# Cristi Cleaning Service Awarded the Best Performance by a PA Contractor LaGuardia… 2006

# Minority Small Business Person of the Year

President and Founder Cristina Lopez receiving the Minority Small Business Person of the Year Award from the U.S Small Business Admin. in 2001.

# ISSA Cleaning Management Standard CIMS

- Cristi Cleaning Service has applied for certification with The ISSA Cleaning Industry Management Standard. The Standard is designed to assist cleaning organizations in setting up a management system that allows an organization to meet specific goals. The Standard is a management framework that can be used to develop customer-centered, quality organizations.
- The Standard is composed of the following sections:
- Service Delivery * Human Resources.
- Health, Safety And Environmental Stewardship.
- Management Commitment.

# Question 1

- **How did you arrive at your monthly lump sum for each facility? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including but not limited to labor hours, equipment cost, vehicles, materials, etc.**

# Cost Breakdown Spreadsheet

| | Building 260 | Sign Shop | Police Areas | Engineer's Office |
|---|---|---|---|---|
| | | | | |
| Direct Labor | $7,665.44 | $1,636.37 | $2,167.30 | $1,636.37 |
| H/W Benefits | $847.60 | $188.36 | $188.36 | $188.36 |
| Paper Supplies | $378.00 | $138.59 | $138.59 | $138.59 |
| Cleaning Supplies | $200.00 | $50.00 | $50.00 | $50.00 |
| Floor/Carpet Care | $800.00 | $100.00 | $100.00 | $100.00 |
| Window Washing | $200.00 | $33.00 | $33.00 | $33.00 |
| Vehicle Gasoline | | $186.67 | $186.67 | $186.67 |
| Vehicle Insurance | | $138.67 | $138.67 | $138.67 |
| Uniforms | $195.75 | $43.50 | $43.50 | $43.50 |
| Vehicles | | $255.56 | $255.56 | $255.56 |
| Equipment | $124.17 | $78.60 | $78.60 | $78.60 |
| Taxes and Insurances | $2,497.40 | $533.13 | $706.11 | $533.13 |
| O/P | $1,564.34 | $396.51 | $495.06 | $396.51 |
| | | | | |
| Totals | $13,625.10 | $3,590.60 | $4,393.06 | $3,590.60 |

# Question 2

- **What is your plan for the employees currently working on Port Authority site?**

# Question 2 Response

**It is our intention to offer the current employees the right of first refusal to continue employment should we be awarded the contract. Those employees who are acceptable to the Port Authority and who meet our stringent hiring standards will be retained on the contract. For those who do not wish to remain on the contract, or those who for whatever reason are not acceptable to the Port Authority or our company, we will initiate an intensive recruiting campaign in the local area for replacement personnel. Cristi also has a pool of personnel on staff that we can use until any vacant positions are filled.**

# Question 3

- **Some long-term employees of the current Contractor or previous Contractors may be receiving more vacation time than you are proposing. If you hire this staff, how will you handle these employees concerns?**

# Question 3 Response

- **In our cost calculations we took into consideration that some employees would be entitled to more than two weeks of vacation by figuring all employees (regardless of their hire date) at 2.5 weeks of vacation.**

# Question 4

- **Is it your intent to interview and possibly offer employment to the existing staff ?**

Response.

* **It is our intention to offer the current employees the right of first refusal to continue employment should we be awarded the contract.**

# Question 5

- **Please explain your plan for covering cleaner and lead cleaner meal breaks, relief, illness, vacation and other absences?**

# Question 5 Response

- **The cleaners and lead cleaners are not going to be covered for meal breaks, in accordance with the solicitation. In the case of illness, vacation and other absences, a pool of part time and full time personnel maintained by Cristi will cover them.**

# Question 6

- **Was your Calculation of hourly rate based on 2,080 hours?**

Response.

* **Yes, our Calculation of Hourly Rate is based on 2,080 hours.**

# Question 7

- **Does the health plan you are offering staff include the seven components that are specified on page 38, Section 10 of Attachment B? When does this plan go into effect? Is all staff covered under the same plan? Does the coverage include dental and vision?**

# Question 7 Response

**The health plan that we are offering to our staff as stated in our proposal in Page 23, Section 6.3.3.5 includes the seven components specified. The plan goes into effect immediately. All staff will be covered under the same plan. Dental and Vision are covered under this plan.**

# Question 8

- **Please submit an equipment list, including vehicles (include year, make and model). Will this equipment be new or used?**

# Vehicle & Equipment List

- **2- 2004 or newer GMC Sierra pickup trucks**
- **New floor scrubbers**
- **New wet/dry vacuums**
- **New triple action machine**
- **Used floor sweeper**
- **New single action machine**
- **New carpet cleaning equipment**
- **New upright vacuums**
- **New snow shovels and blowers**
- **New ice choppers**
- **New cyclone spreaders**

# Question 9

- **Please submit a listing of all material and supplies you will utilize under this contract.**

# Materials & Supplies

- Betco Green Earth Daily Disinfectant Cleaner
- Betco Green Earth Daily Floor Cleaner
- Betco Green Earth Glass Cleaner
- Betco Green Earth Peroxide Cleaner
- Betco Green Earth Floor Finish
- Betco Green Earth Floor Stripper
- Toilet Tissue per specifications
- Hand Towels per specifications
- Hand Soap per specifications
- Small Trash Bags 24X33

* Stripping Pads
* Buffing Pads
* Maid Carts
* Mop Buckets & Wringers
* Brooms & Dust Pans

## Question 10

- **Please expand on your maintenance program for the vehicles and equipment.**

# Question 10 Response

- **The maintenance program for vehicles and equipment to be utilized in this contract is as follows:**

| | |
|---|---|
| **Vehicles** | **Beyer Brothers** |
| **Equipment** | **John A. Earl Inc.** |

## Question 11

- **How will you utilize staff that you propose on your staffing plan?**

# Question 11 Response

- **Cristi will assign three (3) full-time cleaners to building 260. The lead cleaner and one (1) full-time cleaner to the rest of the buildings.**
- **Project workers will be on site when periodic cleaning is scheduled to be performed.(e.g. windows, floors, etc)**

# Question 12

- **When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?**

# Question 12 Response

- **Supplemental Benefits ( including but not limited to holiday, vacation, sick, health package) go into effect immediately.**

# Question 13

- **Please be more specific about your "green cleaning" plan. List all chemicals, detergents, cleaners, that you will use for this contract.**

# Question 13 Response

**Executive Order 13101 defines Green Cleaning as the use of products and services that reduce the health and environmental impact compared to similar products and services used for the same purpose. Another definition of Green Cleaning is cleaning to safeguard human health while minimizing the impact to the environment. Its goal is to protect the health of building occupants, visitors and cleaning personnel, as well as reducing polluting effects on our air and water. Unlike traditional cleaning, it goes far beyond simple appearance, focusing on products and services that have fewer adverse health and environmental impacts as compared with others that might be used for the same purpose.**

# Question 13 Response

**For the past two decades, the major emphasis in the JanSan industry has been to find new ways to "do more with less". Accordingly, most new cleaning procedures, products and systems have been developed with the primary goal of improving the productivity of cleaning personnel and reducing costs. Although these aspects are important, the health of the facility and those who live, work or occupy it have not received the same deserved attention. Green Cleaning changes all of this by helping to clarify the connection between cleaning, health and the protection of our environment**

# Question 13 Response

**Green Cleaning is more than just using "green" products. The success of a green cleaning program is dependent on numerous other factors. While the selection of product is important, it will have little effect in an otherwise inadequate cleaning regimen that leaves facilities dirty and the health of occupants, visitors and the environment at risk. Green Cleaning encompasses a total program including chemicals, procedures, equipment, paper, liners, mops, matting, everything used in an effective cleaning program.**

# Question 13 Response

**The movement toward green cleaning does not imply that traditional methods are inadequate or have created unsafe conditions. Instead it can be viewed as simply taking the next step beyond our current approaches to further reduce polluting impacts while continuing to maintain and improve the healthfulness, comfort and aesthetics of our surroundings.**

# Green Cleaning Products

- **Betco Green Earth Daily Disinfectant Cleaner**
- **Betco Green Earth Daily Floor Cleaner**
- **Betco Green Earth Glass Cleaner**
- **Betco Green Earth Peroxide Cleaner**
- **Betco Green Earth Floor Finisher**
- **Betco Green Earth Floor Stripper**

# Question 14

- **How do you handle your quality control program and who will be responsible for this program?**

# Question 14 Response

- **Our Quality Control Program is part of the Lead Cleaner responsibilities and directly supervised by Mr. Ricardo Lopez, Vice President of Cristi Cleaning Service with frequent visits to P.A. accounts.**
- **In our proposal we extensively explain Quality Control Policies, Procedures and Systems ( Page 24).**

## Question 15

- **What type of cell phones are you providing?**

Response

* **The type of cell phones we provide is Sprint/Nextel. These phones have the capability of phone service and direct connect**

# Question 16

- **Please expand on your incentive program**

# Question 16 Response

**Cristi, as we have in our other contracts, will implement a program for award, bonuses and recognition for our employees. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:**

- **Attendance**
- **Safety**
- **Neatness**
- **Quality**
- **Productivity**
- **Punctuality**
- **Teamwork**
- **Training Participation**

# Question 18

**The bank letter identified in your proposal is from a current bank, Capital One. The letter states that you have been in good standing for 20 years. It is our understanding that this banking establishment has only been around for a year or so. Please explain.**

# Question 19

- What is your background check plan?

Response

* A third party named Applicant Insight does the background checks that we perform on our employees. As we explained in our proposal, page 37, section 6.5, all background checks on employees will go back ten (10) years at a minimum.

# Question 20

- **Please review your proposal for cleaning at B/260. Is this number accurate?**

# Question 20 Response

**We have reviewed our calculations for cleaning Bldg. B/260 and we are satisfied that our number is accurate.**

# Question 21

- **On your M/WBE plan submittal you are proposing Selecto Flash. What contact have you had with them? What is the proposed subcontract value for uniforms and safety supplies being proposed to Selecto Flash ?**

# Question 21 Response

- **Cristi Cleaning currently buys from Selecto Flash different types of safety supplies such as, safety vests, gloves, boots, first aid kits etc.**
- **The proposed subcontract value for uniforms and safety supplies being proposed to Selecto Flash will be Three to Four Thousand Dollars.**

# Why Cristi Cleaning?

- **Cristi Cleaning is a certified MBE/SBE**
- **Cristi Cleaning has shown steady growth since 1980**
- **We are committed to the latest technologies and safety procedures**
- **Our management and ownership is hands-on**
- **Our employee turnover at the Port Authority is virtually non-existent**
- **We have been working with the Port Authority since 1995 and our experience is unmatched**
- **Cristi Cleaning has been exceeding customer expectations for the last 28 years**

# *Cristi Cleaning Service Corporation*

PROPOSAL FOR

# GENERAL CLEANING SERVICES

## AT THE

# NEW JERSEY MARINE TERMINALS

SOLICITATION #: 16608

DUE DATE: OCTOBER 20, 2008


Cristi Cleaning Service Corporation
77 Trinity Place
Hackensack, NJ 07601-4328
Phone: (201) 883-1717
Fax: (201) 883-1212
www.cristicleaningservice.com

# Cristi Cleaning Service

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

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

October 20, 2008

Ms. Kathy Leslie Whelan
The Port Authority of NY/NJ
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Re: Bid Number 16608
General Cleaning Services at the NEW JERSEY MARINE TERMINALS

Dear Ms. Whelan:

We are please to submit on behalf of Cristi Cleaning Service Corp. our proposal for General Cleaning Services at the NEW JERSEY MARINE TERMINALS.

We are delighted to participate in this procurement activity and view this contract as a continuing partnership between the Port Authority and CRISTI. We are proud of our history providing cost effective, responsive and quality service and look forward to working with you and remaining a valued member of your team.

CRISTI has been providing similar service to that of this procurement since 1980. We are proposing as a single entity, having the capability to provide all the required services with our own experienced staff.

As Vice President and Chief Operating Officer (VP/COO) of CRISTI, I have full authority to negotiate and execute this contract. All questions or issues related to this RFP can be addressed to:

Ricardo Lopez, VP/COO
(201) 883-1717

CRISTI is registered with the PORT AUTHORITY as a Small Minority Business Enterprise (SMBE) and a Small Woman Owned Business Enterprise (SWBE). We do not plan to use any subcontractors for this contract, but will use M/WBE suppliers.

The officers of CRISTI CLEANING SERVICE CORP. are:

| | | |
|---|---|---|
| President | Cristina Lopez | Ex. 1 |
| VP/Sec | Ricardo Lopez | Ex. 1 |

We are attaching a copy of our Certificate of Incorporation along with a declaration by the Corporate Secretary as to its authenticity.

The content of our proposal adheres to the format defined in Section 8 and addresses the evaluation areas specified in Section 5.

We take no exceptions or deviations to the requirements of the solicitation or the proposed contract and our proposal is fully compliant with your instructions. We acknowledge receipt of all Amendments.

Sincerely,

Ricardo Lopez

~~Ricardo~~ Lopez, VP/Sec

RL: bm

C-100

FILED

JAN 30 1980

DONALD LAN
SECRETARY OF STATE

# Certificate of Incorporation

of

*THIS IS TO CERTIFY THAT, there is hereby organized a corporation under and by virtue of N. J. S. 14A:1-1 et seq., the "New Jersey Business Corporation Act."*

1. *The name of the Corporation is:* CRISTI CLEANING SERVICE CORP

2. *The address of the Corporation's initial registered office is:*
449 Central Ave (Apt. 5)
Jersey City, N.J. 07307
*and the name of the registered agent at such address is:* RICARDO LOPEZ

3. *The purposes for which this Corporation is organized is:* GENERAL

*To engage in any activity within the purposes for which Corporations may be organized under the "New Jersey Business Corporation Act." N. J. S. 14A 1-1 et seq.*

4. *The aggregate number of shares which the Corporation shall have authority to issue is:*
*PAR* 100 $1,00
*NO PAR*

5. *The first Board of Directors of this Corporation shall consist of* one *Directors and the name and address of each person who is to serve as such Director is:*

| *Name* | *Address* | *Zip Code* |
|---|---|---|
| RICARDO LOPEZ | 449 Central Ave (Apt 5<br>Jersey City, N.J. 07307 | 07307 |

6. *The name and address of each incorporator is:*

| *Name* | *Address* | *Zip Code* |
|---|---|---|
| Ricardo Lopez | 449 Central Ave (Apt 5)<br>Jersey City N.J. | 07307 |

*In Witness Whereof, each individual incorporator, being over eighteen years of age has signed this Certificate; or if the Incorporator be a corporation has caused this Certificate to be signed by its duly authorized officers this* 30th *day of* January *19* 80

Ricardo Lopez

RICARDO LOPEZ

# DECLARATION

I Ricardo Lopez, Secretary of CRISTI CLEANING SERVICE, INC. do hereby attest that the Certificate of Incorporation attached hereto is a true copy as of the date of the opening of this proposal.

DATE: 10/20/2008

BY: Ricardo Lopez
Ricardo Lopez, Sec.

Corporate Seal

# General Cleaning
# At the
# NEW JERSEY MARINE TERMINALS
# Solicitation #: 16608


| Section | Title | Page |
|---|---|---|
| N/A | **Letter of Transmittal** (8.A) | N/A |
| 1.0 | **Executive Summary** (8.B) | 1 |
| 2.0 | **Agreement on Terms of Discussion** (8.C) | 2 |
| 3.0 | **Certifications with Respect to the Contractor's Integrity Provisions** (8.D) | 3 |
| 4.0 | **Documentation of Proposer Prerequisites** (8.E) (3) | 4 |
| 5.0 | **Financial Information** (4) | 5 |
| 6.0 | **Proposal** (8.F) | 6 |
| 6.1 | **Cost Proposal** (8.F.1) (5.A) | 6 |
| 6.2 | **Management Approach** (8.F.2) (5.B) | 7 |
| 6.2.1 | *Company Full-Time Employees* (8.F.2.a) | 7 |
| 6.2.2 | *Staffing for this Contract* (8.F.2.b) | 7 |
| 6.2.3 | *Implementing and Managing the Required Services* (8.F.2.c) | 8 |
| 6.2.3.1 | *Plan to Ensure Compliance with Contract Requirements* | 8 |
| 6.2.3.2 | *Insurance Requirements* | 10 |
| 6.2.3.3 | *M/WBE Participation Plan* | 11 |
| 6.2.3.4 | *Proposed Minimum Service Standards, Concepts or Procedures* | 11 |
| 6.2.3.5 | *Determining and Maintaining Performance Measurements* | 16 |
| 6.3 | **Experience, Financial and Management Capability** (8.F.3) (5.C) | 17 |
| 6.3.1 | *List of Contracts* (8.F.3.a) | 17 |
| 6.3.2 | *Managerial and Lead Cleaner Personnel Qualifications and Experience* (8.F.3.b) | 18 |
| 6.3.2.1 | *Resumes* | 18 |
| 6.3.3 | *Employee Management Programs* (8.F.3.c) | 19 |
| 6.3.3.1 | *Cleaning Services Related Training* | 19 |
| 6.3.3.2 | *Security Training* | 20 |
| 6.3.3.3 | *OSHA Safety Training* | 20 |
| 6.3.3.4 | *Employee Motivation and Incentive Programs* | 23 |
| 6.3.3.5 | *Health Benefits Information Programs for Employees* | 23 |
| 6.3.3.6 | *Quality Assurance/Quality Control Programs* | 24 |
| 6.3.3.7 | *Payroll Processing* | 27 |
| 6.3.3.8 | *Recruitment Procedures* | 27 |
| 6.3.3.9 | *Staffing Retention Plan* | 28 |
| 6.3.3.10 | *Disciplinary Procedures* | 28 |
| 6.3.4 | *Company Technical Expertise and Past Experience* (8.F.3.d) | 29 |
| 6.4 | **Staffing Management** (8.F.4) (5.D) | 30 |
| 6.4.1 | *Plan to Ensure no Diminuation in Wages* (8.F.4.a) | 30 |
| 6.4.2 | *Wage, Health and Supplemental Benefits Plan* (8.F.4.b) | 30 |
| 6.4.2.1 | *Self-Assessment Plan* | 31 |
| 6.4.2.2 | *Reacting to Underpayments Detected and Ensuring Compliance with Wages, Health and Supplemental Benefits* | 31 |
| 6.4.3 | *Current Employee Retention Plan* (8.F.4.c) | 31 |
| 6.4.4 | *Compensation for Wages and Benefits and Adjusting Wages and Benefits* (8.F.4.d) | 31 |

6.4.5 *Vacation, Sick and Holiday Allowance (8.F.4.e)* ..... 32
6.4.6 *Training, Health Benefits and Workplace Safety Programs* (8.F.4.f) ..... 32
6.5 **Identity Check/Background Screening Plan** (8.G) (5.E) ..... 37
6.6 **Additional Information** (8.F.8) ..... 37
7.0 **Acknowledgement of Addenda** (8.G) ..... 38
8.0 **Acceptance of Standard Contract Terms and Conditions** (8.H) ..... 39

## 1.0 Executive Summary (8.B)

Cristi Cleaning Service Corporation (Cristi Cleaning) is pleased to participate in this procurement process by the Port Authority of New York/New Jersey to acquire General Cleaning Services at the NEW JERSEY MARINE TERMINALS. Cristi Cleaning is a small, Hispanic, woman-owned business, certified by the Port Authority as a Minority Business Enterprise and a Small Business Enterprise and by the City of New York as a Minority and Woman-Owned Business Enterprise. Our Port Authority Vendor Number is 105214. We welcome the opportunity to provide the services required by this solicitation.

Our proposal for this effort presents the information required by the solicitation and we are confident this information shows that we have the experience, knowledge, capabilities and expertise necessary to ensure comprehensive, professional and timely services. Our proposal includes our cost proposal, which we firmly believe offers the Port Authority a fair and equitable price for the services required. In our proposal we discuss our management approach to the required services; our experience, financial and management capability to ensure successful performance; our staffing management methodologies that will provide the requisite oversight and management necessary to perform; our identity check/background screening plan to ensure only qualified and cleared personnel are hired and kept on the job; and our M/WBE subcontracting plan. We invite evaluators to review our proposal to assure them that we understand the requirements and have the processes, procedures and resources necessary to provide comprehensive General Cleaning for the Port Authority at the NEW JERSEY MARINE TERMINALS.

## 2.0 Agreement on Terms of Discussion (8.C)

Immediately following this page of our proposal we have included the completed and signed Agreement on Terms of Discussion, Attachment A of the solicitation.

## ATTACHMENT A

## AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefore (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at *http://www.panynj.gov/AbouttthePortAuthority/ContactInformation/foi_policy.html*, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

Cristi Cleaning Service
**(Company)**

Ricardo Perez
**(Signature)**

V.P.
**(Title)**

10/20/2008
**(Date)**

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.**
**DO NOT RETYPE.**

## 3.0 Certifications with Respect to the Contractor's Integrity Provisions (8.D)

In accordance with the solicitation, Cristi Cleaning, by signing the Letter of Transmittal, hereby makes the certifications in the Contractor's Integrity Provisions included as Section III in Part II of Attachment B entitled "Standard Contract Terms and Conditions." We take no exceptions or deviations to the contract terms or conditions.

## 4.0 Documentation of Proposer Prerequisites (8.E) (3)

Cristi Cleaning is certified by the Port Authority of NY/NJ as a Small Business Enterprise and as a Minority Business Enterprise as defined in Attachment B, Part IV, Section I of the Standard Terms and Conditions, in the Janitorial Maintenance Program. The New York City Department of Small Business Services further certifies us as a Minority and Woman-owned Business Enterprise. We have included copies of these certifications immediately following this page of our proposal.

# THE PORT AUTHORITY OF NY & NJ

**Anthony R. Coscia**
*Chairman*

**Joseph J. Seymour**
*Executive Director*

# *Certified*

*by*

Business and Job Opportunity

# *Cristi Cleaning Services Corp.*

## Certificate PA-2093

This certificate acknowledges that the above named firm is certified as a **Minority Business Enterprise.** This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a Verification Statement attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions. Please reference the above number on all correspondence directed to this office.

Wilfred Chabrier
General Manager
Certified: June 12, 2003

Rosemary Jenkins-Varela
Manager, Operational Support & Compliance
Scheduled Re-evaluation: June 11, 2008

Form: 6/10/93 S_J

# THE PORT AUTHORITY OF NY & NJ

**Anthony R. Coscia**
*Chairman*

**Joseph J. Seymour**
*Executive Director*

# *Certified*

*By*

Business and Job Opportunity

# *Cristi Cleaning Services Corp.*

## Certificate PA-2093

This certificate acknowledges that the above named firm is certified as a **Small Business Program. (Janitorial Services)**. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for two years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a Verification Statement attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions. Please reference the above number on all correspondence directed to this office.

Wilfred Chabrier
General Manager
Certified: June 12, 2003

Rosemary Jenkins-Varela
Manager, Operational Support & Compliance
Scheduled Re-evaluation June 11, 2008

Form: 6/10/93 S_J

# New York City Department of Small Business Services

## Division of Economic and Financial Opportunity

# *M/WBE CERTIFICATE*

## Cristi Cleaning Service Corp.

***This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the New York City Department of Small Business Services and therefore is certified as a Minority and Woman-owned Business Enterprise (M/WBE).***

**Certificate Number:** **50080 - 72007**

**Expires on:** **7/31/2012**

Michael R. Bloomberg, Mayor

Robert W. Walsh, Commissioner

Alfred O. Milton, Associate Director Certification

*RMJ-10/04*

Port Authority

# Customer Care

## BEST PERFORMANCE

*Cleanliness, Condition and Functionality*

*Award Winner*

*May 2006*

*[illegible]*

## 6.0 Proposal (8.F)

Cristi Cleaning is pleased to present our proposal to the Port Authority of New York/New Jersey for General Cleaning Services at the NEW JERSEY MARINE TERMINALS. Our proposal consists of our cost proposal; our management approach; our experience, financial and management capability; our staffing management; our identity check/background screening plan; and our M/WBE subcontracting plan for this effort. We are confident our proposal shows we understand the requirements and we have the resources, skills, knowledge, experience and capabilities necessary to provide professional, timely and cost-effective performance.

## 6.1 Cost Proposal (8.F.1) (5.A)

Immediately following this page is our cost proposal for providing the required services. This is presented on Attachment B, Part III, Cost Proposal Form and Attachment C, Calculation of Hourly Rate Form. We are confident that we are offering the Port Authority a price that is fair and equitable for the services required.

**ATTACHMENT B**

**PART III (A) - COST PROPOSAL FORM**

## SECTION I - BUILDING #260 AND ASSOCIATED AREAS

## ROUTINE AND PERIODIC CLEANING

## FIRST YEAR

| | Lump Sum Price 1st Year |
|---|---|
| Building #260 and Associated Areas | $163,501.21 |

## COST PROPOSAL FORM

## FIRST YEAR

## BUILDING #260

| | Estimated Annual Hours | | Unit Price Per Hour | | Estimated Annual Price |
|---|---|---|---|---|---|
| First Year | | | | | |
| Snow Removal | 2,000 | X | $21.00 | = | $42,000.00 |
| Policing Auto Marine Terminals | 1,664 | X | $23.15 | = | $38,521.60 |
| Guard Booth Cleaning | 416 | X | $23.15 | = | $9,630.40 |

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- FIRST YEAR $259,653.21
(Sum of All Above)

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION I - BUILDING #260 AND ASSOCIATED AREAS

### FIRST YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Police | 100 Hours | X | $23.15 | = | $2315.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Public Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Sweep Stairs | 10 Flights | X | $0.01 | = | $0.10 |
| Dust and Polish Walls | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- FIRST YEAR $2940.30

**FIRST YEAR SUMMARY BUILDING 260**
**AND ASSOCIATED AREAS**

| | |
|---|---|
| Estimated Annual Price Routine And Periodic Cleaning- First Year | $253,653.21 |
| Estimated Annual Price Extraordinary Cleaning- First Year | $2940.30 |
| Total Estimated Contract Price Building 260 and Associated Areas – First Year | $256,593.51(a) |

**ATTACHMENT B**

## PART III (A) - COST PROPOSAL FORM

### SECTION I - BUILDING #260 AND ASSOCIATED AREAS

### ROUTINE AND PERIODIC CLEANING

### SECOND YEAR

| | Lump Sum Price 2nd Year |
|---|---|
| Building #260 and Associated Areas | $167,612.70 |

COST PROPOSAL FORM

**SECOND YEAR**

**BUILDING #260**

| | Estimated Annual Hours | | Price Per Hour | | Estimated Annual Price |
|---|---|---|---|---|---|
| First Year | | | | | |
| Snow Removal | 2,000 | X | $ 21.63 | = | $43,260.00 |
| Policing Auto Marine Terminals | 1,664 | X | $ 23.84 | = | $39,669.76 |
| Guard Booth Cleaning | 416 | X | $ 23.84 | = | $ 9917.44 |

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- SECOND YEAR $ $260,519.20
(Sum of All Above INCLUDING LUMP SUM)

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION I - BUILDING #260 AND ASSOCIATED AREAS

### SECOND YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Police | 100 Hours | X | $23.84 | = | $2384.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Public Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Sweep Stairs | 10 Flights | X | $0.01 | = | $0.10 |
| Dust and Polish Walls | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- SECOND YEAR $3,009.30

## SECOND YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

| | |
|---|---|
| Estimated Annual Price Routine And Periodic Cleaning- Second Year | $260,519.90 |
| Estimated Annual Price Extraordinary Cleaning- Second Year | $ 3,009.30 |
| Total Estimated Contract Price Building 260 and Associated Areas – Second Year | $263,529.20 (b) |

## SECTION I - BUILDING #260 AND ASSOCIATED AREAS

## ROUTINE AND PERIODIC CLEANING

## THIRD YEAR

| | Lump Sum Price 3rd Year |
|---|---|
| Building #260 and Associated Areas | $ 172,044.43 |

COST PROPOSAL FORM

**THIRD YEAR**

**BUILDING #260**

| | Estimated Annual Hours | | Price Per Hour | | Estimated Annual Price |
|---|---|---|---|---|---|
| First Year | | | | | |
| Snow Removal | 2,000 | X | $22.28 | = | $44,560.00 |
| Policing Auto Marine Terminals | 1,664 | X | $24.57 | = | $40,884.48 |
| Guard Booth Cleaning | 416 | X | $24.57 | = | $10,221.12 |

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- THIRD YEAR $ $267,710.03
(Sum of All Above INCLUDING LUMP SUM)

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

### SECTION I - BUILDING #260 AND ASSOCIATED AREAS

### THIRD YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Police | 100 Hours | X | $24.57 | = | $2,457.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Public Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Sweep Stairs | 10 Flights | X | $0.01 | = | $0.10 |
| Dust and Polish Walls | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- THIRD YEAR $3082.30

## THIRD YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

| | |
|---|---|
| Estimated Annual Price Routine And Periodic Cleaning- Third Year | $267,710.03 |
| Estimated Annual Price Extraordinary Cleaning- Third Year | $ 3082.30 |
| Total Estimated Price Building 260 and Associated Areas – Third Year | $270,792.33(c) |

**SUMMARY BUILDING 260**
**AND ASSOCIATED AREAS**
**SECTION I**

Total Estimated Price Building 260
and Associated Areas – First Year $256,593.51 (a)

Total Estimated Price Building 260
and Associated Areas – Second Year $263,529.20 (b)

Total Estimated Price Building 260
and Associated Areas – Third Year $270,792.33 (c)

Total Estimated Contract Price Building 260 and Associated Areas $790,915.04 (d)

## COST PROPOSAL FORM

## SECTION II – SIGN SHOP

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 1st Year |
|---|---|
| Sign Shop | $ 43,087.16 |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION II - SIGN SHOP

### FIRST YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $43,672.36(e)

## COST PROPOSAL FORM

## SECTION II – SIGN SHOP

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price<br>2nd Year |
|---|---|
| Sign Shop | $ 43,977.08 |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION II - SIGN SHOP

### SECOND YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $44,562.28(f)

## COST PROPOSAL FORM

## SECTION II – SIGN SHOP

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 3rd Year |
|---|---|
| Sign Shop | $44,911.50 |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION II - SIGN SHOP

### THIRD YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $45,496.70(g)

**SUMMARY SIGN SHOP**
**SECTION II**

| | |
|---|---|
| Total Estimated Price Sign Shop – First Year | $43,672.36 (e) |
| Total Estimated Price Sign Shop – Second Year | $44,562.28 (f) |
| Total Estimated Price Sign Shop –Third Year | $45,496.70 (g) |

Total Estimated Contract Price Sign Shop $133,731.34 (h)

## COST PROPOSAL FORM

## SECTION III – POLICE AREAS

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 1st Year |
|---|---|
| Police Areas | $52,716.64 |

## COST PROPOSAL FORM

## EXTRAORDINARY WORK

## SECTION III - POLICE AREAS

### FIRST YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Police | 100 Hours | X | $23.15 | = | $2315.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |
| Kennel Bath Area | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AN PERIODIC CLEANING - FIRST YEAR $55,666.84 (i)

## COST PROPOSAL FORM

## SECTION III – POLICE AREAS

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price<br>2nd Year |
|---|---|
| Police Areas | $ 53,895.30 |

## COST PROPOSAL FORM

## EXTRAORDINARY WORK

## SECTION III - POLICE AREAS

### SECOND YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Police | 100 Hours | X | $23.84 | = | $2384.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |
| Kennel Bath Area | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $56,914.50 (j)

## COST PROPOSAL FORM

## SECTION III – POLICE AREAS

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 3rd Year |
|---|---|
| Police Areas | $ 55,132.90 |

## COST PROPOSAL FORM

## EXTRAORDINARY WORK

## SECTION III - POLICE AREAS

### THIRD YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Police | 100 Hours | X | $24.57 | = | $2457.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |
| Kennel Bath Area | 1,000 Sq. Ft. | X | $0.50 | = | $50.00 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $58,225.10 (k)

## SUMMARY POLICE AREAS
## SECTION III

| | |
|---|---|
| Total Estimated Price Police Areas – First Year | $55,666.84 (i) |
| Total Estimated Price Police Areas – Second Year | $56,914.50 (j) |
| Total Estimated Price Police Areas –Third Year | $58,225.10 (k) |
| Total Estimated Contract Price Police Areas | $170,806.44 (l) |

## COST PROPOSAL FORM
## SECTION IV – ENGINEER'S OFFICE

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 1st Year |
|---|---|
| Engineer's Office | $43,087.16 |

## CONTRACTOR'S PRICE SHEET

## EXTRAORDINARY WORK

### SECTION IV - ENGINEER'S OFFICE

### FIRST YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $43,643.36(m)

## COST PROPOSAL FORM
## SECTION IV – ENGINEER'S OFFICE

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 2nd Year |
|---|---|
| Engineer's Office | $43,977.08 |

## CONTRACTOR'S PRICE SHEET

## EXTRAORDINARY WORK

### SECTION IV - ENGINEER'S OFFICE

### SECOND YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – SECOND YEAR $44,532.28(n)

## COST PROPOSAL FORM
## SECTION IV – ENGINEER'S OFFICE

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 3rd Year |
|---|---|
| Engineer's Office | $47,911.50 |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

### SECTION IV - ENGINEER'S OFFICE

### THIRD YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Spray Buff | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Strip & Refinish | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Strip and Seal | 1,000 Sq. Ft. | X | $0.09 | = | $90.00 |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $0.01 | = | $10.00 |
| Wash Walls | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Wash and Rinse Light Fixtures | 200 Each | X | $0.12 | = | $24.00 |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $0.02 | = | $20.00 |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $0.05 | = | $50.00 |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $0.03 | = | $30.00 |
| Lightly Rinse Blinds | 10 Each | X | $0.12 | = | $1.20 |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – THIRD YEAR $45,466.70 (0)

**SUMMARY ENGINEER'S OFFICE**
**SECTION IV**

| | |
|---|---|
| Total Estimated Price Engineer's Office – First Year | $43,642.36 (m) |
| Total Estimated Price Engineer's Office – Second Year | $44,532.28 (n) |
| Total Estimated Price Engineer's Office –Third Year | $45,466.70 (o) |
| Total Estimated Contract Price Engineer's Office | $133,641.34 (p) |

## COST PROPOSAL FORM

| | |
|---|---|
| Total Estimated Contract Price Building 260 and Associated Areas | $790,915.04 (d) |
| Total Estimated Contract Price Sign Shop | $133,731.34 (h) |
| Total Estimated Contract Price Police Areas | $170,806.44 (l) |
| Total Estimated Contract Price Engineer's Office | $133,641.34 (p) |
| Total Estimated Contract Price (Three Years) (Sum of d+h+l+p) | $1,229,094.16 |

## PART III (B) CALCULATION OF AVERAGE HOURLY RATE FORM

## INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

**Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract.**

**Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.**

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

**GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS**
**Cleaner**
**Year One**

**ITEM #1 MINIMUM DIRECT HOURLY WAGE** $ 13.34 item 1

**ITEM# 2**
AVERAGE HOURLY DIRECT WAGES $ 13.34
NUMBER OF EMPLOYEES 1

**ITEM #3**
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

**ITEM #4**
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.57 | 11 |
| VACATION ALLOWANCE | $ 0.52 | 10 |
| SICK TIME ALLOWANCE | $ 0.26 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $ 16.32 sub total 2, 3 & 4

**ITEM #5**
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.02 |
| N.J.S.U.I. | $ 0.46 |
| F.U.I. | $ 0.11 |
| WORKERS' COMPENSATION | $ 1.87 |
| GENERAL LIABILITY INSURANCE | $ 0.80 |
| DISABILITY INSURANCE | $ 0.10 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

**ITEM #6**
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 1.91 |
| UNIFORMS | $ 0.38 |
| EQUIPMENT | $ 2.60 |
| MATERIALS | $ 1.19 |
| SUPPLIES | $ 1.20 |

| | |
|---|---|
| **RELIEF** | $_____ |
| **ROLL CALL** | $_____ |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ 1.20 |
| **SPECIFY** Vehicle Insurance | |
| **AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.91 |
| **TOTAL (ITEMS # 2, 3, 4, 5 & 6)** | $ 31.07 |

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Two

ITEM #1 MINIMUM DIRECT HOURLY WAGE $ 13.74 item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $ 13.74
NUMBER OF EMPLOYEES 1

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $ 1.68

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.59 | 11 |
| VACATION ALLOWANCE | $ 0.53 | 10 |
| SICK TIME ALLOWANCE | $ 0.27 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $ 16.81 sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.06 |
| N.J.S.U.I. | $ 0.47 |
| F.U.I. | $ 0.11 |
| WORKERS' COMPENSATION | $ 1.93 |
| GENERAL LIABILITY INSURANCE | $ 0.83 |
| DISABILITY INSURANCE | $ 0.11 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 1.91 |
| UNIFORMS | $ 0.38 |
| EQUIPMENT | $ 2.60 |
| MATERIALS | $ 1.19 |
| SUPPLIES | $ 1.20 |

**RELIEF** $_____

**ROLL CALL** $_____

**OTHER COMPONENTS NOT SPECIFIED ABOVE** $ 1.20

**SPECIFY** Vehicle Insurance

**AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** $ 1.91

**TOTAL (ITEMS # 2, 3, 4, 5 & 6)** $ 31.71

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

**GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS**
**Cleaner**
**Year Three**

**ITEM #1 MINIMUM DIRECT HOURLY WAGE** $ 14.16 item 1

**ITEM# 2**
AVERAGE HOURLY DIRECT WAGES $ 14.16
NUMBER OF EMPLOYEES 1

**ITEM #3**
AVERAGE HEALTH BENEFITS
HEALTH $ 1.73

**ITEM #4**
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.60 | 11 |
| VACATION ALLOWANCE | $ 0.55 | 10 |
| SICK TIME ALLOWANCE | $ 0.28 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $ 17.32 sub total 2, 3 & 4

**ITEM #5**
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.09 |
| N.J.S.U.I. | $ 0.49 |
| F.U.I. | $ 0.12 |
| WORKERS' COMPENSATION | $ 1.99 |
| GENERAL LIABILITY INSURANCE | $ 0.85 |
| DISABILITY INSURANCE | $ 0.14 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

**ITEM #6**
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 1.91 |
| UNIFORMS | $ 0.38 |
| EQUIPMENT | $ 2.60 |
| MATERIALS | $ 1.19 |
| SUPPLIES | $ 1.20 |

| | |
|---|---|
| **RELIEF** | $_____ |
| **ROLL CALL** | $_____ |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ 1.20 |
| **SPECIFY** Vehicle Insurance | |
| **AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.91 |
| **TOTAL (ITEMS # 2, 3, 4, 5 & 6)** | $ 32.39 |

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

**GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS**
**Lead Cleaner**
**Year One**

**ITEM #1 MINIMUM DIRECT HOURLY WAGE** $ 14.98 item 1

**ITEM# 2**
**AVERAGE HOURLY DIRECT WAGES** $ 14.98
**NUMBER OF EMPLOYEES** 1

**ITEM #3**
**AVERAGE HEALTH BENEFITS**
**HEALTH** $ 1.63

**ITEM #4**
**AVERAGE SUPPLEMENTAL BENEFITS**
**(ITEMS NOT REQUIRED BY LAW)**

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.64 | 11 |
| VACATION ALLOWANCE | $ 0.58 | 10 |
| SICK TIME ALLOWANCE | $ 0.29 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

**SUB TOTAL (ITEMS # 2, 3 & 4)** $ 18.12 sub total 2, 3 & 4

**ITEM #5**
**AVERAGE TAXES AND INSURANCE**
**(ITEM REQUIRED BY LAW)**

| | |
|---|---|
| F.I.C.A. | $ 1.15 |
| N.J.S.U.I. | $ 0.51 |
| F.U.I. | $ 0.12 |
| WORKERS' COMPENSATION | $ 2.10 |
| GENERAL LIABILITY INSURANCE | $ 0.90 |
| DISABILITY INSURANCE | $ 0.11 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

**ITEM #6**
**AVERAGE ADDITIONAL COMPONENTS**
**(IF APPLICABLE)**

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 1.91 |
| UNIFORMS | $ 0.38 |
| EQUIPMENT | $ 2.60 |
| MATERIALS | $ |
| SUPPLIES | $ 1.20 |

| | |
|---|---|
| **RELIEF** | $ |
| **ROLL CALL** | $ |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ 1.20 |
| **SPECIFY** Vehicle Insurance | |
| **AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.91 |
| **TOTAL (ITEMS # 2, 3, 4, 5 & 6)** | $ 32.21 |

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

**GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS**
**Lead Cleaner**
**Year Two**

**ITEM #1 MINIMUM DIRECT HOURLY WAGE** $ 15.43 item 1

**ITEM# 2**
**AVERAGE HOURLY DIRECT WAGES** $ 15.43
**NUMBER OF EMPLOYEES** 1

**ITEM #3**
**AVERAGE HEALTH BENEFITS**
**HEALTH** $ 1.68

**ITEM #4**
**AVERAGE SUPPLEMENTAL BENEFITS**
**(ITEMS NOT REQUIRED BY LAW)**

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.66 | 11 |
| VACATION ALLOWANCE | $ 0.60 | 10 |
| SICK TIME ALLOWANCE | $ 0.30 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

**SUB TOTAL (ITEMS # 2, 3 & 4)** $ 18.67 sub total 2, 3 & 4

**ITEM #5**
**AVERAGE TAXES AND INSURANCE**
**(ITEM REQUIRED BY LAW)**

| | |
|---|---|
| F.I.C.A. | $ 1.18 |
| N.J.S.U.I. | $ 0.53 |
| F.U.I. | $ 0.13 |
| WORKERS' COMPENSATION | $ 2.16 |
| GENERAL LIABILITY INSURANCE | $ 0.93 |
| DISABILITY INSURANCE | $ 0.13 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

**ITEM #6**
**AVERAGE ADDITIONAL COMPONENTS**
**(IF APPLICABLE)**

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 1.91 |
| UNIFORMS | $ 0.38 |
| EQUIPMENT | $ 2.60 |
| MATERIALS | $ |
| SUPPLIES | $ 1.20 |

| | |
|---|---|
| **RELIEF** | $ |
| **ROLL CALL** | $ |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ 1.20 |
| **SPECIFY** Vehicle Insurance | |
| **AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.91 |
| **TOTAL (ITEMS # 2, 3, 4, 5 & 6)** | $ 32.93 |

PROPOSER NAME: Cristi Cleaning Serv. PROPOSAL NUMBER 16608

**GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS**
**Lead Cleaner**
**Year Three**

**ITEM #1 MINIMUM DIRECT HOURLY WAGE** $ 15.90 item 1

**ITEM# 2**
AVERAGE HOURLY DIRECT WAGES $ 15.90
NUMBER OF EMPLOYEES 1

**ITEM #3**
AVERAGE HEALTH BENEFITS
HEALTH $ 1.73

**ITEM #4**
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.68 | 11 |
| VACATION ALLOWANCE | $ 0.62 | 10 |
| SICK TIME ALLOWANCE | $ 0.31 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $ 19.24 sub total 2, 3 & 4

**ITEM #5**
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.22 |
| N.J.S.U.I. | $ 0.54 |
| F.U.I. | $ 0.15 |
| WORKERS' COMPENSATION | $ 2.29 |
| GENERAL LIABILITY INSURANCE | $ 0.96 |
| DISABILITY INSURANCE | $ 0.15 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

**ITEM #6**
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 1.91 |
| UNIFORMS | $ 0.38 |
| EQUIPMENT | $ 2.60 |
| MATERIALS | $ |
| SUPPLIES | $ 1.20 |

| | |
|---|---|
| **RELIEF** | $_____ |
| **ROLL CALL** | $_____ |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ 1.20 |
| **SPECIFY** Vehicle Insurance | |
| **AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.91 |
| **TOTAL (ITEMS # 2, 3, 4, 5 & 6)** | $ 33.69 |

# Cristi Cleaning Service

# General Cleaning Services
# At the
# New Jersey Marine Terminals

## Solicitation # 16608

All Cleaners at the New Jersey Marine Terminals will receive the following:

**1- Wage Rates:**

| 1st Year | 2nd Year | 3rd Year |
|---|---|---|
| **Lead Worker** | **Lead Worker** | **Lead Worker** |
| $14.98 | $15.43 | $15.90 |
| **Regular Cleaner** | **Regular Cleaner** | **Regular Cleaner** |
| $13.34 | $13.74 | $14.16 |

**2- Supplemental Benefits:**

| Supplemental Benefits |
|---|
| 11 Holidays |
| 2 Weeks Vacation |
| 5 Sick Days |
| Family Health Coverage |

## 6.2 Management Approach (8.F.2) (5.B)

This section of our proposal outlines our management approach for this contract effort. We discuss the number of current full-time employees, as well as the number over the last three years; our proposed staffing for this contract effort; how we intend to implement and manage the required services; and our plan to provide holidays, vacations, sick days, welfare, retirement and other supplemental benefits. We firmly believe this information shows that we can and will fulfill all contract requirements and that we will be able to acquire and maintain a steady workforce to ensure performance continuity.

### 6.2.1 *Company Full-Time Employees* (8.F.2.a)

Cristi Cleaning currently employs approximately 400 full-time employees on staff. Over the past three years, we have employed the following number of full-time employees:

2007 390
2006 375
2005 360

As is readily apparent, Cristi Cleaning is a company that continues to grow and prosper and the addition of this contract would not be a burden on our company.

### 6.2.2 *Staffing for this Contract* (8.F.2.b)

We have carefully reviewed the solicitation requirements and it is our intention to assign a total of 5 employees to this contract effort including the Lead Cleaner. The breakdown of personnel we intend to assign is shown below.

| Position | |
|---|---|
| One (1) | Lead Cleaner |
| Four (4) | Regular Cleaners |
| One (1) | Lead Project Worker |
| Two (2) | Project Workers |

We are confident that this number of personnel will enable us to perform the various general cleaning requirements as outlined in the solicitation. Our Lead Cleaner will be the primary point of contact for the Facility Manager and will have total authority to act on behalf of Cristi Cleaning on all contractual matters. He will coordinate and supervise the activities of the Cleaners and will have a complete and current understanding of all contract requirements.
Working directly for the Lead Cleaner will be the Cleaners. They will report directly to the Lead Cleaner and will perform all custodial activities for which we are responsible. They will be required to be on location, dressed in complete and proper uniform and in compliance with all rules and regulations, ensuring they are fulfilling their duties with enthusiasm and excellence. They will be responsible for reporting for work on time, in proper uniform and utilizing the proper tools and equipment to ensure comprehensive service.
The Lead Cleaner will maintain communication with the Facility Manager and will attend daily briefings to discuss operational and staffing issues, as well as attending, on an as-needed basis, additional meetings at the discretion of the Port Authority.

### 6.2.3 *Implementing and Managing the Required Services* (8.F.2.c)

It is our intention to offer the first right of refusal to any incumbent Cleaners and Lead Cleaner. Should these individuals be acceptable to the Port Authority and meet our company standards, they will be offered the opportunity to continue on this contract working for Cristi Cleaning. Should there not be enough incumbent employees to fill our proposed staffing, we will initiate an intensive recruiting campaign in the immediate area, subject potential employee to a background screening and offer employment to those who pass the screening, are acceptable to our company and the Port Authority. In this manner, we will be able to ensure sufficient personnel to begin full operation within 30 days of notice of award. We also have a ready pool of cleaning personnel on staff that can be assigned to this effort should we not find enough available new cleaning personnel in the immediate area.

During the time between notice of award and actual contract start date; we will have corporate and Supervisors individuals on-site to observe the day-to-day operations, to meet with Port Authority representatives and to begin the change over from the incumbent to our services. Once we have hired, uniformed and trained all employees, we will be ready to begin operations. Once we start performing on the contract, the supervision of the required services will be performed as outlined in the previous section of our proposal.

#### 6.2.3.1 *Plan to Ensure Compliance with Contract Requirements*

Our Lead Cleaner will be responsible for ensuring our employees are in complete compliance with all contract requirements. The Lead Cleaner will perform daily quality control checks of our employees and they will report on these checks to our corporate offices on a weekly basis, unless otherwise directed. Should they encounter any problems with performance, he will take immediate action to correct the problem, counsel the employee(s) involved and file a written report with our corporate offices.

On a monthly basis our corporate quality assurance personnel will perform quality control checks of the entire contract function and report the results of these checks, along with any necessary actions, directly to our corporate Vice President and Chief Operating Officer for review and action at the corporate level should that be necessary. Cristi Cleaning believes in 100% support of our contract personnel and our corporate officers are available 24/7 to assist our contract personnel in whatever manner is necessary.

Our Lead Cleaner will be responsible for scheduling all routine and periodic cleaning services as outlined in Exhibit A of the Solicitation. For personnel who are absent due to illness, vacation, etc. we will utilize the part-time workers we have assigned to fill-in for them. In all cases, personnel will be covered at all times so that no degradation of services ever occurs.

In order to perform the routine and periodic cleaning required by the solicitation, we intend to provide the following equipment:

Item
Floor Scrubbers
Wet/Dry Vacuums

Triple Action Machine
Carpet sweeper
Salt Spreaders
Snow Blowers
Snow Shovels
Ice Choppers
Cyclone Spreaders
Upright vacuums
Cell phones
Medical waste clean-up kits

In addition to the equipment listed above, Cristi Cleaning will also provide materials and supplies to include detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with our identification, polishes, sponges, paper picks and graffiti and glue removal products. For possible medical waste cleanup, we will provide red bags, gloves, sharps containers, bleach solutions and any other item necessary for the safe cleanup of medical waste.

Our Lead Cleaner will be available to meet with the Facility Manager as scheduled or as requested to discuss any matters pertaining to this contract, to review and/or inspect work being performed and to receive any directions, instructions, directives or information the Facility Manager may wish to transmit. The Lead Cleaner shall devote their entire time to performing the cleaning and janitorial work required and the oversight of the other Contract personnel.

Our Lead Cleaner will provide the Facility Manager with advanced scheduling for each three-month period to include the scheduled work to be accomplished, the dates and time of day when the work will be done, the number of cleaners to be assigned to each shift and other such information as requested by the Facility Manager. This scheduling report will be provided in both hard copy and on a computer disk using Microsoft Excel. All three-month schedules will be submitted no later than 20 days prior to the beginning of each three-month period. No changes will be made to the three-month schedules without prior approval of the Facility Manager.

Routine Cleaning and Thorough Cleaning to be scheduled by our Lead Cleaner will include all work to be performed under Exhibit A – Scope of Work. Periodic cleaning will include interior floor/ground surface cleaning; wall cleaning; light fixture cleaning; window, glass and metal cleaning; and miscellaneous cleaning. Periodic cleaning services will be performed at the frequencies outlined in the solicitation, or more often if requested by the Facility Manager. For both routine and periodic cleaning, our personnel will ensure total compliance with the solicitation requirements, with their work being monitored and checked by our Lead Cleaner.

Cristi Cleaning proposes to have a pool of people pre-screened and on-call for snow emergencies as we do with other facilities, with a response time of four hours or less to the site. We would coordinate with the Facility Manager in this matter to put a plan in place with a ratio of inches of snow to the number of people (i.e. 3" of snow requires four people) as we do in other facilities. Below, we outline the general aspects of our snow plan.

When and as directed by the Facility Manager, Cristi Cleaning will completely and expeditiously remove any snow, ice or sleet from such exterior areas of the facilities as the Facility Manager may designate and we will keep such areas free from further accumulations. Exterior areas will include, but will not be limited to, sidewalks, building entrance, emergency exits, and pedestrian crosswalks. Cristi Cleaning will keep the aforesaid areas at all times free from snow, ice and sleet. Upon the oral direction of the Facility Manager, Cristi Cleaning will promptly use deicing material on such of the aforesaid areas and in such a manner as specified by the Facility Manager.

The Snow removed, will be deposited by Cristi Cleaning in designated areas at the facility. Deposit will be in such a manner as to avoid interference with vehicular and pedestrian traffic. Cristi Cleaning understands we will not be responsible for removing such deposited snow away from the facilities. Within four (4) hours of the Facility Manager's request, Cristi Cleaning will provide such personnel as are deemed necessary for the performance of snow removal. Cristi Cleaning will maintain and submit such records as the Facility Manager may require documenting the number of hours expended by each such employee in the performance of snow removal.

Sand and/or deicing materials will be applied to such exterior areas as the Manager may direct. We understand such materials will be provided by the Port Authority at no cost to Cristi Cleaning, but Cristi Cleaning will be responsible for transporting such materials to and from the storage location at the facility designated by the Facility Manager. Cristi Cleaning will submit daily usage reports to the Facility Manager detailing all sand and/or deicing material utilized for the week covered.

### 6.2.3.2 *Insurance Requirements*

Cristi will procure and maintain the following insurance: (a) Workmen's Compensation and Employer's Liability insurance as required by law, limits to be Statutory; (b) Commercial General Liability insurance with limits of liability of not less than the amount required by P.A. (c) Automobile Liability insurance (covering owned, hired and non-owned vehicles used in or in connection with performance of the services) with limits of liability of not less than the amount required by P.A.
All Insurance maintained by Cristi pursuant to this agreement shall provide that it may be not cancelled or changed in coverage. The P.A. may request Cristi to furnish certificates of insurance evidencing the coverage's requires hereunder.

### 6.2.3.3 *M/WBE Participation Plan*

Cristi Cleaning Service is a certified small, minority, woman-owned business enterprise and it is our intention to perform these services with our own in-house assets. We intend to utilize minority and woman-owned businesses, as subcontractors for supplies, materials and equipment, but all cleaning services will be performed by Cristi Cleaning personnel. Should the need arise in the future to subcontract any portion of the cleaning services we would seek out qualified minority and woman-owned businesses and present their capabilities to the Port Authority prior to engaging them on any portion of the contract.
Please find attached following this page the M/WBE Participation Plan Sheet.

### 6.2.3.4 *Proposed Minimum Service Standards, Concepts or Procedures*

Our Lead Cleaner will be responsible for ensuring all cleaning requirements are met, in accordance with the contract and our own stringent standards. Below, we have outlined our custodial standards, which can be readily added to and/or modified for the unique situation within our areas of responsibility for this contract effort.

**Tasks and Standards**

The following tasks and standards were developed by Cristi Cleaning with the intent to ensure each prospective client the superior level of service we perform. These standards also are used as a training aid for all new employees to ensure all cleaning services are performed correctly.

Sweeping Tasks:
Sweep adjacent to and under furniture, fixture, entrance mats, in corners an on hard surface floors. Sweep all entranceways, porches, steps, loading dock, and landings. Floor mats, runner and entrance mats shall be taken outside the building, and properly swept and returned to their proper locations. Sweep all floors, stairs, and landings including all crevices formed by walls, treads, and similar areas requiring special attention to remove soil.
Sweeping Standard:
All visible dirt, dust, soil and debris on entrance ways, steps, floors, stairs, landings, mats and runners is removed and disposed of, as well as all snow and ice on entrance porches, steps and landings.
Damp Mopping Task:
Thoroughly sweep floor surfaces before mopping. Move entrance mats and all moveable runners to facilitate cleaning of the floors. Remove soil and moisture underneath entrance mats before returning mats to their normal location. Damp mopping requires the use of a clean mop, a neutral detergent. Clean Latrines & Kitchen floors with a germicidal solution. Move chairs, small tables, trashcans, and similar moveable furnishings to facilitate mopping. Return moved items to their original location after floor has dried. Stain removal shall be in strict accordance with the manufacturer instructions.
Damp Mopping Standards:
Floors shall be free of marks, stains, and dirt. Baseboards are free of splashed stains. Remove mop strings. The floor will have a uniform appearance with no streaks, swirl marks, or detergent residue.

PA 3749 C/ 8-07

**THE PORT AUTHORITY OF NY & NJ**
**Office of Business and Job Opportunity**

**PROCUREMENT**
**M/WBE PARTICIPATION PLAN**
**MODIFIED**

PAGE _____ OF _____

**Purchase Order #:** _____

**Contractor Name:** Cristi Cleaning Service Corp.

**Mailing Address:** 77 Trinity Place, Hackensack, NJ 07601

**Telephone Number:** 201-883-1717

**Contract Description:** General Cleaning at the New Jersey Marine Terminals

**Contract Amount:** _____

**Contract Goals:** MBE X WBE X

| Name, Address, Phone Number of PA Certified MBE/WBE subcontractor (including name of contact person) | Indicate MBE or WBE | Description of Work, Services to be provided. Where applicable, specify "supply" or "install or both "supply" and "install." | Anticipated date work will start and finish | Approximate $ amount of M/WBE Subcontract | M/WBE % of Total Contract Amount |
|---|---|---|---|---|---|
| Selecto Flash Safety Inc.<br>14 Village Park Road<br>Cedar Grove, NJ 07009<br>Contact Name: Lisa Colon<br>Phone Number: 973-239-7788 | MBE | Complete Uniforms and Safety Supplies | | | 3% |
| | | | **TOTAL:** | | |

**Signature of Contractor:** _____

**Print Name:** Alex Lucero

**Title:** Operations Manager **Date** 09/03/2008

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

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

Hard Scrubbing Task:
Scrubbing shall be accomplished with a rotary disk machine and scrubbing pad.
Hard Scrubbing Standard:
Surfaces and joints are clean, uniformly colored, and free of accumulated dirt.

Floor Burnishing Task:
Maintain burnished floors at a frequency to ensure a "High Luster Appearance". Sweep or dust mop floors. Remove stains, spots, spillage & marks before burnishing. Floors shall be dust mopped after burnishing to collect residue pad fibers, and dust caused by burnishing.
Floor Burnishing Standards:
Use pads designed for the current floor type wax and machine speed for the burnisher. Floors are properly prepared and cleaned (dust mop) after burnishing. Corners, edges are clean with no collection of dust, dirt, or pad fiber residue. Floors have a High Luster Appearance. Floors show no signs of contractor neglect. "Non Skid" Floor Sealer & Floor Finish/Wax is used.

Vacuum Cleaning Task:
Vacuuming shall include underneath desks, chairs, tables, and trash cans. Move small or light furniture. Do not move file cabinets. Return all furniture and furnishing to their proper location immediately after vacuuming is complete. Vacuum carpets with a Commercial High Particulate Efficiency Beater Bar type unit. Vacuum cleaners shall have at least 2 filtering systems. Dirt & debris shall be captured in an enclosed cavity (no bag units). The beater bar shall be adjustable and properly set to correspond with the pile height of the carpet.

Vacuum Cleaning Standard:
Carpet shall be free of all visible dust, litter, soil and embedded grit (to include staples, paper clips, and rubber bands).

Stain Removal Task:
This includes isolated shampooing of stains in carpet. Contractor is only responsible for removing stains which are 3ft x 3ft and smaller.
Stain Removal Standard:
Carpet is free of stains and not discolored.

Spot Cleaning of Rooms Task:
Spot clean all room walls surfaces with a solution of water and neutral cleaner.
Spot Cleaning of Rooms Standard:
Surface area is clean, with a uniform appearance and is free of streaks, spots and smudges.

Regular Dusting Task:
All dusting is completed before vacuuming or sweeping is started. Dust all horizontal surfaces, furniture, equipment & building equipment up to a height of 6 (six) feet above the floor. Dust artificial and live greenery. Remove trash found in planter boxes.

Regular Dusting Standard:
Surfaces, including cracks, corners, and vents shall have a uniform appearance free of marks, streaks, dust, dirt and soil with no oils. Spots or smudges caused by dusting tools. Do not disturb personal belonging left on desktops.

Cleaning and Polishing Furniture Task:
Clean & polish furniture such as files, bookcases, desks, chairs, tables, and coat racks. Remove dust, dirt, beverage marks, and spots.
Cleaning and Polishing Furniture Standard:
Furniture is uniformly clean, orderly and without oily surfaces.

Trash Removal Task:
Empty a wastebasket and other trash containers within the area and return receptacles to their original location. Put a new liner into the wastebasket. Clear plastic (see through) bags and black plastic bags are the only bags the contractor will dispose of. Plastic bags shall be of a thickness that can support trash & not break open. Contractor personnel will not handle other colored bags (red or orange). Boxes, cans, papers, etc., placed near a trash receptacle and marked 'Trash" shall immediately be cleaned up and disposed of. Replace soiled or torn plastic wastebasket liners. Any trash, debris, or boxes and items with "trash signs affixed to if from the building and deposited in the appropriate dumpster. The area around (exterior) the dumpsters shall remain free of trash and debris at all times. All trash shall be moved between floors using the freight elevator. **No trash bags shall be stored in hallways or corridors. Do not drag any trash bags across any floor surfaces.**

Cleaning Waste Receptacles Task:
Wastebaskets and other trash containers remain clean. Return trashcans to their original locations and replace with a fresh trash can liner.
Cleaning Waste Receptacles Standard:
Waste receptacles have no visible dirt, soil and stains.
Cleaning Drinking Fountains and Water Coolers Tasks:
Disinfect all porcelain and polished metal surfaces including the orifices and drains with a germicidal detergent solution.
Cleaning Drinking Fountains and Water Coolers Standard:
After cleaning, the entire drinking fountain shall be free of streaks, spots, smudges, scale, debris and other soil, bright, with no water splashed on the walls or floor and with the metal bright and shinny.
Wall Washing Task:
During the process of cleaning, use care to ensure no water is spilled on the floors or furnishings. A germicidal detergent, which conforms to government standards, shall be used in the rest rooms, latrines, locker rooms, shower rooms, food services areas, gymnasium areas, and laundry rooms.
Wall Washing Standard:
Walls shall be free of streaks, oily films, or visible smudge marks.

Cleaning of Lavatory Equipment Task:
Clean equipment/fixtures with a germicidal detergent solution. Commodes and urinals shall be cleaned with a "Low Acid Bowl Cleaner". All urinals shall have" a urinal screen with a deodorizer block" placed inside the urinal. All screens shall be replaced as needed. Provide a new bag liner in each sanitary napkin receptacle daily (when soiled).
Cleaning of Lavatory Equipment Standard:
Surfaces shall be uniformly clean. Bright work will be free of mold and fungus; Fixtures will have no streaks, stains and no excess moisture. There shall be no evidence of water or soap solution spilled on the floor or on the wall, either behind or adjacent to the fixtures.

Cleaning of Sinks Task:
There shall be no evidence of water or soap solution spilled on the floor or on the fixtures.
Cleaning of Sinks Standard:
Surfaces shall be clean, shiny, mold free, fungus free, and without streaks or stains.
Restroom Cleaning Task:
Clean all surfaces of toilet, urinals, lavatories, service sinks, showers, soap holders, dispensers, mirrors, and other such surfaces with a disinfectant cleanser in accordance with TM5-609. Remove all trash in accordance with "trash removal task". Sweep and mopped floors in accordance with appropriate "Task" narratives. Replace empty deodorizers with new cans provided by the contractor.
Restroom Cleaning Standard:
There shall be no dust, spot, stains, rust, films, lint, fiber, and soil or excess moisture left on fixtures. All fixtures including mirrors are clean and bright work is free of dirt, debris, and stains.

Restocking Task:
Refill toilet tissue dispensers with (2-ply) paper conforming to government standards. Fill towel dispensers with paper towels conforming to government standards. Fill hand soap dispensers and receptacles with "Anti-Bacterial" soap conforming to government standards. Provide sufficient supplies of toilet paper, paper towels, and soap to last until the next required filling.
Restocking Standard:
Fill all dispensers and receptacles

Dust Venetian Blinds and Window Shades Task:
Dust blinds and shades in place. Contractors can remove blinds for additional cleaning if the in place dusting fails to remove dirt.
Dust Venetian Blinds and Window Shades Standards:
After cleaning, all shades and blinds are free of dust, stains, residue or streaking. Return all shades and blinds to their original position.

Machine Scrubbing of Ceramic Tile and Quarry Tile Surfaces Task:
Sweep floors before scrubbing. Floor areas with ceramic tile and quarry tile (to include locker rooms, restrooms, and kitchen areas) shall be cleaned using an appropriate cleaning solution and a single disc buffing machine equipped with a bassinet brush. Manually scrub areas of the floor, which are inaccessible by machine.
Machine Scrubbing of Ceramic Tile and Quarry tile Surfaces Standard:
After cleaning, the floors shall have a uniform appearance and be free of all dirt, debris, spots, removable stains, films and grease. Grouted joints are clean and free of dirt, debris, or discoloration.

Sweep and/or Dust mop all Floors, Stairs and Landings Task:
Broom sweep or dust mop all surfaces. This includes crevices formed by walls, treads and similar areas requiring special attention to remove soil. Chairs, tables, trash cans, and similar moveable furnishings shall be moved to sweep all visible areas and are returned to their original location after sweeping.

Sweep and Damp mop all Floors, Stairs and Landings Standard:
Remove all dirt, dust, soil and debris. The surface appearance shall be clean.

Spot Clean and Wipe off Glass Surfaces of Entrance Doors, Glass, and Frames Task:
Clean all interior and exterior glass surfaces of entrance doors and frames.
Spot Clean and Wipe off Glass Surfaces of Entrance Doors, Glass, and Frames Standard:
All glass shall be free of all dirt, soil, spots, films, lint, and fibers.

Spot Clean and disinfect all Partitions, Stalls, and Stall Doors and Showers in the Restroom Task:
Clean all surfaces of partitions, stalls and doors, and showers (including shower doors, walls, floors, drains, faucets, and piping) with a disinfecting cleaning solution.
Spot Clean and Disinfect all Partitions, Stalls, and Stall Doors and Showers in the Restroom Standard:
All surfaces shall be free of all dirt, soil, marks and nonpermanent stains to result in all surfaces being uniform and free of streaks, spots, and smears. Shower walls will have no film, streaks or residue.

Wax and Buff all Floors, Hallways, and Entrance Ways Task:
All floors shall be swept and damp mopped in accordance with "Sweeping & Damping Mopping" standards before applying wax. All non-carpeted floors are properly waxed. Clean a minimum distance of one foot under rugs.
Wax and Buff all Floors, Hallways, and Entrance Ways Standard:
After waxing and buffing the entire floor shall have a uniform glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a visible uniform coating of wax.

Snow & Ice Removal Task:
Remove snow and or Ice from the following locations:
1. Porches, patios, sidewalks
2. Main entrances
3. Parking lot entrances and adjacent sidewalk areas

Snow & Ice Removal Standard:
The exterior building areas shall be maintained free of snow, ice, and all other hazardous conditions at entrances, steps, landings, walkways, and other approaches. No snow is to be dumped on or near trees, shrubbery, ground cover, or flowerbed areas. The specified areas shall be free of snow and ice accumulations. Snow shall not be piled up against buildings, or obstruct pedestrian or vehicular flow.

*Floor Care Procedures*

Companies who fail to understand how to clean and maintain various floor types are inviting disaster. Too much water applied to a wood floor can cause it to buckle; Too much water or stripper applies to a tile floor that is allowed to stand too long can break down the bonding of the adhesive between the floor and tile and the floor tiles can pop off; improperly maintained carpet can lose its color or even buckle or shrink. With the multitude of floor types available and the various cleaning methods they might require, it would take an encyclopedia of flooring to cover all of the procedures that should be followed. Some key points, however, can help in the decision making process.

Frequency
The key to maintaining floor surfaces at an optimal level that extends the life of the floor while enhancing its appearance is routine cleaning on a regular basis, daily if possible. Too often, managers schedule cleaning less frequently, supposedly to save money. In the short run it does

save money, but in the long run it can actually cost more. For example, a carpet that is cleaned only sporadically may last only five years, but a carpet that receives a good routine cleaning may last ten years or more.

Procedures
It is common sense to use the least invasive methods and chemicals to clean floor surfaces. It is easier to maintain a resilient tile floor through regular buffing, using a mop-on floor restorer, than it is to strip the floor using strong chemicals and a cleaning process that are labor and machine intensive. Regular buffing is far less invasive and less expensive than stripping floors. There is no reason a well-maintained hard floor finish cannot last three years or more, with proper maintenance.

Equipment
Use the right equipment for the job. Each type of floor may require a particular piece of equipment. Managers must work with manufacturers, installers and custodial equipment suppliers to find the best piece of equipment to maintain each type of installed flooring. The right piece of equipment, in the proper size with the required features, can set the stage for success.

Worker Training
The most critical element of a quality floor care program is personnel training. Failure to train cleaning personnel in the various methods of floor care will spell disaster. For instance, using the wrong chemicals on carpet can destroy it and using the wrong cleaning solutions on a hard floor can damage or dull its finish. The greater the amount of time spent in training personnel, the more likely it is that the facility, including its floors, will be maintained at an optimum level.
Tasks
All types of floor care involve a series of tasks including vacuuming, spot removal and gum removal for carpeting. In the case of hard floors, tasks include dust mopping, damp mopping and spray buffing. The more often these tasks are performed, the greater the level of cleanliness and the easier it is to clean the floor type.

Special Cleaning Schedules
Assuming a manager has set up frequencies for cleaning and that those frequencies include carefully scripted tasks, the next step is to develop a series of maintenance schedules for floor cleaning and maintenance outside the normal daily frequencies and tasks. These schedules would highlight special cleaning, such as scrubbing and re-coating hard floors with finishes, bonnet cleaning, dry-foam cleaning and deep extraction of carpeted floors.

**6.2.3.5** Determining and Maintaining Performance Measurements
Our Lead Cleaner will initiate and maintain checklists of requirements that will be used on a daily basis and reviewed weekly to ensure our personnel are performing properly. Should discrepancies be noted at any time by our management or Lead Cleaner personnel, they will be corrected on the spot when possible, but in any case within 24 hours of the discrepancy. Employees who do not meet our requirements will have actions taken against them ranging from verbal warnings/counseling up to and including dismissal from employment with our company. The checklists will enable our management and Lead Cleaner personnel to review daily contract performance and determine any weak areas. Weak areas, if noticed, will be reinforced through extra training when necessary, pairing a lesser performing employee with a better performer, or through dismissal of the errant employee if necessary.

## 6.3 Experience, Financial and Management Capability (8.F.3) (5.B)

This section of our proposal presents our experience, financial and management capability for your review. We provide a current list of contracts that required day-to-day interface with the public as will this contract; we discuss the qualifications and experience of our proposed managerial and Lead Cleaner personnel and provide their resumes; we describe our current employee management programs; and we discuss our company technical expertise and past experience that will show our capability to perform this contract for the Port Authority. This information shows our qualifications and capability to perform this contract effort.

### 6.3.1 *List of Contracts* (8.F.3.a)

Below is a listing of contracts we are currently performing that require cleaning services and daily interaction between our employees and the public.

| | |
|---|---|
| *Name:* | *John F. Kennedy International Airport* |
| Place of Performance: | JFK Airport Parking Lots, NY |
| Contact: | Jeff Agoglia Phone: 718-244-3652 |
| E-Mail Address: | jagoglia@panyny.gov |
| Work Performed: | Custodial Services of Parking Lots |
| Date Completed: | 11/01/2007 to 10/31/2010 |
| Dollar Value: | $2,400,000.00 |

| | |
|---|---|
| *Name:* | *LaGuardia Airport* |
| Place of Performance: | Laguardia Airport Parking Lots, NY |
| Contact: | Robert Barnes Phone: 718-533-3483 |
| E-Mail Address: | rbarnes@panynj.gov |
| Work Performed: | Parking Lot Cleaning and Policing |
| Date Completed: | 03/01/2008 to 02/28/2011 |
| Dollar Value: | $1,800,000.00 |

| | |
|---|---|
| *Name:* | *John F. Kennedy International Airport* |
| Place of Performance: | JFK Airport Building 14 |
| Contact: | Dave Holt Phone: 718-244-3556 |
| Work Performed: | General Cleaning Services |
| E-Mail Address: | dholt@panynj.gov |
| Date Completed: | March 2003 to Date |
| Dollar Value: | $1,800,000.00 |

| | |
|---|---|
| *Name:* | *Laguardia Airport-Marine Air Terminal* |
| Place of Performance: | Laguardia Airport-Marine Air Terminal |
| Contact: | Robert Barnes Phone: 718-533-3483 |
| E-Mail Address: | rbarnes@panynj.gov |
| Work Performed: | General Cleaning Services |
| Date Completed: | 08/01/07 TO 08/01/2010 |
| Dollar Value: | $1,400,000.00 |

| | | |
|---|---|---|
| *Name:* | *Avports Teterboro Airport* | |
| Place of Performance: | Teterboro Airport, NJ | |
| Contact: | John Panarello, Manager | Phone: (201) 288-1775 |
| Work Performed: | General Cleaning Services | |
| Date Completed: | 03/01/2007 TO 02/28/2010 | |
| Dollar Value: | $201,000.00 | |

**6.3.2** *Managerial and Lead Cleaner Personnel Qualifications and Experience* (8.F.3.b)

As stated in Section 6.2.2 of our proposal, we intend to assign 1 full time Lead Cleaner to this contract effort. It is our belief that management and supervision of a contract will lead to either success or failure; therefore, we are very careful about choosing the personnel we assign to these functions.

**6.3.2.1** *Resumes*

We have included resumes for management and Lead Cleaner personnel we have available that could be assigned to this contract should there not be enough or any incumbents who are acceptable to the Port Authority and our company immediately following this page of our proposal for your review. As you will see, we have proposed personnel with the requisite knowledge, experience and qualifications necessary to ensure proper supervision and oversight of this contract effort.

Tel:
Fax:
Email:

Ex. 1

# Carmen Castillo

## Experience

2001-Present Cristi Cleaning Service Queens, NY

**Supervisor/Maintenance**

- Supervised 10 workers. Supervised building and make sure they in clean and order condition.
- Maintained stock room in order.
- Notify management concerning needs for any repair or additions to lighting.
- Clean & maintained buildings in order.

1988-2001 Ridgewood/Bush wick Citizen Center Brooklyn, NY

**Home Attendance Supervisor**

- Supervised and managed 15 home attendants for a senior citizen care firm.
- Make sure proper care was given to patients in their homes.
- Check bed linens, washed and ironed laundry and also checked if home was cleaned in a daily basis.
- Maintained records of services performed by Home Attendant. Write up employees who were not doing job correctly.

1987-1995 Dr. Harri Shuckla Office Brooklyn, NY

**Receptionist**

- Compiled, verified, typed and field medical records.
- Prepared folders and maintained records of newly admitted patients.
- Reviewed medical records for completeness, assembled records into standard order and field records in designated areas according to applicable alphabetic and numeric orders.
- Posted results of laboratory test to records. Structured and maintained a professional atmosphere. Attend customers in the office. Answering heavy phone calls.

## Education

1969-1972 141 High School Bronx, NY

- High School Diploma/Nurse.

## Skills and Abilities

Knowledge in Computer Software: Microsoft Word, Power Point, Excel, adding machine, calculator and Typing Skills. Bilingual (English/Spanish).

**References Available Upon Request.**

WILLIAM MERCADO

Ex. 1

**Work Experience:**

**Cristi Cleaning Service** **4/01 – Present**
**Supervisor**
***LaGuardia Airport – Queens, NY***
*Duties include, but are not limited to:*

- Supervising a staff of 13 which clean all terminals at the airport,
- Conducting hiring/exiting interviews,
- Developing work schedules,
- Maintaining and submitting all payroll reports.

**Metropolitan Jewish Health System** **4/98 – 3/00**
**Mail Room Clerk/Office Assistant**
*Duties included, but were not limited to:*

- Sorting and distributing mail as well as maintaining daily postage used log,
- Assisting in special projects,
- Performing routine clerical tasks and record keeping,
- Alternating shifts at reception area.

**JR Rappers** **6/97 – 3/96**
**Shipping clerk**
*Duties included, but were not limited to:*

- Loading and unloading merchandise.
- Inputting invoices, labels, etc. into the company computer.
- Deliveries to the garment district in Manhattan, NY and returning with any bulk merchandise.

**Education:**

Aviation High School
Graduated: 1997

**Skills:**

- Knowledge of all Microsoft Office programs: Word, Excel, Publisher and PowerPoint
- Knowledge of Quickbooks Pro
- Fluent in Spanish.

**References Available Upon Request.**

## BETCO'S ENVIRONMENTAL COMMITMENT

At Betco Corporation, being environmentally responsible is a company standard. We are committed to developing products, programs and procedures that meet or exceed health and environmental standards while providing cost effective benefits to accomplish your maintenance goals.

Since 1990, Betco has shown its environmental leadership through use of the Green Earth® brand of products; packaged in recyclable containers and delivered through chemical management systems.

We have expanded our green leadership position by introducing a complete green solution – including green equipment, floor care and skin care products.

The purpose of this workbook is to provide an overview of the Green Cleaning opportunity to assist you in making an informed decision.

## TABLE OF CONTENTS


1. What is Green Cleaning?

2. Why should we be concerned with Green Cleaning?

3. Benefits of Green Cleaning

4. Green Certifications and Partnership Programs
   a. Green Seal
   b. United States Green Building Council and the LEED Program
   c. Canada's Environmental Choice Program
   d. EPA Design for the Environment Program (DfE)
   e. Green Guard
   f. ISSA Cleaning Industry Management Standard (CIMS)
   g. Hospitals for a Healthy Environment (H2E)
   h. Healthy Schools Campaign

5. Green Cleaning Procedures

6. Selecting Green Products

7. Implementing a Green Cleaning Program

8. Frequently Ask Questions

9. Green Building Facility Survey

10. Resources for Information

11. Green Cleaning Certification Test

12. Glossary


888-GO BETCO

## 1. WHAT IS GREEN CLEANING?

Executive Order 13101 defines Green Cleaning as the use of products and services that reduce the health and environmental impact compared to similar products and services used for the same purpose. Another definition of Green Cleaning is cleaning to safeguard human health while minimizing the impact to the environment. Its goal is to protect the health of building occupants, visitors and cleaning personnel, as well as reducing polluting effects on our air and water. Unlike traditional cleaning, it goes far beyond simple appearance, focusing on products and services that have fewer adverse health and environmental impacts as compared with others that might be used for the same purpose.

For the past two decades, the major emphasis in the JanSan industry has been to find new ways to "do more with less". Accordingly, most new cleaning procedures, products and systems have been developed with the primary goal of improving the productivity of cleaning personnel and reducing costs. Although these aspects are important, the health of the facility and those who live, work or occupy it have not received the same deserved attention. Green Cleaning changes all of this by helping to clarify the connection between cleaning, health and the protection of our environment.

Green Cleaning is more than just using "green" products. The success of a green cleaning program is dependent on numerous other factors. While the selection of product is important, it will have little effect in an otherwise inadequate cleaning regimen that leaves facilities dirty and the health of occupants, visitors and the environment at risk. Green Cleaning encompasses a total program including chemicals, procedures, equipment, paper, liners, mops, matting, everything used in an effective cleaning program.

The movement toward green cleaning does not imply that traditional methods are inadequate or have created unsafe conditions. Instead it can be viewed as simply taking the next step beyond our current approaches to further reduce polluting impacts while continuing to maintain and improve the healthfulness, comfort and aesthetics of our surroundings.

## 2. WHY SHOULD WE BE CONCERNED WITH GREEN CLEANING?

The USA comprises about 5% of the world's population and annually produces 27% of the world's garbage.

The USA uses 6 billion pounds of chemical products yearly.

The USA uses 4.5 billion pounds of paper products yearly.

The USA uses 35 billion pounds of plastic liners yearly.

The USA disposes 500 million pounds of cleaning equipment yearly.

The USA disposes of 100 million tons of construction waste yearly.
80% of our time is spent in doors.

EPA rates the indoor environment is potentially 3-5 times more harmful to humans than the outdoor environment.

EPA rates indoor air quality as one of the top 5 health risks.

Two-thirds of commercial buildings are rated as having "sick building syndrome" = $20 billion in worker compensation claims.

There are 100 million lost work days each year do to poor indoor air quality = $100 billion.

These numbers emphasize the immediate need to be concerned about the cleaning process and its effect on the health of the user, occupant, visitor and the indoor and outdoor environment.

Also more state and local governments are mandating environmentally preferable purchasing procedures, products, equipment and cleaning procedures.

**States** – California, Illinois, Iowa, Massachusetts, Minnesota, New Jersey, New York, Tennessee, Vermont, Washington, Wisconsin and more all the time.

## 3. BENEFITS OF GREEN CLEANING

The primary benefit of Green Cleaning, with its emphasis on cleaning for health, not just appearance, is a cleaner, healthier building. A healthier indoor environment translates into many concrete, bottom-line benefits for building owners, managers, service personnel and building occupants.

**The triple bottom line –**

**Economic** – increased productivity, ROI, energy savings; reduction of hard and soft operating costs.

**Environmental** – using more renewable raw materials. The extraction of raw materials to manufacture janitorial chemicals, supplies, equipment has a significant impact on the environment, as does the transportation, use and disposal of these items. Many of the raw materials are not a renewable resource so they are depleted and will not be available for future generations.

**Social/professional** – gain respect for our industry. Historically our industry hasn't considered the social impact of cleaning. We can't expect people outside our industry to engage us as professionals or look at cleaning with respect unless we respect ourselves.

**Increased Indoor Air Quality (IAQ) and Productivity –**

Excessive VOCs, airborne dust and other indoor pollutants can cause numerous health problems among building occupants and workers, resulting in increased absenteeism and lower productivity on the job. The average American spends 80% of their time each day indoors and the EPA ranks indoor air quality as one of the top 5 risks in the US. A recent study estimated that the value of increased productivity and reduced absenteeism among office workers from better cleaning methods could be as high as $160 billion nationwide. Another analysis estimated that businesses could realize an increase in worker productivity up to 5% through improvement in indoor environment through better ventilation and cleaning methods.

Reduced absenteeism is a key issue with public schools. A study in the Syracuse, NY school system showed improved cleaning practices increased attendance by more than 11%, resulting in an increase of $2.5 million in state reimbursements. Other studies in elementary schools show a marked increase in standardize test scores from 20-50%. Total illness has decreased by 20-30% in surveyed schools.

**Improved worker recruitment and retention –**

A healthy indoor environment improves morale among existing employees, reduces turnover and facilitates recruitment of new personnel. People want to work in a healthy environment.

**Potential greater rental income and building value –**

More tenants are aware of indoor air quality and will actually spend more per square foot in a "green" building. USSA Realty Company reported an 80 cent/sq. ft. increase in market value of environmentally sustained properties.

**Lower costs –**
Better cleaning procedures and safer products can significantly improve the health of building occupants, reducing healthcare and insurance costs. Experts expect insurance companies to offer lower rates for Green Cleaned buildings in the future. Green Cleaning can also reduce the cost of environmental protection to the community as a whole. Correcting a problem at the source, such as using safer products, costs significantly less and is more effective than taking corrective action downstream at a later date. Recent California studies have shown a 20-30% yearly savings due to more efficient water use and a 20-30% savings due to more efficient heating and cooling systems.

**Fewer complaints –**
As the public has become more aware of the hazards of poor indoor air quality, building occupants have become increasingly intolerant of substandard maintenance. If the building is maintained better, there will be fewer complaints from the occupants.

**Compliance with new governmental regulations –**
In recent years, state, local and federal governments have increased their regulation of VOCs and other hazardous chemicals. By using less toxic chemicals, green cleaning helps insure compliance with current and emerging regulations. A number of states and municipalities have started creating tax incentives to encourage more responsible construction and maintenance procedures to protect people and the environment. There are numerous states and local municipalities that have mandated selected forms of Green Cleaning and more will be forth coming in the future, especially in the education sector.

**Longer lasting buildings –**
Green cleaning extends the life of a facility's carpets, floors, furnishings, computers, HVAC systems and other components. This reduces replacement costs and saves the owner money in the long-run. Recent surveys have shown as much as .30¢ to .70¢ annual savings per square footage total operational costs for the building.

**Better public image –**
With the increased publicity the indoor and outside environment has received in recent years, Green Cleaning will create a more favorable public image for companies in their communities.

**Source reduction –**
A main component of Green Cleaning is the use of concentrated chemicals through a chemical management system versus using ready to use products. This will make an impact on the materials dumped into landfills each year. Also the use of recycled materials, paper and plastic, will impact the source reduction.

## 4. GREEN CERTIFICATION AND PARTNERSHIP PROGRAMS

### 4-A GREEN SEAL

**What is Green Seal:**
Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats and minimize global warming and ozone depletion. It works with manufacturers, industry sectors, purchasing groups and governments at all levels to "green" the production and purchasing chain.

**Mission:** to achieve a more sustainable world by promoting environmentally responsible production, purchasing and products.

**Through its standard setting, certification and education programs, Green Seal:**

- Identifies products that are designed and manufactured in an environmentally responsible manner.
- Offers scientific analyses to help consumers make educated purchasing decisions regarding environmental impacts.
- Ensures consumers that any product bearing the Green Seal Certification Mark has earned the right to use it.
- Encourages manufacturers to develop new products that are significantly less damaging to the environment than their predecessors.

**History:**
In the late 1980's the environmental community felt that after two decades of hard-won litigation and advocacy campaigns, it was time to incorporate a less adversarial approach to industry in the their programs. They decided to initiate in the United States a product ecolabeling program, similar to the ones in Germany and Canada. Ecolabeling helps consumers identify green products. When the Green Seal logo is present on a product, the end user can be assured the product was evaluated by an independent unbiased third party for fourteen different criteria.

Green Seal was founded in 1989 as a non-profit organization and issued the first product certifications in 1992. A number of environmental standards were completed and several major companies applied to have their products evaluated.

**Green Seal Services:**
**Purchasing –**

Institute or improve green purchasing
Lists of recommended products
Standards, criteria and contract language
Environmental or financial justification for environmental purchases

**Operations –**

Evaluation of building maintenance
Recommendations for environmental improvement
Environmental product criteria, service contracts
Manual for specific operations

**Facilities –**

Evaluation and design
Recommendations for environmental upgrading
Equipment criteria and recommendations
Identification of potential savings through environmental improvement

**Green Seal specific programs:**

**Greening your Government** – technical assistance to all levels of government in their purchasing, operations and facilities management

**Product Standards and Certification** – development of environmental standards for leadership products in specific categories and certification of products that meet them. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures.

**Product Recommendations** – technical reports on products in a variety of categories giving specific brand recommendations of those that meet screening criteria.

**Greening the Lodging Industry** – long-term project with hotels and motels to green their operations and purchasing, including certification of specific properties.

***Standards:***

Green Seal bases its work on thorough, state-of-the-art scientific evaluations using internationally accepted methodologies like ASTM standardized testing. Product evaluations are conducted using a life-cycle approach to ensure that all significant environmental impacts of a product are considered, from raw materials through manufacturing to disposal in creating their standards. Green Seal uses the following 14 specific criteria to evaluate products.

Meets performance tests
No human toxicity
No carcinogens or reproductive toxins
No skin/eye corrosivity
Not a skin sensitizer
Non-combustible
Minimal VOCs
No aquatic toxicity
Biodegradable
No eutrophication
Use of concentrates
Safe fragrances
No endocrine disruptors
Reduced packaging

**Certification:**
Once a standard has been established, Green Seal accepts applications for certification. Products are then evaluated for compliance with the applicable Green Seal standard. The manufacturing facility is then visited to evaluate quality control procedures. Once certified, products are subject to annual monitoring to insure that the product offered for sale continues to meet the Green Seal standard. Certification and yearly renewal fees are charged participating manufacturers.

**GS-37 Standard for Industrial & Institutional Cleaners:**
**Bathroom cleaners. (Green Earth® Peroxide Cleaner)**
This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

**General-purpose cleaners. (Green Earth® Daily Floor Cleaner)** This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

**Glass cleaners. (Green Earth® Glass Cleaner)** This category includes products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.
Carpet Cleaners. This category includes products used to clean carpets. The product must perform as well as a nationally recognized product in its category in both cleaning efficiency and re-soiling resistance.

**Disinfectants.** There is no standard for disinfectants. By nature disinfectants kill bacteria, good and bad. The green community suggests using fewer disinfectants, ones with moderate pH, low VOCs and only in specified areas like ORs, ERs, critical care areas, food service/production, etc.

**GS 40 Floor-Care Products, finishes and compatible strippers:**
**Finishes. (Green Earth® Floor Finish and Green Earth® Prelude)** will include floor finish designed to polish, protect or enhance floor surfaces by leaving a protective wax, polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. The finish must meet normal performance criteria such as, stripability; slip resistance, resistance to black heel marking, etc. Certified finishes will contain no heavy metals like zinc.

**Strippers. (Green Earth® Finish Stripper)** The floor finish stripper is defined as a product designed to remove floor finish through breakdown of the finish polymers or by dissolving or emulsifying the finish, polish or wax. This standard does not address general purpose cleaners that can be used to clean floors, floor sealers, spray buffing products or products designed to remove floor wax solely through abrasion.

**GS 41 Hand Soaps: (Clario Green Earth® Foam and Lotion soaps)**
This standard establishes criteria for industrial and institutional hand soaps. The standard does not apply to hand cleaners used in households, for preparation operations or medical facilities, nor do they cover anti-bacterial hand cleaners or hand sanitizers. Criteria for hand cleaners in this standard include:

Perform as well or better than conventional hand cleaners.

Are biodegradable and have limited toxicity to aquatic life.

Are packaged in recyclable packaging, ideally incorporating recycled content.

Have eliminated ingredients considered likely to negatively impact health and the environment.

**GS 42 Environmental Standard for Cleaning Services:**
This standard will establish requirements for cleaning service providers, including in-house and external cleaning services, to create a Green Cleaning program that protects human health and the environment. Green Cleaning encompasses all indoor activities typically required to clean commercial, public and industrial buildings. This standard does not include maintenance of exterior areas or residential buildings.

Cleaning Service Providers will develop and maintain a set of written guidelines or Standard Operating Procedures that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training and inspection programs and reporting and record keeping procedures.

**Other Green Seal Standards relevant to the Jan San Industry:**

| | |
|---|---|
| GS 01 | tissue paper |
| GS 08 | household cleaners |
| GS 09 | paper towels and paper napkins |
| GS 11 | powdered laundry bleach |
| GS 33 | lodging properties |

## 4-B UNITED STATES GREEN BUILDING COUNCIL (USGBC)

**What is USGBC?**
USGBC is a standard-setting organization focused on the rapidly growing green building industry. It was formed to address the significant impacts of building design and operation on human health and the natural environment. It is a coalition of leaders from all segments of the building industry, including building owners and managers, architects and engineers, builders, building service contractors, product manufacturers, insurance companies and all levels of government. Currently there are over 10,000 members in the USGBC.

**Mission:**
Its mission is to accelerate the development and implementation of green building practices and promote buildings that are environmentally responsible, profitable and healthy places to live and work.

**Leadership in Energy and Environmental Design (LEED) Green Building Rating System:**
In 2002, USGBC began development of its nationally accepted LEED rating system. This program is a complete set of assessment tools to promote sustainable building design, construction and operations practices. LEED is voluntary, consensus-based, market-driven standards designed to raise consumer awareness of green building benefits, encourage environmental leadership in the building industry and promote certification of high-performance, sustainable buildings nationwide.

**LEED standards are currently available or under development for assessing building performance and meeting sustainability goals in a variety of green building areas.**

| | |
|---|---|
| LEED – EB | Existing building operations |
| LEED – NC | New construction and major renovation projects |
| LEED – CI | Commercial and interior projects that create more efficient and healthier interiors |
| LEED – CS | Core and shell projects allows the building owner to educate tenants about the advantages of green |
| LEED – H | Standards for single-family and low-rise multi-family residences. |
| LEED – ND | Neighborhood development |

LEED for retail, schools and healthcare are in the development stages.

**LEED – EB Rating System:**

| | |
|---|---|
| Certified level | 34 – 42 points |
| Silver level | 43 – 50 points |
| Gold level | 51 – 67 points |
| Platinum level | 68 – 92 points |

The jan san industry can assist building managers achieve over 30% of the base level of certification points and 1 to 5 innovation points with products, procedures, training and LEED Certified Professionals. These certification points are normally simple and affordable to achieve.

**Criteria to earn LEED Certification Points:**
Indoor Environmental Quality – reduce the exposure of building occupants and maintenance personnel to potentially hazardous biological and particulate contaminants.

EQ Prerequisite 3 – GREEN cleaning policy
**(Required)**

EQ Credit 3.1 – high performance cleaning program
**(1 point)**

EQ Credits 3.2 & 3.3 – custodial effectiveness assessment
**(1 point)**

EQ Credits 3.4-3.6 – purchase of sustainable cleaning products and materials
**(1-3 points)**

EQ Credit 3.7 – sustainable cleaning equipment
**(1 point)**

EQ Credit 3.8 – entryway systems
**(1 point)**

EQ Credit 3.9 – indoor integrated pest management
**(1 point)**

**Sustainable Sites – Green Site and Building Exterior Maintenance (SS Cr. 2)**
Cleaning exterior with proper chemicals. (Exterior walls, walkways, windows, ice melter)
Exterior maintenance equipment (Leaf blowers, sweepers)
**(Potential of 1 point)**

**Materials and Resources – purchasing durable goods (MR Cr. 2.1)**
Changing from gas powered maintenance equipment to battery or corded models
**(Potential of 1 point)**

**Innovation in Operations** – the ability to earn additional credits for exceptional environmental practices beyond those already addressed in LEED-EB.
**Credit 1 - 4 points possible**
**Credit 2 - LEED Accredited Professional - 1point**

**Other LEED criteria (normally we can't help)**
**Water Efficiency** – maximize water efficiency within buildings to reduce the burden on local water supply and waste water systems.
**Energy and Atmosphere** – establish minimum levels of energy efficiency and reduce ozone depletion.

**Benefits of a "Green Building"**: many of the same benefits mentioned for "Green Cleaning"
**Environmental** – enhance and protect ecosystems, improve air and water quality, reduce solid waste, conserve natural resources and decreases greenhouse gases.

**Economic** – reduce operating costs, enhance asset value and profits, improve employee productivity and satisfaction. Utilities, state and federal agencies and other sources are providing financial incentives and rebates for facilities adopting LEED measures. Potentially receive a higher rental rate from occupants concerned with the environment and healthy working conditions.

**Health and safety** – enhance occupant comfort, safety and health.

**Community** – minimize the strain on local infrastructures (water treatment, utilities and health care facilities and costs) and improve quality of life. Facilities are recognized as a well-run and well-managed building.

**How do I get LEED Certified?:**
To start the process, it is encouraged that a team be assembled to manage the certification process, which means preparing documentation and calculations to fulfill the prerequisites and credit submittal requirements to become LEED certified. The "green team" could consist of personnel from environmental services, human resources, training safety, as well as building managers, building occupants and possibly suppliers.

The team should identify which rating system the building desires to be certified and the desired level of certification. Then they will review the checklist provided by the USGBC to help develop their strategy, such as which points would be easy or difficult to achieve, where they will need to collect data, whether or not they need a consultant with certification experience, budgets and other potential issues they may need to consider prior to committing to the program.

Once the commitment is made, the building owner must register with the USGBC. Next the submitter must provide specific documentation which includes site plan, floor plans, elevation and photos, for tracking the building project. After documentation is provided it is reviewed and the different credits are interpreted by the USGBC council. Next the final application is submitted. The building is either awarded certification or rejected. If rejected, the submitter can appeal the results with further documentation supporting their cause.

Owners must also pay a fee to become LEED registered and certified. The charges vary based on the size of the facility. Normal fees are between $1,000 and $12,500 depending on the size of the facility. The certification process can take up to one year.

## 4-C ENVIRONMENTAL CHOICE PROGRAM (CANADA)

The Environmental Choice[M] Program (ECP), Environment Canada's Ecolabeling program, helps consumers identify products and services that are less harmful to the environment. The "ECP" was established in 1988. The Program's official symbol of certification - the EcoLogo[M] - features three stylized doves intertwined to form a maple leaf, representing consumers, industry and government working together to improve Canada's environment. A key aspect of the certification process is the requirement for third party verification of compliance to ECP certification criteria as a condition for certification and licensing.

**This process ensures the Program's credibility and includes:**

- a review of each applicant company's product and process information;
- an examination of the company's quality assurance (QA) / quality control (QC) measures;
- and, where deemed necessary by ECP officials, an audit of the company's facilities for purposes of initial certification.

Canada's Environmental Choice[M] Program and its EcoLogo[M] are internationally renowned because of the program's stringent certification process. The certification programs include the following categories: agricultural and horticultural products, automotive related products, building and construction related products, cleaning and janitorial products, consumer products, containers and packaging, electricity products, lubricants and absorbents, marine products, office furniture equipment and business products, paper products, printing products and services and miscellaneous industrial products and services.

## 4-D DESIGN FOR THE ENVIRONMENT (DFE)

The DFE Program is distinct from all other product recognition or Ecolabling programs. The DFE program reviews each product component, starting with the chemical component's structure to determine its key health and environmental characteristics. Then ingredient characteristics are compared to other chemicals in the same use class and considers any possible negative synergies between the ingredients.

Because of the program's initial success, EPA recently started out-sourcing the testing component of this program to a firm named National Sanitation Foundation (NSF). They are an independent, not-for-profit, non-governmental organization dedicated to testing and recommending products to improve human health. They perform the ingredient review and report back to EPA who would issue the formal certification for the product.

Manufacturers pay a fee for the testing and certification process.

## 4 E. GREENGUARD

GREENGUARD Environmental Institute (GEI) is an industry independent, non-profit organization that oversees the GREENGUARD Certification Program. As an American National Standards Institute (ANSI) Accredited Standards Developer, GEI establishes acceptable standards for indoor products and testing protocols. GREENGUARD's goal is to improve public health and quality of life by helping manufacturers build better and safer products.

The GREENGUARD Certification program identifies specific products that have been tested and continue to be tested to ensure that their chemical and particle emissions meet acceptable indoor air quality pollutant guidelines and standards. The Certification Program includes all construction materials, furnishings, furniture, office equipment, cleaning and maintenance materials and processes that are used in interior environments. They recently introduced a certification program specific to the cleaning industry that measures chemical cleaning product emissions (i.e. VOCs) during actual product use.

Manufacturers pay a fee for testing and certification.

## 4. F ISSA CLEANING INDUSTRY MANAGEMENT STANDARD (CIMS)

The Cleaning Industry Management Standard is designed to assist cleaning organizations (in-house and service contractors) in setting up a management system that allows an organization to meet specific goals. The Standard is a management framework that can be used to develop customer-centered, quality organizations.

One of the most important features of the Standard is that it is non-prescriptive and is based on management principles that have proven to be primary characteristics of quality, customer-centered organizations. It does not require, recommend or other wise endorse any particular process or product; it allows individual organizations flexibility in choosing the most effective ways in which to meet their management requirements.

**The standard is composed of the following sections:**
**Quality** – a general framework to ensure effective operations and continual improvement.

**Service Delivery** – these processes include staffing, bidding, costing, budgeting and purchasing.

**Human Resources** – the organization should demonstrate that it efficiently and effectively manages "human capital" in a way that enhances organizational performance.

**Health, Safety and ENVIRONMENTAL STEWARDSHIP** – processes, systems and documentation to insure the safety, health and sustainability of the facility while insuring a positive impact on the environment.

**Management Commitment** – demonstrate an organizations commitment to management systems to meet customer needs and expectation, now and in the future.

There is a fee for the certification process.

## 4-G HOSPITALS FOR A HEALTHY ENVIRONMENT (H2E)

**H2E** – non-profit organization to support environmentally sustainable health care facilities. The Green Guide for Health Care is a self-certifying, best practices toolkit for health care. The point system provides design and construction teams a way to baseline and benchmark their achievement and to support continuous improvement. The Green Guide for Health Care borrows the credit numbering scheme from the USGBC LEED rating system. The Green Guide does not recommend products.

## 4-H HEALTHY SCHOOLS CAMPAIGN

**Environmental Audits** - working with students, teachers and community members for greater awareness and understanding of the school environment.

**Green Cleaning** - working with school building engineers to reduce the use of toxic cleaning products in schools.

**Healthy and High Performing Schools** - working to improve school construction standards.

**Promoting Healthy Eating** - working with schools to conduct assessments.

**Legislative Advocacy** - supporting a range of environmental health issues to improve school environments.

Betco is a supporting partner.

## 5. GREEN CLEANING PROCEDURES

The following section covers Green Cleaning procedures for commercial facilities. This is not a "how to" manual. It will not tell you, for example, how to strip and refinish a floor; but it will address how hard floor care differs in a green cleaning approach. What determines the differences are the underlying health and environmental issues, not just the appearance of the building.

A key issue that cuts across all cleaning procedures is the issue of cleaning frequencies. Cleaning for health or Green Cleaning generally requires the same or higher frequencies. To some extent, you may be able to balance the increased costs with increased efficiencies.

Keep in mind too that these procedures can only serve as a general guideline because commercial buildings vary tremendously. It is virtually impossible to assemble a single, comprehensive and standardized set of Green Cleaning procedures. As you encounter new environments and new situations, you will have to apply the principles of Green Cleaning to develop your own procedures.

**Identify people with special needs -**

Identify building occupants with individual needs and sensitivities.

Develop a plan to address the individual needs.

**Change products/procedures/schedules as necessary to accommodate their individual needs.**

Address ventilation requirements to help mitigate the problems.

Communicate plans to special needs personnel and all building occupants.

Continually request feedback from occupants to make appropriate changes.

**Entryways –**

Roughly 80% of the dirt in a building is tracked in through the entrance.

The matting system should be 12 -15 feet long. For a main entrance, an ideal system would include an outside scraper mat, foyer mat and an inside carpet mat.

Always place caution signs prior to cleaning entryways.

Mats should be vacuumed at least once a day; vacuum in both directions using upright vacuums with a beater bar. Be sure to clean under mats as well. Replace dirty mats with clean ones weekly under normal conditions, more often in wet weather or extremely dirty conditions. Scrub dirty mats with detergent or carpet solution, rinse them thoroughly and let them dry on a periodic basis.

Providing trash receptacles and cigarette urns at all entrances will reduce the amount of food, cigarettes and other trash brought into the building. Ensure they are emptied and cleaned on a regular basis.

Sweep exterior sidewalks, entry areas and steps leading into the building on a daily basis. Periodically clean sidewalks and entry areas with a high pressure power washer.

Clean and store equipment after each use.

**Hard Floor Care –**

Utilize appropriate entryway cleaning systems and maintenance procedures.

Always place caution signs prior to beginning floor maintenance work.

Hard floors should be vacuumed daily using a high quality backpack vacuum. Advantages – it removes more dirt, improving air quality, it stirs up less dirt and dust up into the air, it is more effective at removing dirt from grout, corners, edges and under furniture and it improves productivity.

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Life Cycle of Floor Care module and Cleaning Task Cards to train personnel.

Hard floors should also be damp mopped or cleaned with an automatic scrubber to remove dirt not picked up by the vacuum. Microfiber mops are more effective at removing dirt than traditional yarn mops.

Encourage the use of zinc-free floor finishes and environmentally preferable strippers. Always keep a base of 6-8 coats of finish on floors.

Encourage the use of a top scrub and recoat procedure versus a total strip-out to limit the amount of highly alkaline strippers poured down the drain.

Notify occupants in advance of stripping and recoating operations. Always place caution signs prior to starting floor maintenance.

Arrange to have the ventilating system operating in the occupied cycle during and after stripping and refinishing operations.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean up spills as soon as possible.

Clean and store equipment after each use.

**Carpet Care –**

Utilize appropriate entryway systems and maintenance procedures.

Always place caution signs prior to beginning carpet maintenance work.

Vacuum carpet in lobbies, elevators and high traffic areas thoroughly every day. Use high efficiency vacuum cleaners with microfiltration bags. Replace vacuum bags when they are half full to minimize emissions. Clean or replace filters regularly.

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Life Cycle of Carpet module and Cleaning Task Cards to train personnel.

Clean up spills on carpet as quickly as possible. Create a spill cart with a spotting kit and portable spotting machine.

Maximize the amount of water extracted from the carpet to minimize moisture and potential for mold, mildew and bacterial growth. Make sure the vacuum pickup is working properly.

Increase ventilation to dry carpets fully within 24 hours or less to minimize the potential for microbial growth. Use floor fans or carpet dryers.

Notify occupants in advance when extraction operations are scheduled.

Arrange to have the ventilating system operating in the occupied cycle during and after the extraction procedure.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

**Dust mopping – vacuuming is preferred to dust mopping**

Use the widest micro fiber dust mops appropriate for the area to be cleaned.

If using a dust mop treatment, follow label instructions. A water based product is preferable.

Launder mops on a regular basis.

Use a continuous motion, without lifting the mop from the floor to limit particulates in the air.

Use Betco Cleaning Task Cards to insure proper training.

Clean and store equipment after each use.

**Dusting –**

Use microfiber dust cloths to capture and remove dust.

Replace soiled cloths with clean ones. Always use folded clothes and refold soiled area to maximize the use of the dust cloth.

Use vacuum attachments or backpacks for high dusting.

Avoid feather dusters and other methods that stir up dust.

Avoid dust cloth treatments which can leave residues and emit VOCs.

Spray dust treatment onto the cloth versus spraying product directly onto the surface.

Use Betco Cleaning Task Cards to insure proper training.

**Restrooms –**

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Restroom Cleaning module and Cleaning Task Cards to train personnel.

Always place caution signs and close the restroom prior to starting the cleaning process.

Frequently clean surfaces that hands come in contact with to eliminate the spread of germs door knobs, light switches and fixture handles.

Eliminate moisture, keep floors dry to eliminate slip/fall accidents and the build up of bacteria, mold and mildew.

Ensure trash receptacles are cleaned and emptied daily.

Restroom floor drains have a very high potential for biocontamination and should be disinfected regularly. Ensure drains are operating properly.

Recommend the installation of no touch towel dispensers to the facility manager if restrooms are not equipped with these.

Arrange to have the ventilating system operating in the occupied cycle during and after the cleaning procedure.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

**Food Areas –**

Clean and sanitize floors, tables, counters and other surfaces.

Separate recyclables from trash as needed.

Remove trash daily.

Remove recyclables as needed.

Ensure floor drains are operating properly.

**Odor Control –**

Be aware of excessive odors in all areas of the building.

Many odors can be oxidized with Peroxide Cleaners or Liquid bacteria digesters.

**Spills –**

Clean spills up as soon as possible. Place cautions signs if appropriate.

Use appropriate cleaning solutions and follow label directions.

Make sure occupants know the person to contact in case of spills.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

**Handling Chemicals and dilution of concentrated chemicals –**

Using concentrated chemicals reduces the overall environmental impact from packaging and transportation and usually reduces costs.

Train all workers in the safe handling and use of cleaning chemicals.

Use appropriate protective equipment when mixing concentrated cleaning products.

Follow manufacture's dilution directions or use properly functioning chemical management dispensers.

Put appropriate labels on secondary containers such as spray bottles.

Never mix different cleaning products together.

Ensure that chemicals are stored properly.

Apply product onto a cloth versus spraying it onto the surface to reduce VOCs and possible slip and fall issues.

**OSHA Blood-borne Pathogen Standard –**

Use the Betco OSHA Blood-borne Pathogen module to train employees.

Use safety cones or other means to make sure that occupants do not come in contact with spills.

Use proper personal protective equipment (PPE).

Use an OSHA approved disinfectant diluted per label directions. Betco pH 7 Q, pH 7 Q Ultra, Quat Stat, Quat Stat SC, Fight Bac, TB 94 and TB Plus all meet EPA requirements for clean up of bodily fluids.

Dispose of all materials properly in a biohazard bag.

**OSHA Right To Know Standard –**

Use the Betco OSHA Right To Know module to train employees.

Constantly update MSDS sheets for chemicals used in the facility.

**Trash Removal –**

Pull trash daily so as not to attract insects and other pests.

Cover trash cans that contain food waste.

Make sure that dumpsters or other outside trash receptacles are emptied regularly.

Make sure that trash and recyclables are being separated properly.

Use Betco Cleaning Task Cards to insure proper employee training.

**Indoor Plants –**

Educate occupants on appropriate care guidelines for indoor plants. Monitor use of fertilizers or pesticides so as not to adversely affect the indoor air quality.

Ensure that plants are not in direct contact with carpets and ventilation units.

Clean up any spills of soil or moisture as soon as possible.

**Integrated Pest Management (IPM) –**

Establish, monitor and communicate the IPM program to employees and building occupants.

Improve sanitation through thorough cleaning and by removing food sources.

Manage waste, cover trash containers and remove waste frequently.

Maintain the building structure, seal cracks, fix leaks, etc.

Install physical barriers to pest entry.

Notify employees and occupants of treatment times and their role in the IPM program.

**Recycling Programs –**

Recycling reduces the amount of solid waste and lessens the burden on solid waste disposal sites, such as landfills and incinerators.

Insure that collection meets guidelines of the recycling hauler and recycling facility.

Locate bins throughout the facility, ease of access increases participation.

Educate occupants as to what can be recycled and how it should be separated.

Educate occupants to rinse food and drink containers before placing them in bins.

Put signs on or near trash cans to remind occupants to recycle.

Track recycling results.

Monitor recycling collection bins to see if they are attracting cockroaches and other pests.

**Garage Maintenance –**

Collect and remove trash daily.

Sweep the parking surface and stairwells weekly.

Wash the parking surface at least twice a year.

Inspect floor drains and lighting fixtures periodically.

Make sure floor drains, basins and traps are kept free of trash and debris to prevent clogging and standing water.

Inspect doors to insure they are sealed properly to prevent exhaust from entering the building.

**Roof Maintenance –**

Perform routine roof inspections monthly.

Keep roofs clean and free of debris.

Keep drainage systems clear.

Keep roof access limited to authorized personnel to minimize foot traffic.

Insure fans and vents are clean and operating properly.

**Maintaining HVAC Systems –**

Keep mechanical rooms clean and free of rodents and other pests.

Cleaning and disinfecting air conditioner drip pans monthly.

Replace the biocide pack for air conditioner drip pans monthly.

Clean or replace filters on HVAC systems based on manufacturer's recommendations.

Clean or replace filters on humidifiers according to the manufacturer's recommendations.

**Fabric Cleaning – partitions, wall fabrics, furniture, drapery**

Vacuum regularly.

Deep clean periodically.

Treat spots immediately.

**Basements –**

Examine basement areas for dirt, evidence of insects and other pests and excessive moisture.

Insure drains are operating properly.

**Stairs and Elevators –**

Look for dirt and excessive moisture.

Inspect and clean on a regular basis.

**Cleaning Closets –**

They should be clean, dry and adequately ventilated.

Check drains and wash basins to see if they are free of bacteria, odors and operating properly.

Insure chemical management systems are operating properly.

**Building Exterior –**

Look for excessive dirt, standing water and damage in parking lots.

Examine the building's exterior and report any damage.

Look for drainage problems around the building.

Insure drains are operating properly.

## 6. SELECTING GREEN PRODUCTS

Traditionally users considered performance and cost when selecting products. In a Green Cleaning program they will consider performance, cost, health and environmental issues. In a Green Cleaning program, product selection should be based on the following criteria:
Impact on health and the indoor environment - select products that are safe for workers and building occupants and that do not adversely affect the indoor environment.

Impact on the larger environment - select products that have little or no negative impact on the outside environment.

**Performance -**

the products must do the job.

**Cost -**

be sure to consider performance and productivity in the cost equation. Look at the overall cost of the procedure, not just the individual chemical or equipment cost.

**Type of facility -**

use the same products wherever appropriate to simplify purchasing, procedures and training.

**General guidelines for selecting chemicals –**

Select the least toxic products needed to perform a specific cleaning task.

Use products with low VOC content (Volatile Organic Compound)

the part of a product that evaporates during drying).

Look for products with a moderate pH (a chemical scale which expresses the degree of acidity or alkalinity of water based solutions), 4 to 11.

Avoid products containing known or suspected carcinogens.

If hazardous products must be used, ensure worker safety through extensive training and use of personal protective equipment.

Products that leave little or no residue after cleaning.

Products that are designed to work in cold water.

Use single cleaning products for multiple applications.

Choose products that are readily biodegradable. (the capability of organic matter to be decomposed by biological processes)

Select metal free floor finishes.

Select products that are derived from renewable resources, feed stocks, such as detergents and solvents made from corn starch, coconut oil and orange peels. This will reduce the demand for petroleum.

**Packaging –**

Purchase chemical products as concentrates.

Select products that come in recyclable containers.

**Selecting paper products –**

Select products with maximum recycled content. (post consumer fiber or recovered fiber)

**Post consumer fiber –**

paper, paperboard and fibrous wastes.

**Recovered fiber –**

post consumer content as well as manufacturing wastes from the paper-making process and repulped paper and paperboard from obsolete inventories.
Selecting products with the highest amount of post consumer fiber diverts the greatest amount of paper waste from landfills.

**Bleaching Process –**

do not use paper products that have been manufactured with de-inking solvents containing chlorine or any other chemicals listed in the EPA Toxic Release Inventory.

Select roll towels versus C-fold towels. Use jumbo paper for toilet and towel usage with controlled dispensing systems.

**EPA guidelines for minimum levels of recycled content – Comprehensive Procurement Guidelines (CPC)**

| Product Category | Post consumer | Recovered |
|---|---|---|
| Toilet tissue | 20-60% | 40-100% |
| Paper towels | 40-60% | 40-100% |
| Facial tissue | 10-15% | 10-100% |
| Toilet seat covers | 40-60% | 40-100% |
| Industrial wipes | 40% | 40-100% |
| Plastic liners | 10-25% | -- |

Use high density trash bags versus linear low density bags made from petroleum base raw materials.

**Microfiber Mops and Cloths –**
Microfiber cloth is composed of 80% polyester and 20% polyamide. The polyester fibers serve as the scrubbing and cleaning element, while the polyamide provides an absorbent quick-drying element. Individual fibers are 1/100th the size of a human hair and 1 square inch of cloth contains approximately 90,000 microfibers. The fibers are partially split to create deep channels in the strands. These channels provide dramatically more surface area to lift and trap dirt more effectively than traditional cotton fibers.

When microfiber cloths are used dry, the wedge-shaped filaments create an electrostatic charge that attracts and clings to dirt. Ideal for dusting floors, walls, ceilings, counters or any other flat surface, they are more economical than disposable electrostatic wipes which must be discarded when they become dirty.

Microfiber pads can attract and retain 7 times their weight in dirt and liquids. Because the fabric is highly absorbent, it can deliver and remove far more liquid to and from the floor. Due to the properties of polyamide, microfiber fabric dries in one-third the time of cotton.

Density is key to determining the quality of microfiber. Denser material can absorb more liquid and dust and will last longer.

**Equipment –**

**Vacuums** – capable of capturing 96% of particulates, 0.3 microns in size and operate at less than 70 db sound levels. All Betco dry vacuums meet this requirement.

**Extractors** – capable of removing moisture so the carpet will be dry within 24 hours and have a solution metering device to limit the amount of liquid applied. The Betco FP 8 and FP 20 both meet this requirement.

**Floor machines and burnishers** – be equipped with vacuums for capturing fine particulate and operate at less than 70 db sound levels. The Betco Dust Control burnisher meets this requirement.

**Propane machines** – have high efficiency, low emission engines. All Betco propane machines meet this requirement.

**Automatic scrubbing machines** – be equipped with a solution metering device to control the amount of liquid applied and a properly vacuuming system. All Betco automatic scrubbers meet this requirement.

A logbook should be kept for all powered equipment to document purchase dates, maintenance history and equipment information sheets.

**Choosing a supplier –**

A good supplier can give you a broader selection of green products, make informed recommendations based on the advantages of specific products and provide support for a green training program. Effective inventory management by you and the supplier can minimize the amount of cleaning chemicals stored in the building while ensuring an uninterrupted supply of products.

Ask them:

- What other facilities are you supporting with environmentally preferable products and procedures?
- Do you carry "certified" products?
- Ask if they are familiar with the United States Green Building Council's LEED Certification program. Then ask them to briefly explain how they can help you obtain certification points.
- Ask them for a copy of an implementation plan.

## 7. IMPLEMENTING A GREEN CLEANING PROGRAM

"It ain't easy going green". By nature, people are resistant to change. Change is perceived as hard, time consuming and threatening.

The green cleaning concept is really an intangible, something you can't see, touch, smell or hear, so your challenge in gaining support and commitment is to make it more tangible. The amount of detail, method of presentation and key points of focus will vary depending on the nature of your organization and your specific audience at the time. The following ideas will assist you and your customer to implement a successful green cleaning program.

**Obtain commitment –**

For a green cleaning program to succeed, commitment from the CEO down is essential. You need the commitment of employees in all areas and at all levels, from managers to cleaners, to building occupants.

Here are three basic steps to gaining commitment:

1. Help management understand what's in it for them.
    a. Define green and green cleaning.
    b. Explain the potential health and performance benefits.
    c. Explain the opportunity for improving occupant satisfaction and reducing complaints.
    d. Substantiate potential cost savings.
    e. Discuss the marketing benefits where applicable.
    f. Highlight possible risk reductions.
2. Let the personnel see what's involved; explain the process.
    a. Audits of housekeeping procedures, chemicals, equipment, paper, matting, supplies and other materials.
    b. Discuss the basic plan development, which can identify the easy and inexpensive steps, the difficult and costly and a timeline to implement.
3. **ASK FOR THEIR COMMITMENT!** Even the best sales person won't get the order unless they ask for it. If management isn't ready to commit at this time, ask if there would be a time to revisit the program. At the same time suggest you conduct a facility audit so you will have that part of the process already completed when the time is right.

Keep reminding management that the process is dynamic. As you conduct the pilot program you will keep them informed of results and needed changes. And most importantly, continually re-confirm the management and personnel commitment.

**Develop an implementation or "green" team –**
**General thoughts** - assemble a team from operations, purchasing, supply management, human resources, vendors, training and occupational safety to develop, implement and assess the green program. Someone from top management will also need to be included on your "green team" in order to demonstrate support and add the "muscle" if needed.

Others you may want to include on your "green team" are building occupants, service contractors and vendors. All of the team members may have specific agendas and concerns so be sure to select a team leader with the ability to communicate, manage multiple priorities and processes and fosters a sense of teamwork.

**"Green team" for schools should include** – school district representative, school administrator, teacher, plant operations, custodians, teachers, school nurse, parent-teacher organization representative, school board representative, transportation and students.

**"Green team" for a healthcare facility should include** – administration, nurse, doctor, infection control, purchasing, environmental services, operations, patient advocate group, laundry, food services, transportation and community relations.

The key to selecting your "green team" is finding people with the time and desire to participate in this process.

**Evaluate current cleaning products, equipment, procedures and training –** Pick items that you can realistically measure and take action on. Keep it simple and collect data that is readily available and can be communicated easily. The Betco Green Cleaning survey form will assist with the evaluation.

**Items to consider:**
**Inventory cleaning products** - review purchasing records and conduct a walk through to survey what is actually being used. Also during the walk through, inventory what "other" chemicals are found and determine how they are brought into the facility. During the survey collect any product, vendor or distributor information concerning the cleaning products including MSDS sheets and review labeling information. Identify any products that have been linked to worker injuries or occupant complaints. Determine alternatives that are environmentally preferable.

**Survey all powered cleaning equipment.** Identify all equipment used, where it is used, the current condition of the equipment and review the maintenance re-

cords. Determine alternatives that are environmentally preferable.
**Survey and inspect all other tools and supplies used in the cleaning process:** mops, buckets, wringers, paper, wipers, liners, toilet tissue, etc. Determine alternative tools and supplies that are environmentally preferable.

**Evaluate current training programs.** Review all training and safety literature and materials. Evaluate and look for compliance with the existing procedures. Determine what adjustments will need to be implemented for the green cleaning program. It will be essential to tell cleaners why a procedure is done a certain way or why a certain product is being used. Let them participate in the planning and implementation of the green cleaning program.

**Conduct a general housekeeping walk through.** Evaluate the overall quality of the current cleaning and look for problems as well as opportunities for improvement. If the housekeeping is outsourced, get a copy of the current cleaning specifications and look for compliance.

**Consider doing a survey of cleaning employees and building occupants for overall satisfaction.** This will help you identify specific areas of concern and place proper priorities for the greening program.

**Document and review any recycling program in place.** Look for evidence that the program is being used and producing the intended results.

Do a survey of building occupants to identify any **people with special needs** or sensitivity to cleaning chemicals.

Below is a partial list of **changes in products and procedures** that could be implemented easily and without significant cost impact:

- Switch to a Green Seal certified cleaner.
- Clean hard floors with a back pack vacuum instead of dust mopping.
- Add or upgrade entrance mats.
- Switch to recycled paper products and install roll-type dispensers where practical.
- Switch to microfiber mops and dust cloths.
- Implement effective methods of dilution control.
- Add portable spot cleaners and mop and bucket to facilities where spills 1normally occur.
- Purchase products with high post-consumer recycled content.
- Use floor finishes without heavy metal ingredients.
- Limit use of disinfectants to critical and required areas.

**Establish an effective communication system between building employees and building occupants –**
Successful implementation of a stewardship plan depends on everyone understanding and carrying out their individual parts of the green cleaning plan. Therefore, your central communications goal is to ensure everyone understands their roles and responsibilities. The better they understand the overall plan and how their efforts fit into the success of the plan, the more likely you are to succeed.

The general guideline for most of the communications is to be positive. Introducing a green cleaning program should send the message that you are trying to make the building better and not that the building was bad that needed to be fixed.

A best practice suggestion for successful implementation is developing an overall theme or brand for the green cleaning program. Encourage participation from all segments, management to employees to occupants, in the naming of the new program or in the expansion of a current program. Also it is helpful to **create a mission and/or vision statement** which will give focus and importance to the green cleaning program.

Let everyone know what is going to happen, why it is going to happen, when it is going to happen and encourage feedback for everyone on a continual basis. The following are helpful hints for a successful communication plan.

**Introduction of the green cleaning program** – tell people about how important cleaning is in general. Many of your building's occupants probably think of cleaning as little more than pulling the trash, replacing the paper towels and vacuuming up the stray bits of paper on the carpet. This is your chance to really explain the value of cleaning in general. You can emphasize how green cleaning with enhance their health and the indoor/outdoor environment.

**Stress improvement** – you need to explain how the products, services, procedures and strategies in the plan reduce the impact on the health of the employee, building occupant and visitor and the environment will be positively effected. Everyone wants to know "what's in it for me".

**Setting expectations** – set realistic expectations from the beginning; it won't be perfect but we can make it better. People (employees or occupants) you have identified that suffer from asthma, allergies or other respiratory problems, may think the new program will fix everything. You need to emphasize the green cleaning program will make things better but you can't make them perfect.

**Explaining the changes** – what are you doing differently and why is that better for employees and occupants. Highlighting the benefits derived from new equipment, chemicals, supplies and procedures being implemented will yield a long list o potential communication points.

**On-going communication** – the initial communications explained what, why and how the green cleaning program will be implemented and effect employees and building occupants. After implementation you will want to continue your positive communication process by letting people know when you're planning to conduct major cleaning activities that they are likely to smell, see, hear, notice or otherwise be affected by. The key is to let them know before the project occurs, don't wait for them to complain about it. Examples would be – scrub and recoating, stripping and recoating, carpet spotting, shampooing or extracting, application of pesticides, fertilizers or weed killers, wall washing, ceiling tile cleaning, deep cleaning of restrooms or other major projects.

**Examples of ways to communicate your message are:** newsletters, news releases, bulletin board information, company Intranet information, posters, periodic emails, provide means for communicating questions or comments, anything that will communicate your message. Betco has a number of communication templates for your use included in this module.

**Develop a Pilot Plan –**
The green team should develop a green cleaning pilot plan based on all the information that they collected and then prioritized in order to make sure that everyone is on the same page. The plan typically covers what products and procedures will be changed, including when those changes will happen and who will be responsible and area(s) affected. Analyze the information and look for the best opportunities for improvement. As you analyze the results of the surveys, prioritize the opportunities. You need to look for and document the changes you propose for products, procedures and other pollution-prevention strategies. The key for your pilot plan is to gain buy-in from your green team and upper management and to show results after you implement each stage.

You don't have to do everything at once. By getting the pilot plan in place, achieving real results and communicating progress, you provide the foundation for the more challenging opportunities and continual improvement.

**Priorities for your Pilot Plan:**

- **Most immediate results** – strategies that eliminate the most immediate risks to building employees and building occupants or that demonstrate harm to the environment.

- **Greatest potential gain** – changes in products or procedures that yield the greatest health benefits for employees or building occupants.

- **Easiest to demonstrate and measure** – opportunities for improvement that are measurable and demonstrate progress to employees and building occupants.

- **Most cost-effective** – opportunities that produce little visible change but offer measurable cost savings.

The specific points in your plan will depend on the findings from your survey. Normally your plan will address the following topics. The specific recommendations for each area are outlined in the **Betco Green Cleaning Workbook**.
Identifying vulnerable employees and occupants
Cleaning chemicals
Recycling
Floor care
Carpet care
Janitorial paper products
Equipment
Dusting and spot cleaning surfaces
Entryways
Food areas
Restrooms
Indoor plants
Green cleaning training program

**Train building occupants** – the employees and occupants of your building need training to understand their roles in a successful green cleaning program. Areas of training should include – spills, eating in the workplace, bringing cleaning products from home, locked offices and of course recycling programs.

**Monitor results and celebrate success –**
Pre-pilot surveys allow you to develop a baseline for staff and occupant response

to cleaning methods and products before starting the pilot. It is now time to make an assessment concerning the pilot program. Use this input to validate your goal accomplishments and re-enforce the benefits of the program. It is important to gain some detailed information about how the green cleaning program has been received and whether it has succeeded at the level of performance. This feedback will provide support for expansion of the pilot to full scale implementation or let you know that there are aspects that need to be worked out before expansion is possible.

- Survey janitorial workers, building occupants or others who may be involved with the pilot to see if they have any issues or concerns about using the new products, tools or procedures.

- Use the results of your surveys to identify those items that are highly successful and to flag those which did not work as well and need to either be readdressed or dropped in future efforts.

- Make sure to solicit feedback from those who expressed reservations about the pilot to ensure that they feel heard and respected.

- Communicate the progress of the green program and what the next steps are and who will be affected. Use the same process as before to select the next area(s) for implementation. If it worked before, it will work again.

Make a plan how you will **celebrate the success** of the program and how you will communicate it to the staff, building occupants and the community. Take advantage of opportunities for positive press and staff recognition to set the stage for further implementation. Continue to use previous successful communication tools.

Also develop an **awards program** for employees and occupants who contribute to continuous improvement for offering successful ideas on green procedures or environmentally preferable products.

## 8. GREEN CLEANING FREQUENTLY ASKED QUESTIONS

Q. What does green cleaning mean?

A. Green Cleaning in its most simplified form is defined as cleaning to protect health while minimizing the effect on the environment.

Q. How can I be sure I am not being duped into buying products that make untrue claims about chemical safeness?

A. Take a good look at the claims the product is making. If it looks like smoke and mirrors, it probably is. Additionally third party certification (i.e. Green Seal) insures an independent unbiased party has reviewed and certified the product.

Q. How can a maintenance manager convince upper building management to go green? What's the best way to demonstrate environmental needs?

A. Green program equals healthier employees, more satisfied tenants. A green commitment means a closer look at your overall cleaning program which will result in lower costs, greater productivity and less employee turnover. For example, compare the cost of a scrub and recoat procedure versus an entire strip out.

Q. What can being LEED certified do for my facility?

A. Excellent exposure for your facility, a commitment to your tenants. Generally LEED buildings can offer a higher rate per square foot than their conventional counterparts.

Q. How can I get started with a green cleaning program?

A. Start small, identify major impact areas and suggest to upper management a pilot test program with one building or one floor or one hallway...

Q. Where can I go to obtain information concerning green cleaning?

A. Several websites have excellent detailed information. To name a few: www.greenseal.org, www.usgbc.org, www.newdream.org,

Q. How can I find a distributor that will help me implement a green cleaning program?

A. Go to www.betco.com and search for a Betco Gold Distributor in your area.

Q. How much more will a green cleaning program cost me?

A. Overall you will save money, when you institute an entire green program, by looking at ways to be more productive and truly analyzing your entire cleaning operation.

Q. How do I know that green cleaning products will do as well as my current products?

A. Like anything else, try the products for yourself. The technology has advanced to the point where we can get similar results with green products than by using conventional cleaners.

## 9. TAKING A SURVEY

The survey should look at all areas of the building to identify existing problems that require immediate remediation. It should also identify areas that may require higher cleaning frequencies or special procedures to prevent potential problems from occurring as well as areas where the cleaning operation can be improved. Be alert to areas of excessive moisture throughout the building, which can support the growth of mold and mildew. Look for condensation on walls, musty odors, damp carpet and water damaged ceiling tiles.

You may find it helpful to have a facility floor plan and a digital camera during your survey.

Always have appropriate personnel conduct and verify the survey results.

The results of the survey will assist in establishing priorities and goals for the Green Cleaning program.

The attached form will assist you in conducting your initial green program survey and periodic monitoring surveys after implementation.

DATE

FACILITY

INSPECTION PERSONNEL

## GREEN BUILDING SURVEY

| Green Cleaning Policy | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Purchase of sustainable cleaning, hard floor and carpet care – Green Seal, Ecologo, EPA DfE (Y/N) | |
| Purchase of sustainable cleaning equipment (Y/N) | |
| Hand hygiene program including washing and sanitizing (Y/N) | |
| Requirements for staffing and training of maintenance personnel (Y/N) | |
| Documented, implemented, monitored cleaning procedures (Y/N) | |
| Method of collecting customer/occupant feedback (Y/N) | |
| System to rate custodial effectiveness, sidewalk, roads, parking lots dirt present, type of soil (Y/N) | |

| Current Chemicals – Manufacturer/Distributor | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Floor Care | |
| GS40 products (Y/N) | |
| Ecologo (Y/N) | |
| **Carpet Care** | |
| GS37 products (Y/N) | |
| Ecologo (Y/N) | |
| **Disinfectants** | |
| Ecologo (Y/N) | |

**General Cleaners**

GS37 products (Y/N)

Ecologo (Y/N)

EPA DFE (Y/N)

**Odor Control**

Low VOC products (Y/N)

**Skin Care**

GS41 products (Y/N)

Foam soaps (Y/N)

Antibacterial soaps (Y/N)

Lockable dispensers (Y/N)

Bulk fill dispensers (Y/N)

Cartridge fill dispensers (Y/N)

Hand washing program in place (Y/N)

**Chemical Management System** (Y/N)

**Specialty Chemicals**

| Current Supplies & Equipment – Manufacturer/Distributor | Comments/Recommendations |
|---|---|

**Conditions**

CRI Certified vacuums (Y/N)

CRI Certified extractors (Y/N)

Powered floor equipment – passive/active vacuum systems < 70 db (Y/N)

Scrubbers – adjustable solution control (Y/N)

Propane equipment – high efficiency, low-emission engines with catalytic converters meeting CARB or EOA guides; < 90 db (Y/N)

Gel batteries (Y/N)

Maintenance logs being utilized (Y/N)

**Current Towel Manufacturer/Distributor**

Made with recycled materials (Y/N)
Made with rapidly renewable resources or tree free fibers (Y/N)

No de-inking using chlorine solvents (Y/N)

No bleaching with chlorine (Y/N)

Using jumbo roll dispensers (Y/N)

**Current Tissue Manufacturer/Distributor**

Made with recycled materials (Y/N)

No de-inking using chlorine solvents (Y/N)

No bleaching with chlorine (Y/N)

Using jumbo roll dispenses (Y/N)

**Current Liner Manufacturer/Distributor**

Using high density liners (Y/N)

Using low density liners (Y/N)

Right sized for containers (Y/N)

Double bagging (Y/N)

EPA compliant, 10% post-consumer content (Y/N)

**Micro Fiber wiping, dusting and mopping products** (Y/N)

| Restrooms | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt, moisture present in restroom (Y/N) | |
| Leaks or standing water present (Y/N) | |
| Noticeable odors present (Y/N) | |
| Soap dispensers, showers, towel dispensers, exhaust fans, vents, sinks, drains, toilets and urinals are working properly (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it sealed? (Y/N) Type of coating. | |
| Touch free urinals, toilets, dispensers (Y/N) | |
| Non-para urinal blocks (Y/N) | |
| Use foam hand soap (Y/N) | |

| Cleaning Closets | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Adequate number of cleaning closets presents (Y/N) | |
| Closet is organized, chemicals and equipment are properly labeled (Y/N) | |
| Hazardous items are stored safely (Y/N) | |
| Floor drains are operating properly (Y/N) | |
| Noticeable odors present (Y/N) | |

Excess moisture or standing water present (Y/N)

Chemical dispensing equipment present and operating properly (Y/N)

| Recycling Program | Comments/Recommendations |
|---|---|
| Written program (Y/N) | |
| Items recycled – paper, cardboard, plastic, glass, metals, mercury containing light bulbs, batteries Containers in place (Y/N) | |
| Occupants have been trained (Y/N) | |
| Containers emptied according to plan (Y/N) | |

| Storage Areas | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Hazardous materials such as highly flammable, corrosive, reactive, toxic or infectious items present (Y/N) | |
| Excessive dirt or moisture present (Y/N) | |
| Doors sealed properly to prevent exhaust from entering building (Y/N) | |
| Noticeable odors present (Y/N) | |
| Insects or rodents present (Y/N) | |

| Stairs and Elevators | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt or moisture present (Y/N) | |
| Materials stored in stairwell (Y/N) | |
| Safety concerns (malfunctioning elevators, damaged hand rails, loose or broken stairs). | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| [illegible] | Comments/Recommendations |
|---|---|
| Written policy for Integrated Pest Management (Y/N) | |

| Building Exterior | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Sidewalk, roads, parking lots – dirt present, type of soil. | |
| Building exterior damage present if so where? | |
| Condition of drainage around building | |
| Drains operating properly (Y/N) | |
| Condition of dumpsters, insects and rodents present (Y/N) | |
| Presence of standing water in parking lot (Y/N) | |

| Building Entrances & Exits | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Evaluate matting systems – scraper mats, foyer mats and inside carpet mats. | |
| Matting maintenance program present (Y/N), frequency of maintenance. | |
| Waste receptacles cleaned and emptied (Y/N) | |
| Glass doors and window coverings are clean and in proper working condition (Y/N) | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Public telephones, vending machines and light switches are clean (Y/N) | |
| Waste receptacles cleaned and emptied (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |
| Noticeable odors present (Y/N) | |

| Basements and Crawl Spaces | Comments/Recommendations |
|---|---|
| Conditions | |
| Dirt, insects, other pests, or moisture present (Y/N) | |
| Hazardous materials present (Y/N) | |
| Drains operating properly (Y/N) | |
| Vents and filters free of moisture and excess dirt (Y/N) | |
| Cracks in flooring, foundation or walls (Y/N) | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| Mechanical Rooms and Systems | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt and moisture present (Y/N) | |
| HVAC Filters need to be replaced (Y/N) | |
| Insects or rodents present (Y/N) | |
| Hazardous materials present (Y/N) | |
| Noticeable odors present (Y/N) | |
| Vents and exhaust fans clean and operating properly (Y/N) | |

| Restrooms | Comments/Recommendations |
|---|---|

**Conditions**

Excessive dirt or moisture present (Y/N)

Hazardous materials such as highly flammable, corrosive, reactive, toxic or infectious items present (Y/N)

Doors sealed properly to prevent exhaust from entering building (Y/N)

Insects or rodents present (Y/N)

Noticeable odors present (Y/N)

What is the condition of flooring? Type of flooring is present? Is it coated? (Y/N) Type of coating.

| Office and Work Areas | Comments/Recommendations |
|---|---|

**Conditions**

Excessive dirt, clutter or storage of food present (Y/N)

What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.

Closets contain excess dirt or moisture (Y/N)

Water damage present in ceiling tiles (Y/N)

Telephones, door knobs and light switches clean and operating properly (Y/N)

Noticeable odors present (Y/N)

Trash receptacles cleaned and emptied (Y/N)



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| Food Areas | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt, moisture or open food containers present on counters, tables, floors, cabinets, refrigerators and area under sinks (Y/N) | |
| Presence of insects and rodents (Y/N) | |
| Floor drains operating properly (Y/N) | |
| Trash receptacles are covered and emptied daily (Y/N) | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| Roof Areas | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Exhaust fans and vents clean and operating properly (Y/N) | |
| Storage of materials present (Y/N) | |
| Leaks or standing water present (Y/N) | |
| Screens or barriers are in place to prevent pest entry into the building (Y/N) | |

## 10. RESOURCES FOR INFORMATION FOR THIS WORKBOOK

- Green Seal – www.greenseal.org
- United States Green Building Council (USGBC) – www.usgbc.org
- Canada's Environmental Choice Program – www.environmentalchoice.com
- Environmental Protection Agency (EPA) www.epa.gov/oppt/epp/pubs/cleanfct.pdf
- EPA Design for the Environment (DfE) – www.epa.gov/dfe/
- EPA Comprehensive Procurement Guideline (CPG) – www.epa.gov/cpg/
- EPA's Environmentally Preferable Purchasing – www.epa.gov/epp/
- Healthy Schools Campaign – www.greencleanschools.org
- Collaborative for High Performance Schools (CHPS) – www.chps.net
- Green Guide for Health Care (GGHC) – www.gghc.org
- Hospitals for Healthy Environment – www.h2e-online.org
- ISSA – www.issa.com
- Green Cleaning for Dummies – available from ISSA
- Green Guard – www.greenguard.org
- BSCAI – www.bscia.org
- Stephen Ashkin – SteveAshkin@AshkinGroup.com
- Green Cleaning University – greencleaninguniversity.org
- The Pennsylvania Green Building Operations and Maintenance Manual
- Guide To Green Cleaning from BSCAI

## 11. GREEN CLEANING CERTIFICATION EXAM

1. Green Cleaning is cleaning to lessen the impact on the employee, building occupants, visitors and on the indoor and outside environment?
   TRUE FALSE

2. A benefit of Green Cleaning is reduced absenteeism?
   TRUE FALSE

3. The Green Seal organization certifies products as being environmentally preferable.
   TRUE FALSE

4. Green finish strippers will take off regular floor finish also?
   TRUE FALSE

5. LEED-EB certification is only for extra big buildings?
   TRUE FALSE

6. Having an entryway matting system with a plan for its maintenance will earn a LEED-EB certification point?
   TRUE FALSE

7. Recycling aluminum can, paper, plastic and glass will earn LEED-EB certification points?
   TRUE FALSE

8. Using micro fiber mops is a Green Cleaning best practice?
   TRUE FALSE

9. Using GS37 certified products is a Green Cleaning best practice?
   TRUE FALSE

10. Identifying building occupants that have special needs or sensitivities to certain chemicals is a Green Cleaning best practice?
    TRUE FALSE

11. Eating more green beans is a Green Cleaning best practice?
TRUE FALSE

12. Always wear the manufacturer's recommended personal protective equipment (PPE) when performing normal duties?
TRUE FALSE

13. Don't worry about reading product label directions?
TRUE FALSE

14. Always use the product with the highest pH value when cleaning?
TRUE FALSE

15. When selecting paper products, select ones with maximum recycled content?
TRUE FALSE

16. Micro fiber mops are only used in tiny little spaces?
TRUE FALSE

17. When selecting vacuum cleaners, select one with a db noise level less than 70?
TRUE FALSE

18. When selecting an auto scrubber, insure the machine has a solution metering device to minimize the amount of liquid applied?
TRUE FALSE

19. When choosing a supplier for Green Cleaning products, select the one that takes you to lunch?
TRUE FALSE

20. When you start a Green Cleaning program, create a team consisting of personnel from many departments?

## 12. GLOSSARY

**Acrylic** – type of polymer found in floor finishes.

**Acute effect** – an adverse effect that develops rapidly from a short term high level exposure to a material.

**Alkalinity** – useful in removing acidic, fatty and oily soils.

**Allergic reaction** – an abnormal physiological reaction to chemical or other stimulus.

**All purpose cleaner** – a detergent suitable for general cleaning duties.

**Antimicrobial** – an agent which inhibits or destroys bacteria, fungi, protozoa or viruses that are pathogenic.

**Asphyxiant** – a vapor or gas which can cause unconsciousness or death by suffocation.

**Bacteria** – single cell microorganisms not containing chlorophyll.

**Butyl cellusolve (butyl)** – a water soluble solvent frequently used in degreasing products.

**Carcinogen** – cancer causing agent.

**Concentrated chemicals** – the undiluted form of a dilutable cleaning product.

**Chronic toxicity** – adverse affects caused by continuous or repeated exposure to a harmful organism over a period of time equal to ½ of the organism's lifetime.

**Corrosion** – process of gradual eating away by chemical action.

**Cross-contamination (cross-infection)** – the process of transferring bacteria from one person or an object to another person.

**Design For The Environment (DFE)** – EPA's voluntary partnership program which works with industry sectors to improve the performance, health and safety attributes of products.

**Detergent** – synthetic cleaning agent which is useful in physical removal of soils.

**Disinfectant** – an agent that destroys harmful bacteria and/or viruses on inanimate surfaces. Products making disinfectant claims must be registered with the EPA.

**Ecolabeling** – A labeling system which helps end users identify green products. The ecolabel ensures the product was evaluated by an independent non-biased third party for performance and environmental attributes.

**EcoLogo Program (Canada)** – Canada's Ecolabeling program that identifies products and services that are less harmful to users, occupants and the environment.

**Ecosystems** - An ecological community together with its environment, functioning as a unit.

**Environmental impact** – the possible adverse effect of the release of a material into the environment as listed in MSDS information.

**Environmentally preferable product** – A product that has a reduced impact on the health and safety of workers, and the environment compared to traditional products.

**Environmental Protection Agency (EPA)** – has responsibility to regulate the environmental issues. A governmental branch responsible for safeguarding our nation's land, water, and air resources.

**EPA** – Environmental Protection Agency. Governmental branch responsible for safeguarding our nation's land, water, and air resources.

**Federal Insecticide Fungicide and Rodenticide Act (FIFRA)** - products that make claims such as sterilizers, disinfectants, or sanitizers must be registered under this act.

**FIFRA** – Federal Insecticide Fungicide and Rodenticide Act. Products that make claims such as sterilizers, disinfectants, or sanitizers must be registered under this act.

**Flammability** – the capacity of a material to ignite easily and burn rapidly.

**Flash point** – the lowest temperature at which the vapor from a product will ignite.

**Fungi (fungus)** – vegetable organisms that lack chlorophyll and are filamentous. Fungus includes mold, mildew, yeast and mushrooms.

**Fungicide** – a chemical agent that destroys fungi.

**GS-37** – Green Seal standard for Bathroom Cleaners, General Purpose Cleaners, Glass Cleaners and carpet cleaners.

**GS-42** – Green Seal standard for cleaning service providers, including in-house and building contractors, to create a Green Cleaning program that protects human health and the environment.

**GS-41** – Green Seal standard for hand cleaners, industrial and institutional, for non anti-bacterial products. This standard does not include products used in households, food preparation operations or medical facilities.

**GS-40** – Green Seal standard for floor finishes and floor strippers.

**Germicide** – any substance that kills germs. Another name for a disinfectant.

**Gram positive and gram negative** – classification of bacteria by their reaction to staining. A dye is applied to bacteria and those that remain permanently stained are gram positive. If the stain is easily removed they are gram negative. Staph and Strep are examples of gram positive bacteria. Pseudomonas and salmonella are examples of gram negative bacteria.

**Green Cleaning** – cleaning to safeguard human health while minimizing the impact on the environment.

**Green Seal** – Non-profit agency that works with manufacturers, industry sectors, purchasing groups and government branches to "green" the production and purchasing chain. Their mission is to achieve a more sustainable world by promoting environmentally responsible production, purchasing and products.

**Hazardous material** – any substance having the properties capable of producing adverse effects on the health or safety of people.

**HEPA filters** – "High Efficiency Particulate Arrestance" the filter must retain and filter out all particles from the air that passes through it down to 0.3 microns in size at an efficiency rating of 99.97%.

**Infection** – a condition in which microorganisms have entered the body and produced an adverse reaction.

**Ingestion** – taking a substance into the body by mouth.

**Inhalation** – taking a substance into the body by breathing.

**Inorganic** – a substance not made of the combination of carbon and hydrogen.

**Irritant** – something that causes an inflammation reaction in the eyes, skin or respiratory system.

**LEED** – Leadership in Energy and Environmental Design. Rating system defines green buildings using a common set of standards created by United States Green Building Council.

**LEED – EB** – USGBC standard for existing buildings

**LEED – NC** – USBGC standard for new construction

**LEED – CI** – USGBC standard for commercial and interior projects

LEED – CS – USGBC standard for core and shell projects

**LEED – H** – USGBC standard for homes and the home building industry

**LEED – ND** – USGBC standard for neighborhood development

**Lethal concentration (LC)** – the concentration required to cause death in a given species of animal or plant.

**Microfiber** – material which provides dramatically more surface area to lift and trap dirt more effectively than traditional cotton fibers,

**Microorganisms** – plants or animals visible only with the aid of a microscope.

**Mildew** – a growth, usually white, produced by fungus.

**Mold** – a woolly growth, produced by fungus.

**Molecule** – the smallest unit into which a substance can be divided that retains all of the chemical identity of that substance.

**Neutral** – a chemical state that is neither acidic or alkalie (base); 7 on the pH scale.

**Occupational Safety and Health Agency (OSHA)** – establishes and enforces laws relating to worker safety.

**Pathogen** – any disease producing organism.

**Pathogenic** – disease producing.

**Personal protective equipment (PPE)** – equipment worn to prevent workers from harmful exposures or conditions.

**Pesticide** – an agent which prevents, repels, destroys or mitigates pests types include insecticides, disinfectants and sanitizers, rodenticides and herbicides.

**pH** – a simple chemical scale which expresses the degree of acidity or alkalinity of a solution. The scale runs from 0 to 14. 7 is the neutral point. Numbers below 7 indicate acidity. Numbers above 7 indicate alkalinity.

**Pilot project** – a test project to assist in implementing a green cleaning program.

**Pollutants** – waste material that contaminates air, soil, or water.

**Post consumer fiber** – paper, paperboard and fibrous wastes.

**Ready to use chemicals (RTU)** – cleaners that are not diluted before use.

**Recovered fiber** – post consumer content as well as manufacturing wastes from the paper-making process and re-pulped paper and paperboard from obsolete inventories.

**Recycled materials** – materials that are reused to make other products.

**Recycled content** – the portion of a container that has been made from reused materials.

**Renewable resources** – any natural resource that can replenish itself naturally over time, as wood or solar energy.

**Sanitizer** – an agent that reduces the number of bacteria to a safe level but does not completely eliminate them, as judged by public health requirements.

**Solvents** – substances used to solubilize other materials.

**Source reduction** – refers to any change in the design, manufacture, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they become municipal solid waste.

**Surfactant** – surface-active-agent which increases the emulsifying, foaming, dispersing, spreading and wetting properties of a product.

**Sustainability** – products and procedures that will maintain human health, the environment and facilities for future generations.

**Toxic** – substance causing adverse effects in the body like a poison.

**United States Green Building Council (USGBC)** – non-profit agency that addresses the significant impacts of building design and operation on human health and the natural environment.

**Use dilution** – the final concentration at which a product is used.

**USGBC** – United States Green Building Council – non-profit agency that addresses the significant impacts of building design and operation on human health and the natural environment.

**Virucide** – a chemical agent that kills viruses.

**Volatile** – that part of a product that evaporates during drying.

**Volatile Organic Compound (VOC)** – measure of ingredients that release into the air that can lead to poor indoor air quality.

For More Information, Contact:

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www.betco.com

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800-333-2156

Customer Service:
888-GO BETCO
(888-462-3826)
Fax: 800-445-5056
email@betco.com
www.betco.com

(USE YOUR COMPANY LETTERHEAD) **(NEWS RELEASE TEMPLATE)**

DATE

Subject: XYZ Facility Goes Green,

XYZ Facility is excited to announce that green cleaning is being instituted in all of its buildings. We have chosen Betco's Green Earth Cleaning program. Betco's Green Earth Cleaning program is a comprehensive process that includes cleaning chemicals, procedures and cleaning equipment. Betco's Green Earth Cleaning Program is designed to have a reduced environmental impact while maintaining superior performance. Our program is predicated on cleaning for health and the environment.

Green cleaning creates a better work environment. Studies have shown greater productivity, reduced absenteeism and greater employee retention. Green buildings have better indoor air quality, lower costs by moving to energy efficient products, and longer lasting buildings and a better public image for your facility.

The building owner of XYZ facility realizes the importance of green cleaning and truly is concerned with the health of its tenants and the health of the environment. We will continue to monitor and improve our program in the months and years ahead. This is just the first step of our continuing to find green our building and our community.

#3AE

BETCO® INNOVATIVE CLEANING TECHNOLOGIES

Betco Corporation
1001 Brown Avenue
P.O. Box 3127
Toledo, Ohio 43607-0127
419-241-2156
800-333-2156

Customer Service:
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www.betco.com

(USE YOUR COMPANY LETTERHEAD)

# (TENANT/EMPLOYEE NOTIFICATION TEMPLATE)

DATE

Company Name
Address
City, State, Zip Code

Dear Sir or Madam,

You are now (working, living) in a building professionally cleaned with Betco's Green Earth cleaning products. The building owner of this facility realizes the importance of green cleaning and truly is concerned with the health of its (employees, tenants).

Betco's Green Earth Cleaning program is a comprehensive process that includes cleaning chemicals, procedures and cleaning equipment. Betco's Green Earth Cleaning Program is designed to have a reduced environmental impact while maintaining superior performance. The program is predicated on cleaning for health and the environment.

Green cleaning creates a better inside environment. Studies have shown greater productivity, reduced absenteeism and greater employee retention. Green buildings have better indoor air quality, lower costs by moving to energy efficient products, longer lasting buildings and a better public image for the facility.

In the following few we will be using a few different cleaners and equipment. Hopefully, you will also notice a cleaner building and a healthier environment. Green cleaning is a journey. This is just the first step of a continuing process to find greener alternatives for building maintenance. Please feel free to offer your suggestions in how we can create a healthier environment for you and your (co-workers, tenants). We will continue to monitor our performance and institute positive changes to the program.

Sincerely,

Signature
Title
Company Name

BETCO
FASTDRAW
COMPLETE
FAST DRAW
FAST DRAW
25
CHEMICAL MANAGEMENT SOLUTIONS

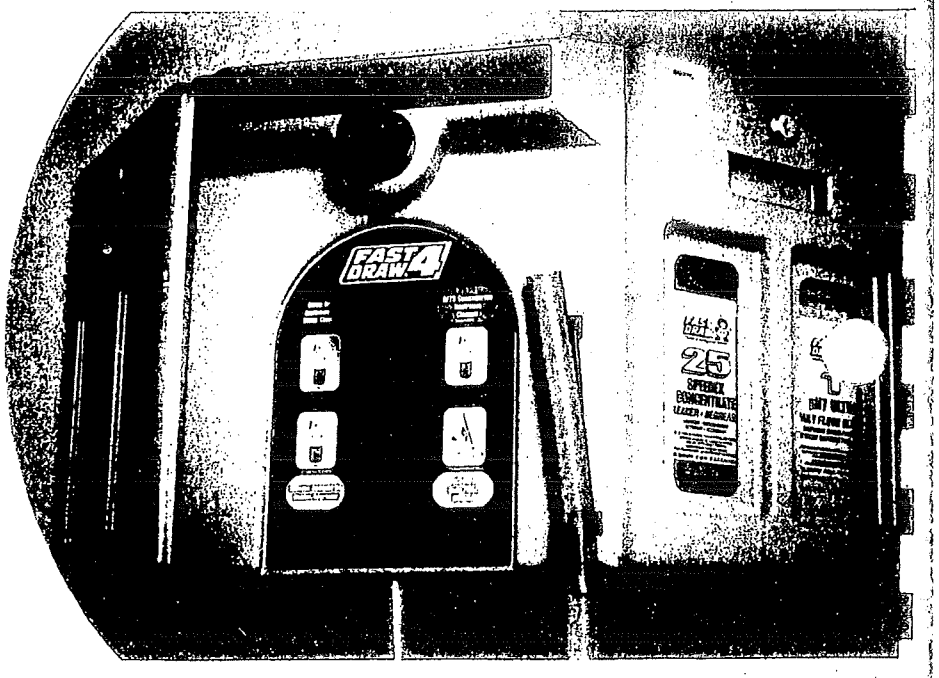
FASTDRAW® COMPLETE

# Chemical Management Solutions

Betco's FASTDRAW® Chemical Dispenser Program [illegible] labor costs, simplify cleaning and provide the right solution for industry professionals.

## FastDraw Guarantee

*We are so confident that the FASTDRAW® Complete program has the right solution for you, we will gladly offer you a free trial of any one of our FASTDRAW® dispensers.*



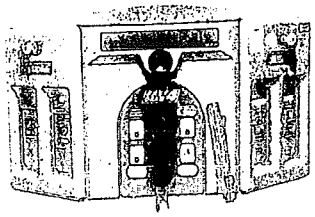

## Dispenser Selections

- Lockable
- Portable
- Foaming Applications
- Spray Bottle Application
- Bucket Fill Application
- [illegible]

Each FASTDRAW® dispenser utilizes the same innovative product package that has been specially designed to insure you receive the correct dilution every time.

# 4 PRODUCT SOLUTIONS

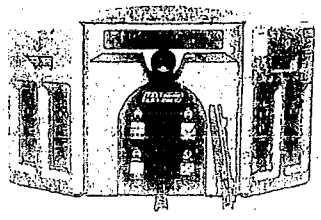
FASTDRAW™ 4 lockable dispenser has innovative features such as the industry's first corner mount design and proportioning technology that prevents any possible cross contamination. Unique design mounts directly [illegible] the mop sink utilizing previously unusable closet space.



**FASTDRAW® 4**
**Four Product Dispenser**

*#91800-00 (3 bottles/1 bucket)*
*#91825-00 (2 bottles/2 bucket)* *#91826-00 (4 bottles)*

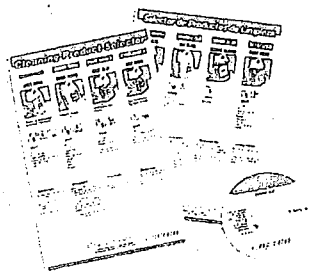
- Dispenses into both spray bottles and mop buckets/automatic scrubbers
- Space saving - mounts on flat wall or in corners
- Locking doors to prevent tampering or theft
- Durable polypropylene construction - suitable for the toughest cleaning environments



## FASTDRAW® PEROXIDE DISPENSER
**Peroxide Multi-Application Dispenser**

*Item #91806-00*

- Utilizes the Green Earth Peroxide Cleaner product which is Green Seal Certified
- Green technology - 4 individual proportioners prevent any possible chemical contamination
- Space saver - corner mount saves usable closet space
- Utilizes Fastdraw containers with sealed insert to

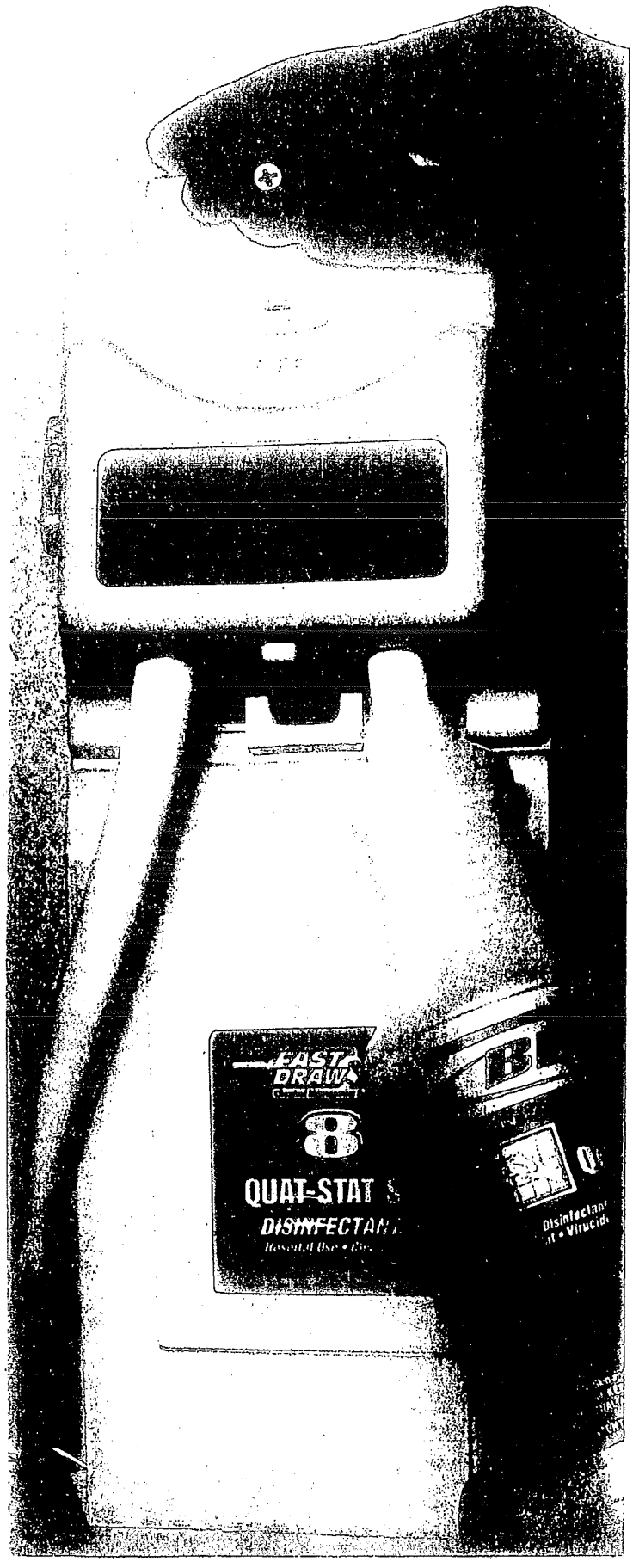


## FASTDRAW® WALL CHART PROGRAM
**Customizable Wall Chart Creator**

*Item #91198-00*

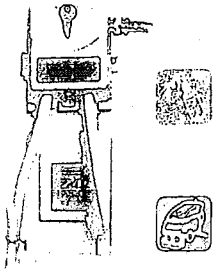
- Simply point and click to create your own unique wall charts
- Available in English, Spanish and French
- Customized logos for your unique facility
- Insures the right product is used for the right application

FASTDRAW®




# ADDITIONAL FASTDRAW® SOLUTIONS

*Wall mount, portable and foaming dispensers for your unique cleaning environment. All dispensers with special features designed to meet the unique needs of the end user.*



**FASTDRAW® 1**
**Single Product Dispenser**

*Item #91043-00*

- Simple design - bottles slide easily in and out of dispenser
- Small and lightweight - fits in virtually any cleaning environment
- Newly redesigned safety stop prevents accidental discharge
- Easy to install

## BETCO'S ENVIRONMENTAL COMMITMENT

At Betco Corporation, being environmentally responsible is a company standard. We are committed to developing products, programs and procedures that meet or exceed health and environmental standards while providing cost effective benefits to accomplish your maintenance goals.

Since 1990, Betco has shown its environmental leadership through use of the Green Earth® brand of products; packaged in recyclable containers and delivered through chemical management systems.

We have expanded our green leadership position by introducing a complete green solution – including green equipment, floor care and skin care products.

The purpose of this workbook is to provide an overview of the Green Cleaning opportunity to assist you in making an informed decision.

## TABLE OF CONTENTS


1. What is Green Cleaning?

2. Why should we be concerned with Green Cleaning?

3. Benefits of Green Cleaning

4. Green Certifications and Partnership Programs
   a. Green Seal
   b. United States Green Building Council and the LEED Program
   c. Canada's Environmental Choice Program
   d. EPA Design for the Environment Program (DfE)
   e. Green Guard
   f. ISSA Cleaning Industry Management Standard (CIMS)
   g. Hospitals for a Healthy Environment (H2E)
   h. Healthy Schools Campaign

5. Green Cleaning Procedures

6. Selecting Green Products

7. Implementing a Green Cleaning Program

8. Frequently Ask Questions

9. Green Building Facility Survey

10. Resources for Information

11. Green Cleaning Certification Test

12. Glossary


888-GO BETCO

## 1. WHAT IS GREEN CLEANING?

Executive Order 13101 defines Green Cleaning as the use of products and services that reduce the health and environmental impact compared to similar products and services used for the same purpose. Another definition of Green Cleaning is cleaning to safeguard human health while minimizing the impact to the environment. Its goal is to protect the health of building occupants, visitors and cleaning personnel, as well as reducing polluting effects on our air and water. Unlike traditional cleaning, it goes far beyond simple appearance, focusing on products and services that have fewer adverse health and environmental impacts as compared with others that might be used for the same purpose.

For the past two decades, the major emphasis in the JanSan industry has been to find new ways to "do more with less". Accordingly, most new cleaning procedures, products and systems have been developed with the primary goal of improving the productivity of cleaning personnel and reducing costs. Although these aspects are important, the health of the facility and those who live, work or occupy it have not received the same deserved attention. Green Cleaning changes all of this by helping to clarify the connection between cleaning, health and the protection of our environment.

Green Cleaning is more than just using "green" products. The success of a green cleaning program is dependent on numerous other factors. While the selection of product is important, it will have little effect in an otherwise inadequate cleaning regimen that leaves facilities dirty and the health of occupants, visitors and the environment at risk. Green Cleaning encompasses a total program including chemicals, procedures, equipment, paper, liners, mops, matting, everything used in an effective cleaning program.

The movement toward green cleaning does not imply that traditional methods are inadequate or have created unsafe conditions. Instead it can be viewed as simply taking the next step beyond our current approaches to further reduce polluting impacts while continuing to maintain and improve the healthfulness, comfort and aesthetics of our surroundings.

## 2. WHY SHOULD WE BE CONCERNED WITH GREEN CLEANING?

The USA comprises about 5% of the world's population and annually produces 27% of the world's garbage.

The USA uses 6 billion pounds of chemical products yearly.

The USA uses 4.5 billion pounds of paper products yearly.

The USA uses 35 billion pounds of plastic liners yearly.

The USA disposes 500 million pounds of cleaning equipment yearly.

The USA disposes of 100 million tons of construction waste yearly.
80% of our time is spent in doors.

EPA rates the indoor environment is potentially 3-5 times more harmful to humans than the outdoor environment.

EPA rates indoor air quality as one of the top 5 health risks.

Two-thirds of commercial buildings are rated as having "sick building syndrome" = $20 billion in worker compensation claims.

There are 100 million lost work days each year do to poor indoor air quality = $100 billion.

These numbers emphasize the immediate need to be concerned about the cleaning process and its effect on the health of the user, occupant, visitor and the indoor and outdoor environment.

Also more state and local governments are mandating environmentally preferable purchasing procedures, products, equipment and cleaning procedures.

**States** – California, Illinois, Iowa, Massachusetts, Minnesota, New Jersey, New York, Tennessee, Vermont, Washington, Wisconsin and more all the time.

## 3. BENEFITS OF GREEN CLEANING

The primary benefit of Green Cleaning, with its emphasis on cleaning for health, not just appearance, is a cleaner, healthier building. A healthier indoor environment translates into many concrete, bottom-line benefits for building owners, managers, service personnel and building occupants.

**The triple bottom line –**

**Economic** – increased productivity, ROI, energy savings; reduction of hard and soft operating costs.

**Environmental** – using more renewable raw materials. The extraction of raw materials to manufacture janitorial chemicals, supplies, equipment has a significant impact on the environment, as does the transportation, use and disposal of these items. Many of the raw materials are not a renewable resource so they are depleted and will not be available for future generations.

**Social/professional** – gain respect for our industry. Historically our industry hasn't considered the social impact of cleaning. We can't expect people outside our industry to engage us as professionals or look at cleaning with respect unless we respect ourselves.

**Increased Indoor Air Quality (IAQ) and Productivity –**

Excessive VOCs, airborne dust and other indoor pollutants can cause numerous health problems among building occupants and workers, resulting in increased absenteeism and lower productivity on the job. The average American spends 80% of their time each day indoors and the EPA ranks indoor air quality as one of the top 5 risks in the US. A recent study estimated that the value of increased productivity and reduced absenteeism among office workers from better cleaning methods could be as high as $160 billion nationwide. Another analysis estimated that businesses could realize an increase in worker productivity up to 5% through improvement in indoor environment through better ventilation and cleaning methods.

Reduced absenteeism is a key issue with public schools. A study in the Syracuse, NY school system showed improved cleaning practices increased attendance by more than 11%, resulting in an increase of $2.5 million in state reimbursements. Other studies in elementary schools show a marked increase in standardize test scores from 20-50%. Total illness has decreased by 20-30% in surveyed schools.

**Improved worker recruitment and retention –**

A healthy indoor environment improves morale among existing employees, reduces turnover and facilitates recruitment of new personnel. People want to work in a healthy environment.

**Potential greater rental income and building value –**

More tenants are aware of indoor air quality and will actually spend more per square foot in a "green" building. USSA Realty Company reported an 80 cent/sq. ft. increase in market value of environmentally sustained properties.

**Lower costs –**
Better cleaning procedures and safer products can significantly improve the health of building occupants, reducing healthcare and insurance costs. Experts expect insurance companies to offer lower rates for Green Cleaned buildings in the future. Green Cleaning can also reduce the cost of environmental protection to the community as a whole. Correcting a problem at the source, such as using safer products, costs significantly less and is more effective than taking corrective action downstream at a later date. Recent California studies have shown a 20-30% yearly savings due to more efficient water use and a 20-30% savings due to more efficient heating and cooling systems.

**Fewer complaints –**
As the public has become more aware of the hazards of poor indoor air quality, building occupants have become increasingly intolerant of substandard maintenance. If the building is maintained better, there will be fewer complaints from the occupants.

**Compliance with new governmental regulations –**
In recent years, state, local and federal governments have increased their regulation of VOCs and other hazardous chemicals. By using less toxic chemicals, green cleaning helps insure compliance with current and emerging regulations. A number of states and municipalities have started creating tax incentives to encourage more responsible construction and maintenance procedures to protect people and the environment. There are numerous states and local municipalities that have mandated selected forms of Green Cleaning and more will be forth coming in the future, especially in the education sector.

**Longer lasting buildings –**
Green cleaning extends the life of a facility's carpets, floors, furnishings, computers, HVAC systems and other components. This reduces replacement costs and saves the owner money in the long-run. Recent surveys have shown as much as .30¢ to .70¢ annual savings per square footage total operational costs for the building.

**Better public image –**
With the increased publicity the indoor and outside environment has received in recent years, Green Cleaning will create a more favorable public image for companies in their communities.

**Source reduction –**
A main component of Green Cleaning is the use of concentrated chemicals through a chemical management system versus using ready to use products. This will make an impact on the materials dumped into landfills each year. Also the use of recycled materials, paper and plastic, will impact the source reduction.

## 4. GREEN CERTIFICATION AND PARTNERSHIP PROGRAMS

### 4-A GREEN SEAL

**What is Green Seal:**
Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats and minimize global warming and ozone depletion. It works with manufacturers, industry sectors, purchasing groups and governments at all levels to "green" the production and purchasing chain.

**Mission:** to achieve a more sustainable world by promoting environmentally responsible production, purchasing and products.

**Through its standard setting, certification and education programs, Green Seal:**

- Identifies products that are designed and manufactured in an environmentally responsible manner.
- Offers scientific analyses to help consumers make educated purchasing decisions regarding environmental impacts.
- Ensures consumers that any product bearing the Green Seal Certification Mark has earned the right to use it.
- Encourages manufacturers to develop new products that are significantly less damaging to the environment than their predecessors.

**History:**
In the late 1980's the environmental community felt that after two decades of hard-won litigation and advocacy campaigns, it was time to incorporate a less adversarial approach to industry in the their programs. They decided to initiate in the United States a product ecolabeling program, similar to the ones in Germany and Canada. Ecolabeling helps consumers identify green products. When the Green Seal logo is present on a product, the end user can be assured the product was evaluated by an independent unbiased third party for fourteen different criteria.

Green Seal was founded in 1989 as a non-profit organization and issued the first product certifications in 1992. A number of environmental standards were completed and several major companies applied to have their products evaluated.

**Green Seal Services:**
**Purchasing –**

Institute or improve green purchasing
Lists of recommended products
Standards, criteria and contract language
Environmental or financial justification for environmental purchases

**Operations –**

Evaluation of building maintenance
Recommendations for environmental improvement
Environmental product criteria, service contracts
Manual for specific operations

**Facilities –**

Evaluation and design
Recommendations for environmental upgrading
Equipment criteria and recommendations
Identification of potential savings through environmental improvement

**Green Seal specific programs:**

**Greening your Government** – technical assistance to all levels of government in their purchasing, operations and facilities management

**Product Standards and Certification** – development of environmental standards for leadership products in specific categories and certification of products that meet them. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures.

**Product Recommendations** – technical reports on products in a variety of categories giving specific brand recommendations of those that meet screening criteria.

**Greening the Lodging Industry** – long-term project with hotels and motels to green their operations and purchasing, including certification of specific properties.

***Standards:***

Green Seal bases its work on thorough, state-of-the-art scientific evaluations using internationally accepted methodologies like ASTM standardized testing. Product evaluations are conducted using a life-cycle approach to ensure that all significant environmental impacts of a product are considered, from raw materials through manufacturing to disposal in creating their standards. Green Seal uses the following 14 specific criteria to evaluate products.

Meets performance tests
No human toxicity
No carcinogens or reproductive toxins
No skin/eye corrosivity
Not a skin sensitizer
Non-combustible
Minimal VOCs
No aquatic toxicity
Biodegradable
No eutrophication
Use of concentrates
Safe fragrances
No endocrine disruptors
Reduced packaging

**Certification:**
Once a standard has been established, Green Seal accepts applications for certification. Products are then evaluated for compliance with the applicable Green Seal standard. The manufacturing facility is then visited to evaluate quality control procedures. Once certified, products are subject to annual monitoring to insure that the product offered for sale continues to meet the Green Seal standard. Certification and yearly renewal fees are charged participating manufacturers.

**GS-37 Standard for Industrial & Institutional Cleaners:**
**Bathroom cleaners. (Green Earth® Peroxide Cleaner)**
This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

**General-purpose cleaners. (Green Earth® Daily Floor Cleaner)** This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

**Glass cleaners. (Green Earth® Glass Cleaner)** This category includes products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.
Carpet Cleaners. This category includes products used to clean carpets. The product must perform as well as a nationally recognized product in its category in both cleaning efficiency and re-soiling resistance.

**Disinfectants.** There is no standard for disinfectants. By nature disinfectants kill bacteria, good and bad. The green community suggests using fewer disinfectants, ones with moderate pH, low VOCs and only in specified areas like ORs, ERs, critical care areas, food service/production, etc.

**GS 40 Floor-Care Products, finishes and compatible strippers:**
**Finishes. (Green Earth® Floor Finish and Green Earth® Prelude)** will include floor finish designed to polish, protect or enhance floor surfaces by leaving a protective wax, polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. The finish must meet normal performance criteria such as, stripability; slip resistance, resistance to black heel marking, etc. Certified finishes will contain no heavy metals like zinc.

**Strippers. (Green Earth® Finish Stripper)** The floor finish stripper is defined as a product designed to remove floor finish through breakdown of the finish polymers or by dissolving or emulsifying the finish, polish or wax. This standard does not address general purpose cleaners that can be used to clean floors, floor sealers, spray buffing products or products designed to remove floor wax solely through abrasion.

**GS 41 Hand Soaps: (Clario Green Earth® Foam and Lotion soaps)**
This standard establishes criteria for industrial and institutional hand soaps. The standard does not apply to hand cleaners used in households, for preparation operations or medical facilities, nor do they cover anti-bacterial hand cleaners or hand sanitizers. Criteria for hand cleaners in this standard include:

Perform as well or better than conventional hand cleaners.

Are biodegradable and have limited toxicity to aquatic life.

Are packaged in recyclable packaging, ideally incorporating recycled content.

Have eliminated ingredients considered likely to negatively impact health and the environment.

**GS 42 Environmental Standard for Cleaning Services:**
This standard will establish requirements for cleaning service providers, including in-house and external cleaning services, to create a Green Cleaning program that protects human health and the environment. Green Cleaning encompasses all indoor activities typically required to clean commercial, public and industrial buildings. This standard does not include maintenance of exterior areas or residential buildings.

Cleaning Service Providers will develop and maintain a set of written guidelines or Standard Operating Procedures that govern the cleaning procedures, chemical handling and tracking requirements, equipment maintenance and operation procedures, communication protocols and requirements, training and inspection programs and reporting and record keeping procedures.

**Other Green Seal Standards relevant to the Jan San Industry:**

| | |
|---|---|
| GS 01 | tissue paper |
| GS 08 | household cleaners |
| GS 09 | paper towels and paper napkins |
| GS 11 | powdered laundry bleach |
| GS 33 | lodging properties |

## 4-B UNITED STATES GREEN BUILDING COUNCIL (USGBC)

**What is USGBC?**
USGBC is a standard-setting organization focused on the rapidly growing green building industry. It was formed to address the significant impacts of building design and operation on human health and the natural environment. It is a coalition of leaders from all segments of the building industry, including building owners and managers, architects and engineers, builders, building service contractors, product manufacturers, insurance companies and all levels of government. Currently there are over 10,000 members in the USGBC.

**Mission:**
Its mission is to accelerate the development and implementation of green building practices and promote buildings that are environmentally responsible, profitable and healthy places to live and work.

**Leadership in Energy and Environmental Design (LEED) Green Building Rating System:**
In 2002, USGBC began development of its nationally accepted LEED rating system. This program is a complete set of assessment tools to promote sustainable building design, construction and operations practices. LEED is voluntary, consensus-based, market-driven standards designed to raise consumer awareness of green building benefits, encourage environmental leadership in the building industry and promote certification of high-performance, sustainable buildings nationwide.

**LEED standards are currently available or under development for assessing building performance and meeting sustainability goals in a variety of green building areas.**

| | |
|---|---|
| LEED – EB | Existing building operations |
| LEED – NC | New construction and major renovation projects |
| LEED – CI | Commercial and interior projects that create more efficient and healthier interiors |
| LEED – CS | Core and shell projects allows the building owner to educate tenants about the advantages of green |
| LEED – H | Standards for single-family and low-rise multi-family residences. |
| LEED – ND | Neighborhood development |

LEED for retail, schools and healthcare are in the development stages.

**LEED – EB Rating System:**

| | |
|---|---|
| Certified level | 34 – 42 points |
| Silver level | 43 – 50 points |
| Gold level | 51 – 67 points |
| Platinum level | 68 – 92 points |

The jan san industry can assist building managers achieve over 30% of the base level of certification points and 1 to 5 innovation points with products, procedures, training and LEED Certified Professionals. These certification points are normally simple and affordable to achieve.

**Criteria to earn LEED Certification Points:**
Indoor Environmental Quality – reduce the exposure of building occupants and maintenance personnel to potentially hazardous biological and particulate contaminants.

EQ Prerequisite 3 – GREEN cleaning policy
**(Required)**

EQ Credit 3.1 – high performance cleaning program
**(1 point)**

EQ Credits 3.2 & 3.3 – custodial effectiveness assessment
**(1 point)**

EQ Credits 3.4-3.6 – purchase of sustainable cleaning products and materials
**(1-3 points)**

EQ Credit 3.7 – sustainable cleaning equipment
**(1 point)**

EQ Credit 3.8 – entryway systems
**(1 point)**

EQ Credit 3.9 – indoor integrated pest management
**(1 point)**

**Sustainable Sites – Green Site and Building Exterior Maintenance (SS Cr. 2)**
Cleaning exterior with proper chemicals. (Exterior walls, walkways, windows, ice melter)
Exterior maintenance equipment (Leaf blowers, sweepers)
**(Potential of 1 point)**

**Materials and Resources – purchasing durable goods (MR Cr. 2.1)**
Changing from gas powered maintenance equipment to battery or corded models
**(Potential of 1 point)**

**Innovation in Operations** – the ability to earn additional credits for exceptional environmental practices beyond those already addressed in LEED-EB.
**Credit 1 - 4 points possible**
**Credit 2 - LEED Accredited Professional - 1point**

**Other LEED criteria (normally we can't help)**
**Water Efficiency** – maximize water efficiency within buildings to reduce the burden on local water supply and waste water systems.
**Energy and Atmosphere** – establish minimum levels of energy efficiency and reduce ozone depletion.

**Benefits of a "Green Building"**: many of the same benefits mentioned for "Green Cleaning"
**Environmental** – enhance and protect ecosystems, improve air and water quality, reduce solid waste, conserve natural resources and decreases greenhouse gases.

**Economic** – reduce operating costs, enhance asset value and profits, improve employee productivity and satisfaction. Utilities, state and federal agencies and other sources are providing financial incentives and rebates for facilities adopting LEED measures. Potentially receive a higher rental rate from occupants concerned with the environment and healthy working conditions.

**Health and safety** – enhance occupant comfort, safety and health.

**Community** – minimize the strain on local infrastructures (water treatment, utilities and health care facilities and costs) and improve quality of life. Facilities are recognized as a well-run and well-managed building.

**How do I get LEED Certified?:**
To start the process, it is encouraged that a team be assembled to manage the certification process, which means preparing documentation and calculations to fulfill the prerequisites and credit submittal requirements to become LEED certified. The "green team" could consist of personnel from environmental services, human resources, training safety, as well as building managers, building occupants and possibly suppliers.

The team should identify which rating system the building desires to be certified and the desired level of certification. Then they will review the checklist provided by the USGBC to help develop their strategy, such as which points would be easy or difficult to achieve, where they will need to collect data, whether or not they need a consultant with certification experience, budgets and other potential issues they may need to consider prior to committing to the program.

Once the commitment is made, the building owner must register with the USGBC. Next the submitter must provide specific documentation which includes site plan, floor plans, elevation and photos, for tracking the building project. After documentation is provided it is reviewed and the different credits are interpreted by the USGBC council. Next the final application is submitted. The building is either awarded certification or rejected. If rejected, the submitter can appeal the results with further documentation supporting their cause.

Owners must also pay a fee to become LEED registered and certified. The charges vary based on the size of the facility. Normal fees are between $1,000 and $12,500 depending on the size of the facility. The certification process can take up to one year.

## 4-C ENVIRONMENTAL CHOICE PROGRAM (CANADA)

The Environmental Choice[M] Program (ECP), Environment Canada's Ecolabeling program, helps consumers identify products and services that are less harmful to the environment. The "ECP" was established in 1988. The Program's official symbol of certification - the EcoLogo[M] - features three stylized doves intertwined to form a maple leaf, representing consumers, industry and government working together to improve Canada's environment. A key aspect of the certification process is the requirement for third party verification of compliance to ECP certification criteria as a condition for certification and licensing.

**This process ensures the Program's credibility and includes:**

- a review of each applicant company's product and process information;
- an examination of the company's quality assurance (QA) / quality control (QC) measures;
- and, where deemed necessary by ECP officials, an audit of the company's facilities for purposes of initial certification.

Canada's Environmental Choice[M] Program and its EcoLogo[M] are internationally renowned because of the program's stringent certification process. The certification programs include the following categories: agricultural and horticultural products, automotive related products, building and construction related products, cleaning and janitorial products, consumer products, containers and packaging, electricity products, lubricants and absorbents, marine products, office furniture equipment and business products, paper products, printing products and services and miscellaneous industrial products and services.

## 4-D DESIGN FOR THE ENVIRONMENT (DFE)

The DFE Program is distinct from all other product recognition or Ecolabling programs. The DFE program reviews each product component, starting with the chemical component's structure to determine its key health and environmental characteristics. Then ingredient characteristics are compared to other chemicals in the same use class and considers any possible negative synergies between the ingredients.

Because of the program's initial success, EPA recently started out-sourcing the testing component of this program to a firm named National Sanitation Foundation (NSF). They are an independent, not-for-profit, non-governmental organization dedicated to testing and recommending products to improve human health. They perform the ingredient review and report back to EPA who would issue the formal certification for the product.

Manufacturers pay a fee for the testing and certification process.

## 4 E. GREENGUARD

GREENGUARD Environmental Institute (GEI) is an industry independent, non-profit organization that oversees the GREENGUARD Certification Program. As an American National Standards Institute (ANSI) Accredited Standards Developer, GEI establishes acceptable standards for indoor products and testing protocols. GREENGUARD's goal is to improve public health and quality of life by helping manufacturers build better and safer products.

The GREENGUARD Certification program identifies specific products that have been tested and continue to be tested to ensure that their chemical and particle emissions meet acceptable indoor air quality pollutant guidelines and standards. The Certification Program includes all construction materials, furnishings, furniture, office equipment, cleaning and maintenance materials and processes that are used in interior environments. They recently introduced a certification program specific to the cleaning industry that measures chemical cleaning product emissions (i.e. VOCs) during actual product use.

Manufacturers pay a fee for testing and certification.

## 4. F ISSA CLEANING INDUSTRY MANAGEMENT STANDARD (CIMS)

The Cleaning Industry Management Standard is designed to assist cleaning organizations (in-house and service contractors) in setting up a management system that allows an organization to meet specific goals. The Standard is a management framework that can be used to develop customer-centered, quality organizations.

One of the most important features of the Standard is that it is non-prescriptive and is based on management principles that have proven to be primary characteristics of quality, customer-centered organizations. It does not require, recommend or other wise endorse any particular process or product; it allows individual organizations flexibility in choosing the most effective ways in which to meet their management requirements.

**The standard is composed of the following sections:**
**Quality** – a general framework to ensure effective operations and continual improvement.

**Service Delivery** – these processes include staffing, bidding, costing, budgeting and purchasing.

**Human Resources** – the organization should demonstrate that it efficiently and effectively manages "human capital" in a way that enhances organizational performance.

**Health, Safety and ENVIRONMENTAL STEWARDSHIP** – processes, systems and documentation to insure the safety, health and sustainability of the facility while insuring a positive impact on the environment.

**Management Commitment** – demonstrate an organizations commitment to management systems to meet customer needs and expectation, now and in the future.

There is a fee for the certification process.

## 4-G HOSPITALS FOR A HEALTHY ENVIRONMENT (H2E)

**H2E** – non-profit organization to support environmentally sustainable health care facilities. The Green Guide for Health Care is a self-certifying, best practices toolkit for health care. The point system provides design and construction teams a way to baseline and benchmark their achievement and to support continuous improvement. The Green Guide for Health Care borrows the credit numbering scheme from the USGBC LEED rating system. The Green Guide does not recommend products.

## 4-H HEALTHY SCHOOLS CAMPAIGN

**Environmental Audits** - working with students, teachers and community members for greater awareness and understanding of the school environment.

**Green Cleaning** - working with school building engineers to reduce the use of toxic cleaning products in schools.

**Healthy and High Performing Schools** - working to improve school construction standards.

**Promoting Healthy Eating** - working with schools to conduct assessments.

**Legislative Advocacy** - supporting a range of environmental health issues to improve school environments.

Betco is a supporting partner.

## 5. GREEN CLEANING PROCEDURES

The following section covers Green Cleaning procedures for commercial facilities. This is not a "how to" manual. It will not tell you, for example, how to strip and refinish a floor; but it will address how hard floor care differs in a green cleaning approach. What determines the differences are the underlying health and environmental issues, not just the appearance of the building.

A key issue that cuts across all cleaning procedures is the issue of cleaning frequencies. Cleaning for health or Green Cleaning generally requires the same or higher frequencies. To some extent, you may be able to balance the increased costs with increased efficiencies.

Keep in mind too that these procedures can only serve as a general guideline because commercial buildings vary tremendously. It is virtually impossible to assemble a single, comprehensive and standardized set of Green Cleaning procedures. As you encounter new environments and new situations, you will have to apply the principles of Green Cleaning to develop your own procedures.

**Identify people with special needs -**

Identify building occupants with individual needs and sensitivities.

Develop a plan to address the individual needs.

**Change products/procedures/schedules as necessary to accommodate their individual needs.**

Address ventilation requirements to help mitigate the problems.

Communicate plans to special needs personnel and all building occupants.

Continually request feedback from occupants to make appropriate changes.

**Entryways –**

Roughly 80% of the dirt in a building is tracked in through the entrance.

The matting system should be 12 -15 feet long. For a main entrance, an ideal system would include an outside scraper mat, foyer mat and an inside carpet mat.

Always place caution signs prior to cleaning entryways.

Mats should be vacuumed at least once a day; vacuum in both directions using upright vacuums with a beater bar. Be sure to clean under mats as well. Replace dirty mats with clean ones weekly under normal conditions, more often in wet weather or extremely dirty conditions. Scrub dirty mats with detergent or carpet solution, rinse them thoroughly and let them dry on a periodic basis.

Providing trash receptacles and cigarette urns at all entrances will reduce the amount of food, cigarettes and other trash brought into the building. Ensure they are emptied and cleaned on a regular basis.

Sweep exterior sidewalks, entry areas and steps leading into the building on a daily basis. Periodically clean sidewalks and entry areas with a high pressure power washer.

Clean and store equipment after each use.

**Hard Floor Care –**

Utilize appropriate entryway cleaning systems and maintenance procedures.

Always place caution signs prior to beginning floor maintenance work.

Hard floors should be vacuumed daily using a high quality backpack vacuum. Advantages – it removes more dirt, improving air quality, it stirs up less dirt and dust up into the air, it is more effective at removing dirt from grout, corners, edges and under furniture and it improves productivity.

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Life Cycle of Floor Care module and Cleaning Task Cards to train personnel.

Hard floors should also be damp mopped or cleaned with an automatic scrubber to remove dirt not picked up by the vacuum. Microfiber mops are more effective at removing dirt than traditional yarn mops.

Encourage the use of zinc-free floor finishes and environmentally preferable strippers. Always keep a base of 6-8 coats of finish on floors.

Encourage the use of a top scrub and recoat procedure versus a total strip-out to limit the amount of highly alkaline strippers poured down the drain.

Notify occupants in advance of stripping and recoating operations. Always place caution signs prior to starting floor maintenance.

Arrange to have the ventilating system operating in the occupied cycle during and after stripping and refinishing operations.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean up spills as soon as possible.

Clean and store equipment after each use.

**Carpet Care –**

Utilize appropriate entryway systems and maintenance procedures.

Always place caution signs prior to beginning carpet maintenance work.

Vacuum carpet in lobbies, elevators and high traffic areas thoroughly every day. Use high efficiency vacuum cleaners with microfiltration bags. Replace vacuum bags when they are half full to minimize emissions. Clean or replace filters regularly.

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Life Cycle of Carpet module and Cleaning Task Cards to train personnel.

Clean up spills on carpet as quickly as possible. Create a spill cart with a spotting kit and portable spotting machine.

Maximize the amount of water extracted from the carpet to minimize moisture and potential for mold, mildew and bacterial growth. Make sure the vacuum pickup is working properly.

Increase ventilation to dry carpets fully within 24 hours or less to minimize the potential for microbial growth. Use floor fans or carpet dryers.

Notify occupants in advance when extraction operations are scheduled.

Arrange to have the ventilating system operating in the occupied cycle during and after the extraction procedure.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

**Dust mopping – vacuuming is preferred to dust mopping**

Use the widest micro fiber dust mops appropriate for the area to be cleaned.

If using a dust mop treatment, follow label instructions. A water based product is preferable.

Launder mops on a regular basis.

Use a continuous motion, without lifting the mop from the floor to limit particulates in the air.

Use Betco Cleaning Task Cards to insure proper training.

Clean and store equipment after each use.

**Dusting –**

Use microfiber dust cloths to capture and remove dust.

Replace soiled cloths with clean ones. Always use folded clothes and refold soiled area to maximize the use of the dust cloth.

Use vacuum attachments or backpacks for high dusting.

Avoid feather dusters and other methods that stir up dust.

Avoid dust cloth treatments which can leave residues and emit VOCs.

Spray dust treatment onto the cloth versus spraying product directly onto the surface.

Use Betco Cleaning Task Cards to insure proper training.

**Restrooms –**

Establish and monitor a plan for routine, interim and restorative maintenance. Use the Betco Restroom Cleaning module and Cleaning Task Cards to train personnel.

Always place caution signs and close the restroom prior to starting the cleaning process.

Frequently clean surfaces that hands come in contact with to eliminate the spread of germs door knobs, light switches and fixture handles.

Eliminate moisture, keep floors dry to eliminate slip/fall accidents and the build up of bacteria, mold and mildew.

Ensure trash receptacles are cleaned and emptied daily.

Restroom floor drains have a very high potential for biocontamination and should be disinfected regularly. Ensure drains are operating properly.

Recommend the installation of no touch towel dispensers to the facility manager if restrooms are not equipped with these.

Arrange to have the ventilating system operating in the occupied cycle during and after the cleaning procedure.

Only use chemical products according to label instructions.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

**Food Areas –**

Clean and sanitize floors, tables, counters and other surfaces.

Separate recyclables from trash as needed.

Remove trash daily.

Remove recyclables as needed.

Ensure floor drains are operating properly.

**Odor Control –**

Be aware of excessive odors in all areas of the building.

Many odors can be oxidized with Peroxide Cleaners or Liquid bacteria digesters.

**Spills –**

Clean spills up as soon as possible. Place cautions signs if appropriate.

Use appropriate cleaning solutions and follow label directions.

Make sure occupants know the person to contact in case of spills.

Always supply and wear the proper personal protective equipment (PPE).

Dispose of excess solutions properly.

Clean and store equipment after each use.

**Handling Chemicals and dilution of concentrated chemicals –**

Using concentrated chemicals reduces the overall environmental impact from packaging and transportation and usually reduces costs.

Train all workers in the safe handling and use of cleaning chemicals.

Use appropriate protective equipment when mixing concentrated cleaning products.

Follow manufacture's dilution directions or use properly functioning chemical management dispensers.

Put appropriate labels on secondary containers such as spray bottles.

Never mix different cleaning products together.

Ensure that chemicals are stored properly.

Apply product onto a cloth versus spraying it onto the surface to reduce VOCs and possible slip and fall issues.

**OSHA Blood-borne Pathogen Standard –**

Use the Betco OSHA Blood-borne Pathogen module to train employees.

Use safety cones or other means to make sure that occupants do not come in contact with spills.

Use proper personal protective equipment (PPE).

Use an OSHA approved disinfectant diluted per label directions. Betco pH 7 Q, pH 7 Q Ultra, Quat Stat, Quat Stat SC, Fight Bac, TB 94 and TB Plus all meet EPA requirements for clean up of bodily fluids.

Dispose of all materials properly in a biohazard bag.

**OSHA Right To Know Standard –**

Use the Betco OSHA Right To Know module to train employees.

Constantly update MSDS sheets for chemicals used in the facility.

**Trash Removal –**

Pull trash daily so as not to attract insects and other pests.

Cover trash cans that contain food waste.

Make sure that dumpsters or other outside trash receptacles are emptied regularly.

Make sure that trash and recyclables are being separated properly.

Use Betco Cleaning Task Cards to insure proper employee training.

**Indoor Plants –**

Educate occupants on appropriate care guidelines for indoor plants. Monitor use of fertilizers or pesticides so as not to adversely affect the indoor air quality.

Ensure that plants are not in direct contact with carpets and ventilation units.

Clean up any spills of soil or moisture as soon as possible.

**Integrated Pest Management (IPM) –**

Establish, monitor and communicate the IPM program to employees and building occupants.

Improve sanitation through thorough cleaning and by removing food sources.

Manage waste, cover trash containers and remove waste frequently.

Maintain the building structure, seal cracks, fix leaks, etc.

Install physical barriers to pest entry.

Notify employees and occupants of treatment times and their role in the IPM program.

**Recycling Programs –**

Recycling reduces the amount of solid waste and lessens the burden on solid waste disposal sites, such as landfills and incinerators.

Insure that collection meets guidelines of the recycling hauler and recycling facility.

Locate bins throughout the facility, ease of access increases participation.

Educate occupants as to what can be recycled and how it should be separated.

Educate occupants to rinse food and drink containers before placing them in bins.

Put signs on or near trash cans to remind occupants to recycle.

Track recycling results.

Monitor recycling collection bins to see if they are attracting cockroaches and other pests.

**Garage Maintenance –**

Collect and remove trash daily.

Sweep the parking surface and stairwells weekly.

Wash the parking surface at least twice a year.

Inspect floor drains and lighting fixtures periodically.

Make sure floor drains, basins and traps are kept free of trash and debris to prevent clogging and standing water.

Inspect doors to insure they are sealed properly to prevent exhaust from entering the building.

**Roof Maintenance –**

Perform routine roof inspections monthly.

Keep roofs clean and free of debris.

Keep drainage systems clear.

Keep roof access limited to authorized personnel to minimize foot traffic.

Insure fans and vents are clean and operating properly.

**Maintaining HVAC Systems –**

Keep mechanical rooms clean and free of rodents and other pests.

Cleaning and disinfecting air conditioner drip pans monthly.

Replace the biocide pack for air conditioner drip pans monthly.

Clean or replace filters on HVAC systems based on manufacturer's recommendations.

Clean or replace filters on humidifiers according to the manufacturer's recommendations.

**Fabric Cleaning – partitions, wall fabrics, furniture, drapery**

Vacuum regularly.

Deep clean periodically.

Treat spots immediately.

**Basements –**

Examine basement areas for dirt, evidence of insects and other pests and excessive moisture.

Insure drains are operating properly.

**Stairs and Elevators –**

Look for dirt and excessive moisture.

Inspect and clean on a regular basis.

**Cleaning Closets –**

They should be clean, dry and adequately ventilated.

Check drains and wash basins to see if they are free of bacteria, odors and operating properly.

Insure chemical management systems are operating properly.

**Building Exterior –**

Look for excessive dirt, standing water and damage in parking lots.

Examine the building's exterior and report any damage.

Look for drainage problems around the building.

Insure drains are operating properly.

## 6. SELECTING GREEN PRODUCTS

Traditionally users considered performance and cost when selecting products. In a Green Cleaning program they will consider performance, cost, health and environmental issues. In a Green Cleaning program, product selection should be based on the following criteria:
Impact on health and the indoor environment - select products that are safe for workers and building occupants and that do not adversely affect the indoor environment.

Impact on the larger environment - select products that have little or no negative impact on the outside environment.

**Performance -**

the products must do the job.

**Cost -**

be sure to consider performance and productivity in the cost equation. Look at the overall cost of the procedure, not just the individual chemical or equipment cost.

**Type of facility -**

use the same products wherever appropriate to simplify purchasing, procedures and training.

**General guidelines for selecting chemicals –**

Select the least toxic products needed to perform a specific cleaning task.

Use products with low VOC content (Volatile Organic Compound)

the part of a product that evaporates during drying).

Look for products with a moderate pH (a chemical scale which expresses the degree of acidity or alkalinity of water based solutions), 4 to 11.

Avoid products containing known or suspected carcinogens.

If hazardous products must be used, ensure worker safety through extensive training and use of personal protective equipment.

Products that leave little or no residue after cleaning.

Products that are designed to work in cold water.

Use single cleaning products for multiple applications.

Choose products that are readily biodegradable. (the capability of organic matter to be decomposed by biological processes)

Select metal free floor finishes.

Select products that are derived from renewable resources, feed stocks, such as detergents and solvents made from corn starch, coconut oil and orange peels. This will reduce the demand for petroleum.

**Packaging –**

Purchase chemical products as concentrates.

Select products that come in recyclable containers.

**Selecting paper products –**

Select products with maximum recycled content. (post consumer fiber or recovered fiber)

**Post consumer fiber –**

paper, paperboard and fibrous wastes.

**Recovered fiber –**

post consumer content as well as manufacturing wastes from the paper-making process and repulped paper and paperboard from obsolete inventories.
Selecting products with the highest amount of post consumer fiber diverts the greatest amount of paper waste from landfills.

**Bleaching Process –**

do not use paper products that have been manufactured with de-inking solvents containing chlorine or any other chemicals listed in the EPA Toxic Release Inventory.

Select roll towels versus C-fold towels. Use jumbo paper for toilet and towel usage with controlled dispensing systems.

**EPA guidelines for minimum levels of recycled content – Comprehensive Procurement Guidelines (CPC)**

| Product Category | Post consumer | Recovered |
|---|---|---|
| Toilet tissue | 20-60% | 40-100% |
| Paper towels | 40-60% | 40-100% |
| Facial tissue | 10-15% | 10-100% |
| Toilet seat covers | 40-60% | 40-100% |
| Industrial wipes | 40% | 40-100% |
| Plastic liners | 10-25% | -- |

Use high density trash bags versus linear low density bags made from petroleum base raw materials.

**Microfiber Mops and Cloths –**
Microfiber cloth is composed of 80% polyester and 20% polyamide. The polyester fibers serve as the scrubbing and cleaning element, while the polyamide provides an absorbent quick-drying element. Individual fibers are 1/100th the size of a human hair and 1 square inch of cloth contains approximately 90,000 microfibers. The fibers are partially split to create deep channels in the strands. These channels provide dramatically more surface area to lift and trap dirt more effectively than traditional cotton fibers.

When microfiber cloths are used dry, the wedge-shaped filaments create an electrostatic charge that attracts and clings to dirt. Ideal for dusting floors, walls, ceilings, counters or any other flat surface, they are more economical than disposable electrostatic wipes which must be discarded when they become dirty.

Microfiber pads can attract and retain 7 times their weight in dirt and liquids. Because the fabric is highly absorbent, it can deliver and remove far more liquid to and from the floor. Due to the properties of polyamide, microfiber fabric dries in one-third the time of cotton.

Density is key to determining the quality of microfiber. Denser material can absorb more liquid and dust and will last longer.

**Equipment –**

**Vacuums** – capable of capturing 96% of particulates, 0.3 microns in size and operate at less than 70 db sound levels. All Betco dry vacuums meet this requirement.

**Extractors** – capable of removing moisture so the carpet will be dry within 24 hours and have a solution metering device to limit the amount of liquid applied. The Betco FP 8 and FP 20 both meet this requirement.

**Floor machines and burnishers** – be equipped with vacuums for capturing fine particulate and operate at less than 70 db sound levels. The Betco Dust Control burnisher meets this requirement.

**Propane machines** – have high efficiency, low emission engines. All Betco propane machines meet this requirement.

**Automatic scrubbing machines** – be equipped with a solution metering device to control the amount of liquid applied and a properly vacuuming system. All Betco automatic scrubbers meet this requirement.

A logbook should be kept for all powered equipment to document purchase dates, maintenance history and equipment information sheets.

**Choosing a supplier –**

A good supplier can give you a broader selection of green products, make informed recommendations based on the advantages of specific products and provide support for a green training program. Effective inventory management by you and the supplier can minimize the amount of cleaning chemicals stored in the building while ensuring an uninterrupted supply of products.

Ask them:

- What other facilities are you supporting with environmentally preferable products and procedures?
- Do you carry "certified" products?
- Ask if they are familiar with the United States Green Building Council's LEED Certification program. Then ask them to briefly explain how they can help you obtain certification points.
- Ask them for a copy of an implementation plan.

## 7. IMPLEMENTING A GREEN CLEANING PROGRAM

"It ain't easy going green". By nature, people are resistant to change. Change is perceived as hard, time consuming and threatening.

The green cleaning concept is really an intangible, something you can't see, touch, smell or hear, so your challenge in gaining support and commitment is to make it more tangible. The amount of detail, method of presentation and key points of focus will vary depending on the nature of your organization and your specific audience at the time. The following ideas will assist you and your customer to implement a successful green cleaning program.

**Obtain commitment –**

For a green cleaning program to succeed, commitment from the CEO down is essential. You need the commitment of employees in all areas and at all levels, from managers to cleaners, to building occupants.

Here are three basic steps to gaining commitment:

1. Help management understand what's in it for them.
    a. Define green and green cleaning.
    b. Explain the potential health and performance benefits.
    c. Explain the opportunity for improving occupant satisfaction and reducing complaints.
    d. Substantiate potential cost savings.
    e. Discuss the marketing benefits where applicable.
    f. Highlight possible risk reductions.
2. Let the personnel see what's involved; explain the process.
    a. Audits of housekeeping procedures, chemicals, equipment, paper, matting, supplies and other materials.
    b. Discuss the basic plan development, which can identify the easy and inexpensive steps, the difficult and costly and a timeline to implement.
3. **ASK FOR THEIR COMMITMENT!** Even the best sales person won't get the order unless they ask for it. If management isn't ready to commit at this time, ask if there would be a time to revisit the program. At the same time suggest you conduct a facility audit so you will have that part of the process already completed when the time is right.

Keep reminding management that the process is dynamic. As you conduct the pilot program you will keep them informed of results and needed changes. And most importantly, continually re-confirm the management and personnel commitment.

**Develop an implementation or "green" team –**
**General thoughts** - assemble a team from operations, purchasing, supply management, human resources, vendors, training and occupational safety to develop, implement and assess the green program. Someone from top management will also need to be included on your "green team" in order to demonstrate support and add the "muscle" if needed.

Others you may want to include on your "green team" are building occupants, service contractors and vendors. All of the team members may have specific agendas and concerns so be sure to select a team leader with the ability to communicate, manage multiple priorities and processes and fosters a sense of teamwork.

**"Green team" for schools should include** – school district representative, school administrator, teacher, plant operations, custodians, teachers, school nurse, parent-teacher organization representative, school board representative, transportation and students.

**"Green team" for a healthcare facility should include** – administration, nurse, doctor, infection control, purchasing, environmental services, operations, patient advocate group, laundry, food services, transportation and community relations.

The key to selecting your "green team" is finding people with the time and desire to participate in this process.

**Evaluate current cleaning products, equipment, procedures and training –** Pick items that you can realistically measure and take action on. Keep it simple and collect data that is readily available and can be communicated easily. The Betco Green Cleaning survey form will assist with the evaluation.

**Items to consider:**
**Inventory cleaning products** - review purchasing records and conduct a walk through to survey what is actually being used. Also during the walk through, inventory what "other" chemicals are found and determine how they are brought into the facility. During the survey collect any product, vendor or distributor information concerning the cleaning products including MSDS sheets and review labeling information. Identify any products that have been linked to worker injuries or occupant complaints. Determine alternatives that are environmentally preferable.

**Survey all powered cleaning equipment.** Identify all equipment used, where it is used, the current condition of the equipment and review the maintenance re-

cords. Determine alternatives that are environmentally preferable.
**Survey and inspect all other tools and supplies used in the cleaning process:** mops, buckets, wringers, paper, wipers, liners, toilet tissue, etc. Determine alternative tools and supplies that are environmentally preferable.

**Evaluate current training programs.** Review all training and safety literature and materials. Evaluate and look for compliance with the existing procedures. Determine what adjustments will need to be implemented for the green cleaning program. It will be essential to tell cleaners why a procedure is done a certain way or why a certain product is being used. Let them participate in the planning and implementation of the green cleaning program.

**Conduct a general housekeeping walk through.** Evaluate the overall quality of the current cleaning and look for problems as well as opportunities for improvement. If the housekeeping is outsourced, get a copy of the current cleaning specifications and look for compliance.

**Consider doing a survey of cleaning employees and building occupants for overall satisfaction.** This will help you identify specific areas of concern and place proper priorities for the greening program.

**Document and review any recycling program in place.** Look for evidence that the program is being used and producing the intended results.

Do a survey of building occupants to identify any **people with special needs** or sensitivity to cleaning chemicals.

Below is a partial list of **changes in products and procedures** that could be implemented easily and without significant cost impact:

- Switch to a Green Seal certified cleaner.
- Clean hard floors with a back pack vacuum instead of dust mopping.
- Add or upgrade entrance mats.
- Switch to recycled paper products and install roll-type dispensers where practical.
- Switch to microfiber mops and dust cloths.
- Implement effective methods of dilution control.
- Add portable spot cleaners and mop and bucket to facilities where spills 1normally occur.
- Purchase products with high post-consumer recycled content.
- Use floor finishes without heavy metal ingredients.
- Limit use of disinfectants to critical and required areas.

**Establish an effective communication system between building employees and building occupants –**
Successful implementation of a stewardship plan depends on everyone understanding and carrying out their individual parts of the green cleaning plan. Therefore, your central communications goal is to ensure everyone understands their roles and responsibilities. The better they understand the overall plan and how their efforts fit into the success of the plan, the more likely you are to succeed.

The general guideline for most of the communications is to be positive. Introducing a green cleaning program should send the message that you are trying to make the building better and not that the building was bad that needed to be fixed.

A best practice suggestion for successful implementation is developing an overall theme or brand for the green cleaning program. Encourage participation from all segments, management to employees to occupants, in the naming of the new program or in the expansion of a current program. Also it is helpful to **create a mission and/or vision statement** which will give focus and importance to the green cleaning program.

Let everyone know what is going to happen, why it is going to happen, when it is going to happen and encourage feedback for everyone on a continual basis. The following are helpful hints for a successful communication plan.

**Introduction of the green cleaning program** – tell people about how important cleaning is in general. Many of your building's occupants probably think of cleaning as little more than pulling the trash, replacing the paper towels and vacuuming up the stray bits of paper on the carpet. This is your chance to really explain the value of cleaning in general. You can emphasize how green cleaning with enhance their health and the indoor/outdoor environment.

**Stress improvement** – you need to explain how the products, services, procedures and strategies in the plan reduce the impact on the health of the employee, building occupant and visitor and the environment will be positively effected. Everyone wants to know "what's in it for me".

**Setting expectations** – set realistic expectations from the beginning; it won't be perfect but we can make it better. People (employees or occupants) you have identified that suffer from asthma, allergies or other respiratory problems, may think the new program will fix everything. You need to emphasize the green cleaning program will make things better but you can't make them perfect.

**Explaining the changes** – what are you doing differently and why is that better for employees and occupants. Highlighting the benefits derived from new equipment, chemicals, supplies and procedures being implemented will yield a long list o potential communication points.

**On-going communication** – the initial communications explained what, why and how the green cleaning program will be implemented and effect employees and building occupants. After implementation you will want to continue your positive communication process by letting people know when you're planning to conduct major cleaning activities that they are likely to smell, see, hear, notice or otherwise be affected by. The key is to let them know before the project occurs, don't wait for them to complain about it. Examples would be – scrub and recoating, stripping and recoating, carpet spotting, shampooing or extracting, application of pesticides, fertilizers or weed killers, wall washing, ceiling tile cleaning, deep cleaning of restrooms or other major projects.

**Examples of ways to communicate your message are:** newsletters, news releases, bulletin board information, company Intranet information, posters, periodic emails, provide means for communicating questions or comments, anything that will communicate your message. Betco has a number of communication templates for your use included in this module.

**Develop a Pilot Plan –**
The green team should develop a green cleaning pilot plan based on all the information that they collected and then prioritized in order to make sure that everyone is on the same page. The plan typically covers what products and procedures will be changed, including when those changes will happen and who will be responsible and area(s) affected. Analyze the information and look for the best opportunities for improvement. As you analyze the results of the surveys, prioritize the opportunities. You need to look for and document the changes you propose for products, procedures and other pollution-prevention strategies. The key for your pilot plan is to gain buy-in from your green team and upper management and to show results after you implement each stage.

You don't have to do everything at once. By getting the pilot plan in place, achieving real results and communicating progress, you provide the foundation for the more challenging opportunities and continual improvement.

**Priorities for your Pilot Plan:**

- **Most immediate results** – strategies that eliminate the most immediate risks to building employees and building occupants or that demonstrate harm to the environment.

- **Greatest potential gain** – changes in products or procedures that yield the greatest health benefits for employees or building occupants.

- **Easiest to demonstrate and measure** – opportunities for improvement that are measurable and demonstrate progress to employees and building occupants.

- **Most cost-effective** – opportunities that produce little visible change but offer measurable cost savings.

The specific points in your plan will depend on the findings from your survey. Normally your plan will address the following topics. The specific recommendations for each area are outlined in the **Betco Green Cleaning Workbook**.
Identifying vulnerable employees and occupants
Cleaning chemicals
Recycling
Floor care
Carpet care
Janitorial paper products
Equipment
Dusting and spot cleaning surfaces
Entryways
Food areas
Restrooms
Indoor plants
Green cleaning training program

**Train building occupants** – the employees and occupants of your building need training to understand their roles in a successful green cleaning program. Areas of training should include – spills, eating in the workplace, bringing cleaning products from home, locked offices and of course recycling programs.

**Monitor results and celebrate success –**
Pre-pilot surveys allow you to develop a baseline for staff and occupant response

to cleaning methods and products before starting the pilot. It is now time to make an assessment concerning the pilot program. Use this input to validate your goal accomplishments and re-enforce the benefits of the program. It is important to gain some detailed information about how the green cleaning program has been received and whether it has succeeded at the level of performance. This feedback will provide support for expansion of the pilot to full scale implementation or let you know that there are aspects that need to be worked out before expansion is possible.

- Survey janitorial workers, building occupants or others who may be involved with the pilot to see if they have any issues or concerns about using the new products, tools or procedures.

- Use the results of your surveys to identify those items that are highly successful and to flag those which did not work as well and need to either be readdressed or dropped in future efforts.

- Make sure to solicit feedback from those who expressed reservations about the pilot to ensure that they feel heard and respected.

- Communicate the progress of the green program and what the next steps are and who will be affected. Use the same process as before to select the next area(s) for implementation. If it worked before, it will work again.

Make a plan how you will **celebrate the success** of the program and how you will communicate it to the staff, building occupants and the community. Take advantage of opportunities for positive press and staff recognition to set the stage for further implementation. Continue to use previous successful communication tools.

Also develop an **awards program** for employees and occupants who contribute to continuous improvement for offering successful ideas on green procedures or environmentally preferable products.

## 8. GREEN CLEANING FREQUENTLY ASKED QUESTIONS

Q. What does green cleaning mean?

A. Green Cleaning in its most simplified form is defined as cleaning to protect health while minimizing the effect on the environment.

Q. How can I be sure I am not being duped into buying products that make untrue claims about chemical safeness?

A. Take a good look at the claims the product is making. If it looks like smoke and mirrors, it probably is. Additionally third party certification (i.e. Green Seal) insures an independent unbiased party has reviewed and certified the product.

Q. How can a maintenance manager convince upper building management to go green? What's the best way to demonstrate environmental needs?

A. Green program equals healthier employees, more satisfied tenants. A green commitment means a closer look at your overall cleaning program which will result in lower costs, greater productivity and less employee turnover. For example, compare the cost of a scrub and recoat procedure versus an entire strip out.

Q. What can being LEED certified do for my facility?

A. Excellent exposure for your facility, a commitment to your tenants. Generally LEED buildings can offer a higher rate per square foot than their conventional counterparts.

Q. How can I get started with a green cleaning program?

A. Start small, identify major impact areas and suggest to upper management a pilot test program with one building or one floor or one hallway...

Q. Where can I go to obtain information concerning green cleaning?

A. Several websites have excellent detailed information. To name a few: www.greenseal.org, www.usgbc.org, www.newdream.org,

Q. How can I find a distributor that will help me implement a green cleaning program?

A. Go to www.betco.com and search for a Betco Gold Distributor in your area.

Q. How much more will a green cleaning program cost me?

A. Overall you will save money, when you institute an entire green program, by looking at ways to be more productive and truly analyzing your entire cleaning operation.

Q. How do I know that green cleaning products will do as well as my current products?

A. Like anything else, try the products for yourself. The technology has advanced to the point where we can get similar results with green products than by using conventional cleaners.

## 9. TAKING A SURVEY

The survey should look at all areas of the building to identify existing problems that require immediate remediation. It should also identify areas that may require higher cleaning frequencies or special procedures to prevent potential problems from occurring as well as areas where the cleaning operation can be improved. Be alert to areas of excessive moisture throughout the building, which can support the growth of mold and mildew. Look for condensation on walls, musty odors, damp carpet and water damaged ceiling tiles.

You may find it helpful to have a facility floor plan and a digital camera during your survey.

Always have appropriate personnel conduct and verify the survey results.

The results of the survey will assist in establishing priorities and goals for the Green Cleaning program.

The attached form will assist you in conducting your initial green program survey and periodic monitoring surveys after implementation.

DATE

FACILITY

INSPECTION PERSONNEL

## GREEN BUILDING SURVEY

| Green Cleaning Policy | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Purchase of sustainable cleaning, hard floor and carpet care – Green Seal, Ecologo, EPA DfE (Y/N) | |
| Purchase of sustainable cleaning equipment (Y/N) | |
| Hand hygiene program including washing and sanitizing (Y/N) | |
| Requirements for staffing and training of maintenance personnel (Y/N) | |
| Documented, implemented, monitored cleaning procedures (Y/N) | |
| Method of collecting customer/occupant feedback (Y/N) | |
| System to rate custodial effectiveness, sidewalk, roads, parking lots dirt present, type of soil (Y/N) | |

| Current Chemicals – Manufacturer/Distributor | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Floor Care | |
| GS40 products (Y/N) | |
| Ecologo (Y/N) | |
| **Carpet Care** | |
| GS37 products (Y/N) | |
| Ecologo (Y/N) | |
| **Disinfectants** | |
| Ecologo (Y/N) | |

**General Cleaners**

GS37 products (Y/N)

Ecologo (Y/N)

EPA DFE (Y/N)

**Odor Control**

Low VOC products (Y/N)

**Skin Care**

GS41 products (Y/N)

Foam soaps (Y/N)

Antibacterial soaps (Y/N)

Lockable dispensers (Y/N)

Bulk fill dispensers (Y/N)

Cartridge fill dispensers (Y/N)

Hand washing program in place (Y/N)

**Chemical Management System** (Y/N)

**Specialty Chemicals**

| Current Supplies & Equipment – Manufacturer/Distributor | Comments/Recommendations |
|---|---|

**Conditions**

CRI Certified vacuums (Y/N)

CRI Certified extractors (Y/N)

Powered floor equipment – passive/active vacuum systems < 70 db (Y/N)

Scrubbers – adjustable solution control (Y/N)

Propane equipment – high efficiency, low-emission engines with catalytic converters meeting CARB or EOA guides; < 90 db (Y/N)

Gel batteries (Y/N)

Maintenance logs being utilized (Y/N)

**Current Towel Manufacturer/Distributor**

Made with recycled materials (Y/N)
Made with rapidly renewable resources or tree free fibers (Y/N)

No de-inking using chlorine solvents (Y/N)

No bleaching with chlorine (Y/N)

Using jumbo roll dispensers (Y/N)

**Current Tissue Manufacturer/Distributor**

Made with recycled materials (Y/N)

No de-inking using chlorine solvents (Y/N)

No bleaching with chlorine (Y/N)

Using jumbo roll dispenses (Y/N)

**Current Liner Manufacturer/Distributor**

Using high density liners (Y/N)

Using low density liners (Y/N)

Right sized for containers (Y/N)

Double bagging (Y/N)

EPA compliant, 10% post-consumer content (Y/N)

**Micro Fiber wiping, dusting and mopping products** (Y/N)

| Restrooms | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt, moisture present in restroom (Y/N) | |
| Leaks or standing water present (Y/N) | |
| Noticeable odors present (Y/N) | |
| Soap dispensers, showers, towel dispensers, exhaust fans, vents, sinks, drains, toilets and urinals are working properly (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it sealed? (Y/N) Type of coating. | |
| Touch free urinals, toilets, dispensers (Y/N) | |
| Non-para urinal blocks (Y/N) | |
| Use foam hand soap (Y/N) | |

| Cleaning Closets | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Adequate number of cleaning closets presents (Y/N) | |
| Closet is organized, chemicals and equipment are properly labeled (Y/N) | |
| Hazardous items are stored safely (Y/N) | |
| Floor drains are operating properly (Y/N) | |
| Noticeable odors present (Y/N) | |

Excess moisture or standing water present (Y/N)

Chemical dispensing equipment present and operating properly (Y/N)

| Recycling Program | Comments/Recommendations |
|---|---|
| Written program (Y/N) | |
| Items recycled – paper, cardboard, plastic, glass, metals, mercury containing light bulbs, batteries Containers in place (Y/N) | |
| Occupants have been trained (Y/N) | |
| Containers emptied according to plan (Y/N) | |

| Storage Areas | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Hazardous materials such as highly flammable, corrosive, reactive, toxic or infectious items present (Y/N) | |
| Excessive dirt or moisture present (Y/N) | |
| Doors sealed properly to prevent exhaust from entering building (Y/N) | |
| Noticeable odors present (Y/N) | |
| Insects or rodents present (Y/N) | |

| Stairs and Elevators | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt or moisture present (Y/N) | |
| Materials stored in stairwell (Y/N) | |
| Safety concerns (malfunctioning elevators, damaged hand rails, loose or broken stairs). | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| [illegible] | Comments/Recommendations |
|---|---|
| Written policy for Integrated Pest Management (Y/N) | |

| Building Exterior | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Sidewalk, roads, parking lots – dirt present, type of soil. | |
| Building exterior damage present if so where? | |
| Condition of drainage around building | |
| Drains operating properly (Y/N) | |
| Condition of dumpsters, insects and rodents present (Y/N) | |
| Presence of standing water in parking lot (Y/N) | |

| Building Entrances & Exits | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Evaluate matting systems – scraper mats, foyer mats and inside carpet mats. | |
| Matting maintenance program present (Y/N), frequency of maintenance. | |
| Waste receptacles cleaned and emptied (Y/N) | |
| Glass doors and window coverings are clean and in proper working condition (Y/N) | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Public telephones, vending machines and light switches are clean (Y/N) | |
| Waste receptacles cleaned and emptied (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |
| Noticeable odors present (Y/N) | |

| Basements and Crawl Spaces | Comments/Recommendations |
|---|---|
| Conditions | |
| Dirt, insects, other pests, or moisture present (Y/N) | |
| Hazardous materials present (Y/N) | |
| Drains operating properly (Y/N) | |
| Vents and filters free of moisture and excess dirt (Y/N) | |
| Cracks in flooring, foundation or walls (Y/N) | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| Mechanical Rooms and Systems | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt and moisture present (Y/N) | |
| HVAC Filters need to be replaced (Y/N) | |
| Insects or rodents present (Y/N) | |
| Hazardous materials present (Y/N) | |
| Noticeable odors present (Y/N) | |
| Vents and exhaust fans clean and operating properly (Y/N) | |

| Restrooms | Comments/Recommendations |
|---|---|

**Conditions**

Excessive dirt or moisture present (Y/N)

Hazardous materials such as highly flammable, corrosive, reactive, toxic or infectious items present (Y/N)

Doors sealed properly to prevent exhaust from entering building (Y/N)

Insects or rodents present (Y/N)

Noticeable odors present (Y/N)

What is the condition of flooring? Type of flooring is present? Is it coated? (Y/N) Type of coating.

| Office and Work Areas | Comments/Recommendations |
|---|---|

**Conditions**

Excessive dirt, clutter or storage of food present (Y/N)

What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating.

Closets contain excess dirt or moisture (Y/N)

Water damage present in ceiling tiles (Y/N)

Telephones, door knobs and light switches clean and operating properly (Y/N)

Noticeable odors present (Y/N)

Trash receptacles cleaned and emptied (Y/N)



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| Food Areas | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Excessive dirt, moisture or open food containers present on counters, tables, floors, cabinets, refrigerators and area under sinks (Y/N) | |
| Presence of insects and rodents (Y/N) | |
| Floor drains operating properly (Y/N) | |
| Trash receptacles are covered and emptied daily (Y/N) | |
| Noticeable odors present (Y/N) | |
| What is the condition of flooring? What type of flooring is present? Is it coated? (Y/N) Type of coating. | |

| Roof Areas | Comments/Recommendations |
|---|---|
| **Conditions** | |
| Exhaust fans and vents clean and operating properly (Y/N) | |
| Storage of materials present (Y/N) | |
| Leaks or standing water present (Y/N) | |
| Screens or barriers are in place to prevent pest entry into the building (Y/N) | |

## 10. RESOURCES FOR INFORMATION FOR THIS WORKBOOK

- Green Seal – www.greenseal.org
- United States Green Building Council (USGBC) – www.usgbc.org
- Canada's Environmental Choice Program – www.environmentalchoice.com
- Environmental Protection Agency (EPA) www.epa.gov/oppt/epp/pubs/cleanfct.pdf
- EPA Design for the Environment (DfE) – www.epa.gov/dfe/
- EPA Comprehensive Procurement Guideline (CPG) – www.epa.gov/cpg/
- EPA's Environmentally Preferable Purchasing – www.epa.gov/epp/
- Healthy Schools Campaign – www.greencleanschools.org
- Collaborative for High Performance Schools (CHPS) – www.chps.net
- Green Guide for Health Care (GGHC) – www.gghc.org
- Hospitals for Healthy Environment – www.h2e-online.org
- ISSA – www.issa.com
- Green Cleaning for Dummies – available from ISSA
- Green Guard – www.greenguard.org
- BSCAI – www.bscia.org
- Stephen Ashkin – SteveAshkin@AshkinGroup.com
- Green Cleaning University – greencleaninguniversity.org
- The Pennsylvania Green Building Operations and Maintenance Manual
- Guide To Green Cleaning from BSCAI

## 11. GREEN CLEANING CERTIFICATION EXAM

1. Green Cleaning is cleaning to lessen the impact on the employee, building occupants, visitors and on the indoor and outside environment?
   TRUE FALSE

2. A benefit of Green Cleaning is reduced absenteeism?
   TRUE FALSE

3. The Green Seal organization certifies products as being environmentally preferable.
   TRUE FALSE

4. Green finish strippers will take off regular floor finish also?
   TRUE FALSE

5. LEED-EB certification is only for extra big buildings?
   TRUE FALSE

6. Having an entryway matting system with a plan for its maintenance will earn a LEED-EB certification point?
   TRUE FALSE

7. Recycling aluminum can, paper, plastic and glass will earn LEED-EB certification points?
   TRUE FALSE

8. Using micro fiber mops is a Green Cleaning best practice?
   TRUE FALSE

9. Using GS37 certified products is a Green Cleaning best practice?
   TRUE FALSE

10. Identifying building occupants that have special needs or sensitivities to certain chemicals is a Green Cleaning best practice?
    TRUE FALSE

11. Eating more green beans is a Green Cleaning best practice?
TRUE FALSE

12. Always wear the manufacturer's recommended personal protective equipment (PPE) when performing normal duties?
TRUE FALSE

13. Don't worry about reading product label directions?
TRUE FALSE

14. Always use the product with the highest pH value when cleaning?
TRUE FALSE

15. When selecting paper products, select ones with maximum recycled content?
TRUE FALSE

16. Micro fiber mops are only used in tiny little spaces?
TRUE FALSE

17. When selecting vacuum cleaners, select one with a db noise level less than 70?
TRUE FALSE

18. When selecting an auto scrubber, insure the machine has a solution metering device to minimize the amount of liquid applied?
TRUE FALSE

19. When choosing a supplier for Green Cleaning products, select the one that takes you to lunch?
TRUE FALSE

20. When you start a Green Cleaning program, create a team consisting of personnel from many departments?

## 12. GLOSSARY

**Acrylic** – type of polymer found in floor finishes.

**Acute effect** – an adverse effect that develops rapidly from a short term high level exposure to a material.

**Alkalinity** – useful in removing acidic, fatty and oily soils.

**Allergic reaction** – an abnormal physiological reaction to chemical or other stimulus.

**All purpose cleaner** – a detergent suitable for general cleaning duties.

**Antimicrobial** – an agent which inhibits or destroys bacteria, fungi, protozoa or viruses that are pathogenic.

**Asphyxiant** – a vapor or gas which can cause unconsciousness or death by suffocation.

**Bacteria** – single cell microorganisms not containing chlorophyll.

**Butyl cellusolve (butyl)** – a water soluble solvent frequently used in degreasing products.

**Carcinogen** – cancer causing agent.

**Concentrated chemicals** – the undiluted form of a dilutable cleaning product.

**Chronic toxicity** – adverse affects caused by continuous or repeated exposure to a harmful organism over a period of time equal to ½ of the organism's lifetime.

**Corrosion** – process of gradual eating away by chemical action.

**Cross-contamination (cross-infection)** – the process of transferring bacteria from one person or an object to another person.

**Design For The Environment (DFE)** – EPA's voluntary partnership program which works with industry sectors to improve the performance, health and safety attributes of products.

**Detergent** – synthetic cleaning agent which is useful in physical removal of soils.

**Disinfectant** – an agent that destroys harmful bacteria and/or viruses on inanimate surfaces. Products making disinfectant claims must be registered with the EPA.

**Ecolabeling** – A labeling system which helps end users identify green products. The ecolabel ensures the product was evaluated by an independent non-biased third party for performance and environmental attributes.

**EcoLogo Program (Canada)** – Canada's Ecolabeling program that identifies products and services that are less harmful to users, occupants and the environment.

**Ecosystems** - An ecological community together with its environment, functioning as a unit.

**Environmental impact** – the possible adverse effect of the release of a material into the environment as listed in MSDS information.

**Environmentally preferable product** – A product that has a reduced impact on the health and safety of workers, and the environment compared to traditional products.

**Environmental Protection Agency (EPA)** – has responsibility to regulate the environmental issues. A governmental branch responsible for safeguarding our nation's land, water, and air resources.

**EPA** – Environmental Protection Agency. Governmental branch responsible for safeguarding our nation's land, water, and air resources.

**Federal Insecticide Fungicide and Rodenticide Act (FIFRA)** - products that make claims such as sterilizers, disinfectants, or sanitizers must be registered under this act.

**FIFRA** – Federal Insecticide Fungicide and Rodenticide Act. Products that make claims such as sterilizers, disinfectants, or sanitizers must be registered under this act.

**Flammability** – the capacity of a material to ignite easily and burn rapidly.

**Flash point** – the lowest temperature at which the vapor from a product will ignite.

**Fungi (fungus)** – vegetable organisms that lack chlorophyll and are filamentous. Fungus includes mold, mildew, yeast and mushrooms.

**Fungicide** – a chemical agent that destroys fungi.

**GS-37** – Green Seal standard for Bathroom Cleaners, General Purpose Cleaners, Glass Cleaners and carpet cleaners.

**GS-42** – Green Seal standard for cleaning service providers, including in-house and building contractors, to create a Green Cleaning program that protects human health and the environment.

**GS-41** – Green Seal standard for hand cleaners, industrial and institutional, for non anti-bacterial products. This standard does not include products used in households, food preparation operations or medical facilities.

**GS-40** – Green Seal standard for floor finishes and floor strippers.

**Germicide** – any substance that kills germs. Another name for a disinfectant.

**Gram positive and gram negative** – classification of bacteria by their reaction to staining. A dye is applied to bacteria and those that remain permanently stained are gram positive. If the stain is easily removed they are gram negative. Staph and Strep are examples of gram positive bacteria. Pseudomonas and salmonella are examples of gram negative bacteria.

**Green Cleaning** – cleaning to safeguard human health while minimizing the impact on the environment.

**Green Seal** – Non-profit agency that works with manufacturers, industry sectors, purchasing groups and government branches to "green" the production and purchasing chain. Their mission is to achieve a more sustainable world by promoting environmentally responsible production, purchasing and products.

**Hazardous material** – any substance having the properties capable of producing adverse effects on the health or safety of people.

**HEPA filters** – "High Efficiency Particulate Arrestance" the filter must retain and filter out all particles from the air that passes through it down to 0.3 microns in size at an efficiency rating of 99.97%.

**Infection** – a condition in which microorganisms have entered the body and produced an adverse reaction.

**Ingestion** – taking a substance into the body by mouth.

**Inhalation** – taking a substance into the body by breathing.

**Inorganic** – a substance not made of the combination of carbon and hydrogen.

**Irritant** – something that causes an inflammation reaction in the eyes, skin or respiratory system.

**LEED** – Leadership in Energy and Environmental Design. Rating system defines green buildings using a common set of standards created by United States Green Building Council.

**LEED – EB** – USGBC standard for existing buildings

**LEED – NC** – USBGC standard for new construction

**LEED – CI** – USGBC standard for commercial and interior projects

LEED – CS – USGBC standard for core and shell projects

**LEED – H** – USGBC standard for homes and the home building industry

**LEED – ND** – USGBC standard for neighborhood development

**Lethal concentration (LC)** – the concentration required to cause death in a given species of animal or plant.

**Microfiber** – material which provides dramatically more surface area to lift and trap dirt more effectively than traditional cotton fibers,

**Microorganisms** – plants or animals visible only with the aid of a microscope.

**Mildew** – a growth, usually white, produced by fungus.

**Mold** – a woolly growth, produced by fungus.

**Molecule** – the smallest unit into which a substance can be divided that retains all of the chemical identity of that substance.

**Neutral** – a chemical state that is neither acidic or alkalie (base); 7 on the pH scale.

**Occupational Safety and Health Agency (OSHA)** – establishes and enforces laws relating to worker safety.

**Pathogen** – any disease producing organism.

**Pathogenic** – disease producing.

**Personal protective equipment (PPE)** – equipment worn to prevent workers from harmful exposures or conditions.

**Pesticide** – an agent which prevents, repels, destroys or mitigates pests types include insecticides, disinfectants and sanitizers, rodenticides and herbicides.

**pH** – a simple chemical scale which expresses the degree of acidity or alkalinity of a solution. The scale runs from 0 to 14. 7 is the neutral point. Numbers below 7 indicate acidity. Numbers above 7 indicate alkalinity.

**Pilot project** – a test project to assist in implementing a green cleaning program.

**Pollutants** – waste material that contaminates air, soil, or water.

**Post consumer fiber** – paper, paperboard and fibrous wastes.

**Ready to use chemicals (RTU)** – cleaners that are not diluted before use.

**Recovered fiber** – post consumer content as well as manufacturing wastes from the paper-making process and re-pulped paper and paperboard from obsolete inventories.

**Recycled materials** – materials that are reused to make other products.

**Recycled content** – the portion of a container that has been made from reused materials.

**Renewable resources** – any natural resource that can replenish itself naturally over time, as wood or solar energy.

**Sanitizer** – an agent that reduces the number of bacteria to a safe level but does not completely eliminate them, as judged by public health requirements.

**Solvents** – substances used to solubilize other materials.

**Source reduction** – refers to any change in the design, manufacture, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they become municipal solid waste.

**Surfactant** – surface-active-agent which increases the emulsifying, foaming, dispersing, spreading and wetting properties of a product.

**Sustainability** – products and procedures that will maintain human health, the environment and facilities for future generations.

**Toxic** – substance causing adverse effects in the body like a poison.

**United States Green Building Council (USGBC)** – non-profit agency that addresses the significant impacts of building design and operation on human health and the natural environment.

**Use dilution** – the final concentration at which a product is used.

**USGBC** – United States Green Building Council – non-profit agency that addresses the significant impacts of building design and operation on human health and the natural environment.

**Virucide** – a chemical agent that kills viruses.

**Volatile** – that part of a product that evaporates during drying.

**Volatile Organic Compound (VOC)** – measure of ingredients that release into the air that can lead to poor indoor air quality.

For More Information, Contact:

888-GO BETCO
www.betco.com

BETCO.

The Cleaning Edge™

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1001 Brown Avenue
Toledo, Ohio 43607-0127
888-462-3826
email@betco.com

Item #91176-92

#3AB

BETCO® INNOVATIVE CLEANING TECHNOLOGIES

Betco Corporation
1001 Brown Avenue
P.O. Box 3127
Toledo, Ohio 43607-0127
419-241-2156
800-333-2156

Customer Service:
888-GO BETCO
(888-462-3826)
Fax: 800-445-5056
email@betco.com
www.betco.com

(USE YOUR COMPANY LETTERHEAD) **(NEWS RELEASE TEMPLATE)**

DATE

Subject: XYZ Facility Goes Green,

XYZ Facility is excited to announce that green cleaning is being instituted in all of its buildings. We have chosen Betco's Green Earth Cleaning program. Betco's Green Earth Cleaning program is a comprehensive process that includes cleaning chemicals, procedures and cleaning equipment. Betco's Green Earth Cleaning Program is designed to have a reduced environmental impact while maintaining superior performance. Our program is predicated on cleaning for health and the environment.

Green cleaning creates a better work environment. Studies have shown greater productivity, reduced absenteeism and greater employee retention. Green buildings have better indoor air quality, lower costs by moving to energy efficient products, and longer lasting buildings and a better public image for your facility.

The building owner of XYZ facility realizes the importance of green cleaning and truly is concerned with the health of its tenants and the health of the environment. We will continue to monitor and improve our program in the months and years ahead. This is just the first step of our continuing to find green our building and our community.

#3AE

BETCO® INNOVATIVE CLEANING TECHNOLOGIES

Betco Corporation
1001 Brown Avenue
P.O. Box 3127
Toledo, Ohio 43607-0127
419-241-2156
800-333-2156

Customer Service:
888-GO BETCO
(888-462-3826)
Fax: 800-445-5056
email@betco.com
www.betco.com

(USE YOUR COMPANY LETTERHEAD)

# (TENANT/EMPLOYEE NOTIFICATION TEMPLATE)

DATE

Company Name
Address
City, State, Zip Code

Dear Sir or Madam,

You are now (working, living) in a building professionally cleaned with Betco's Green Earth cleaning products. The building owner of this facility realizes the importance of green cleaning and truly is concerned with the health of its (employees, tenants).

Betco's Green Earth Cleaning program is a comprehensive process that includes cleaning chemicals, procedures and cleaning equipment. Betco's Green Earth Cleaning Program is designed to have a reduced environmental impact while maintaining superior performance. The program is predicated on cleaning for health and the environment.

Green cleaning creates a better inside environment. Studies have shown greater productivity, reduced absenteeism and greater employee retention. Green buildings have better indoor air quality, lower costs by moving to energy efficient products, longer lasting buildings and a better public image for the facility.

In the following few we will be using a few different cleaners and equipment. Hopefully, you will also notice a cleaner building and a healthier environment. Green cleaning is a journey. This is just the first step of a continuing process to find greener alternatives for building maintenance. Please feel free to offer your suggestions in how we can create a healthier environment for you and your (co-workers, tenants). We will continue to monitor our performance and institute positive changes to the program.

Sincerely,

Signature
Title
Company Name

BETCO
FASTDRAW
COMPLETE
FAST DRAW
FAST DRAW
25
CHEMICAL MANAGEMENT SOLUTIONS

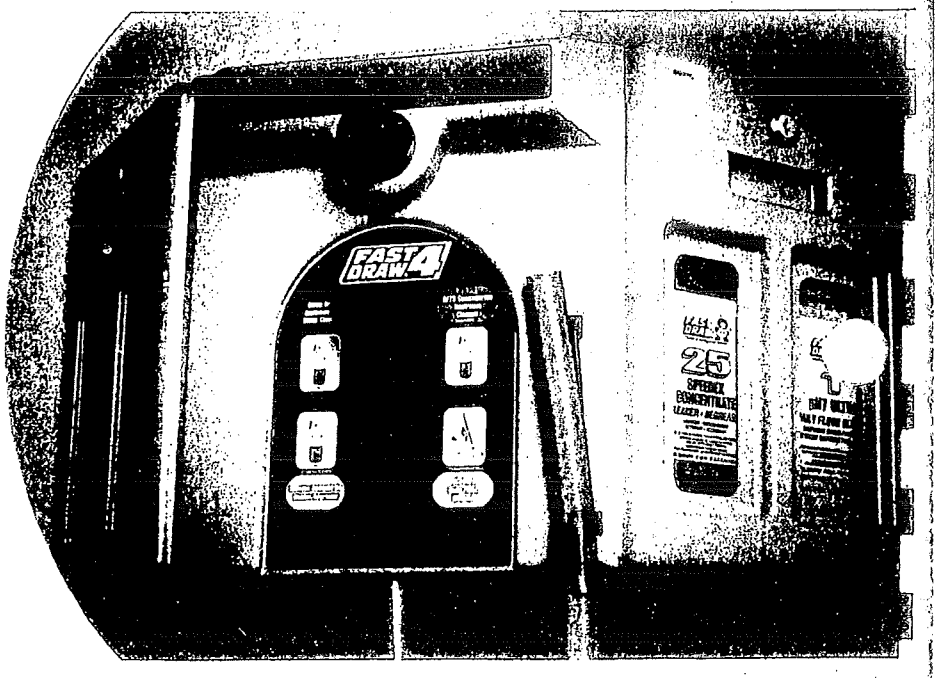
FASTDRAW® COMPLETE

# Chemical Management Solutions

Betco's FASTDRAW® Chemical Dispenser Program [illegible] labor costs, simplify cleaning and provide the right solution for industry professionals.

## FastDraw Guarantee

*We are so confident that the FASTDRAW® Complete program has the right solution for you, we will gladly offer you a free trial of any one of our FASTDRAW® dispensers.*



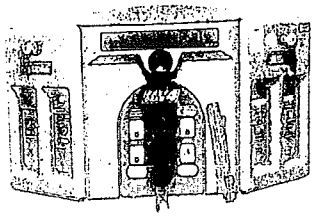

## Dispenser Selections

- Lockable
- Portable
- Foaming Applications
- Spray Bottle Application
- Bucket Fill Application
- [illegible]

Each FASTDRAW® dispenser utilizes the same innovative product package that has been specially designed to insure you receive the correct dilution every time.

# 4 PRODUCT SOLUTIONS

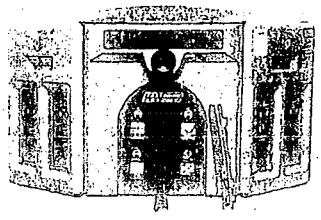
FASTDRAW™ 4 lockable dispenser has innovative features such as the industry's first corner mount design and proportioning technology that prevents any possible cross contamination. Unique design mounts directly [illegible] the mop sink utilizing previously unusable closet space.



**FASTDRAW® 4**
**Four Product Dispenser**

*#91800-00 (3 bottles/1 bucket)*
*#91825-00 (2 bottles/2 bucket)* *#91826-00 (4 bottles)*

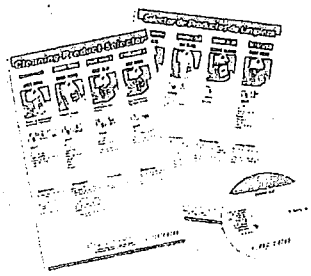
- Dispenses into both spray bottles and mop buckets/automatic scrubbers
- Space saving - mounts on flat wall or in corners
- Locking doors to prevent tampering or theft
- Durable polypropylene construction - suitable for the toughest cleaning environments



## FASTDRAW® PEROXIDE DISPENSER
**Peroxide Multi-Application Dispenser**

*Item #91806-00*

- Utilizes the Green Earth Peroxide Cleaner product which is Green Seal Certified
- Green technology - 4 individual proportioners prevent any possible chemical contamination
- Space saver - corner mount saves usable closet space
- Utilizes Fastdraw containers with sealed insert to

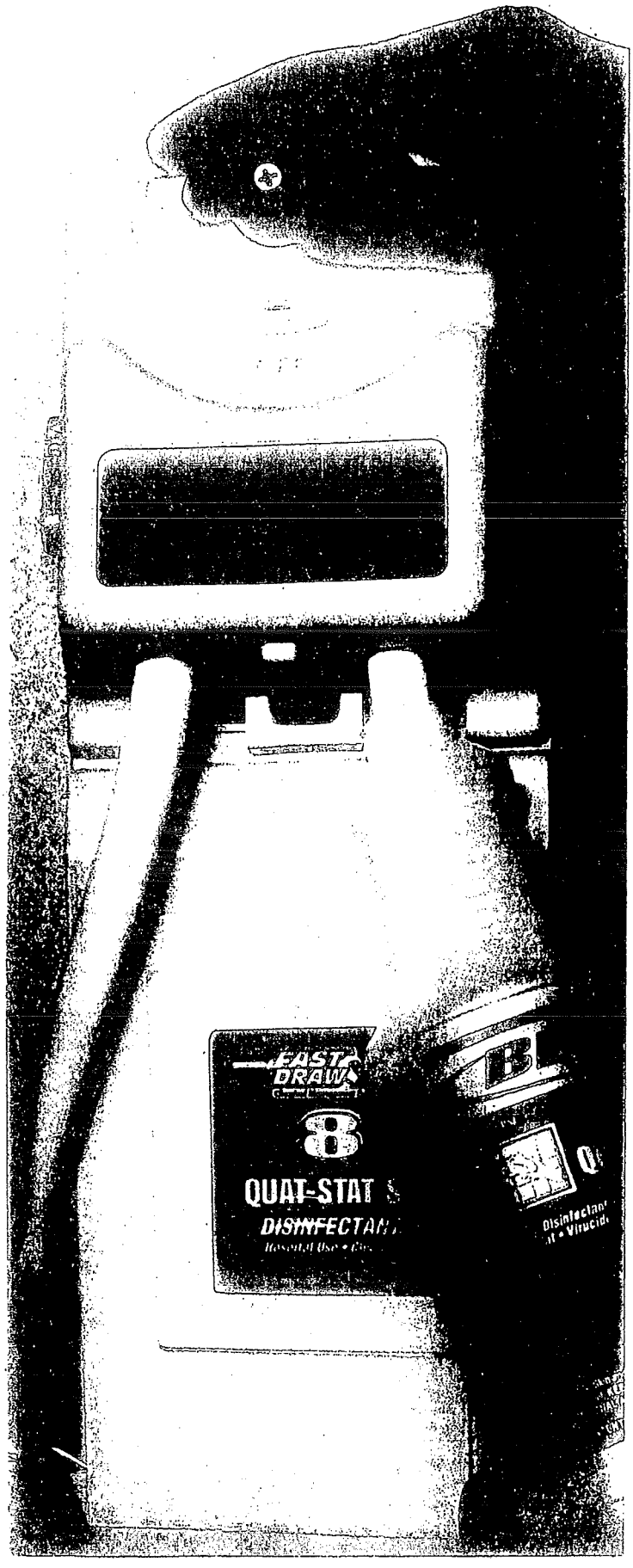


## FASTDRAW® WALL CHART PROGRAM
**Customizable Wall Chart Creator**

*Item #91198-00*

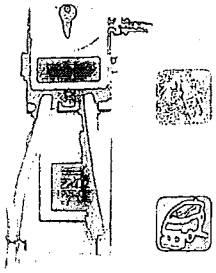
- Simply point and click to create your own unique wall charts
- Available in English, Spanish and French
- Customized logos for your unique facility
- Insures the right product is used for the right application

FASTDRAW®




# ADDITIONAL FASTDRAW® SOLUTIONS

*Wall mount, portable and foaming dispensers for your unique cleaning environment. All dispensers with special features designed to meet the unique needs of the end user.*

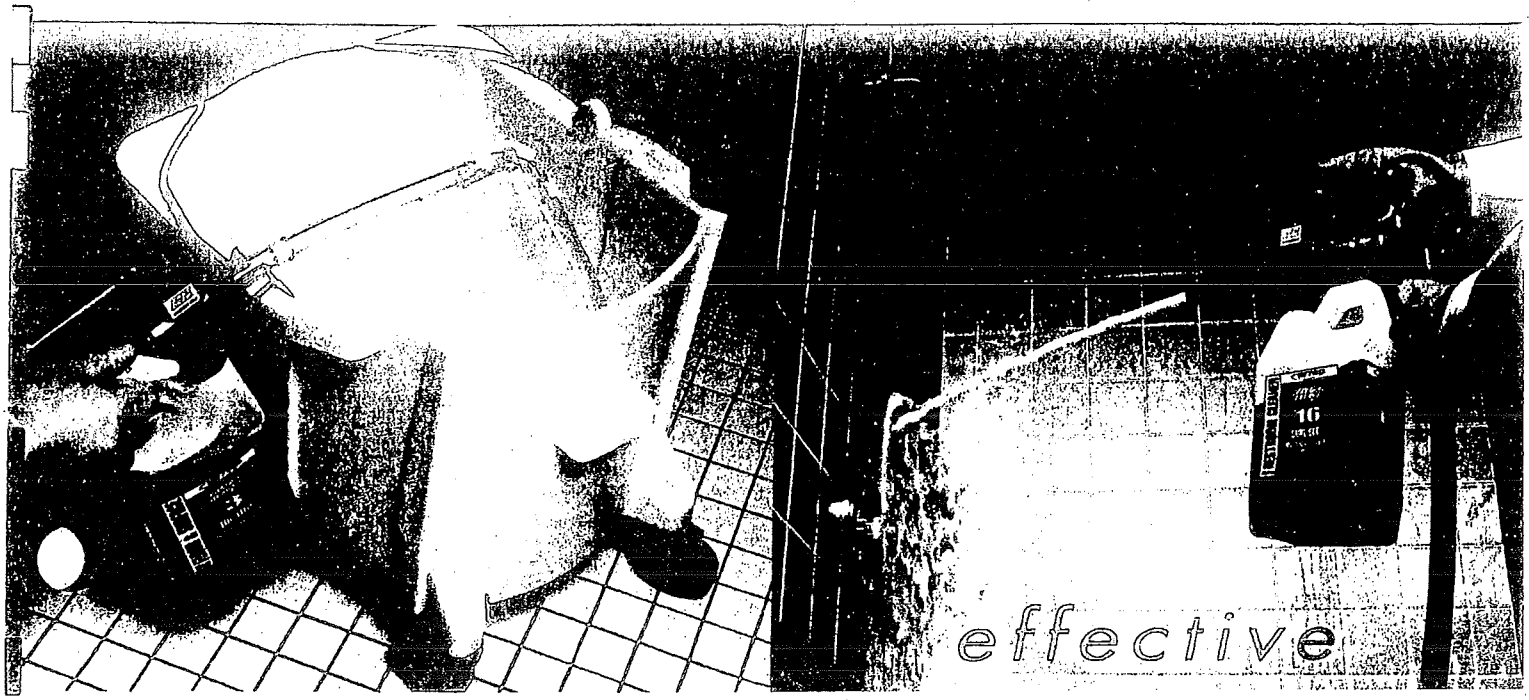


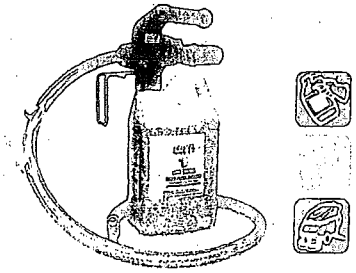
**FASTDRAW® 1**
**Single Product Dispenser**

*Item #91043-00*

- Simple design - bottles slide easily in and out of dispenser
- Small and lightweight - fits in virtually any cleaning environment
- Newly redesigned safety stop prevents accidental discharge
- Easy to install

BETCO

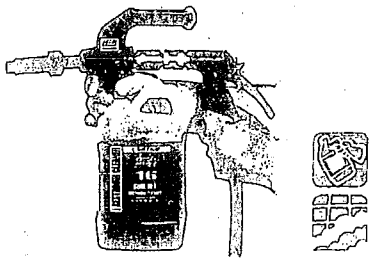


## FASTDRAW® PORTABLE BUCKET FILL
**Portable Dispenser**

*Item #91801-00*

- Dispenses into mop buckets or automatic scrubbers
- Quick connect for instant water connection
- Easily screws onto Fastdraw bottle
- Small and lightweight - conveniently transports on cleaning carts



## FASTDRAW® PORTABLE FOAMER
**Foaming Dispenser**

*Item #91805-00*

- Instantly foam down large shower areas
- Gun locks down for continuous foaming action
- Easily screws onto Fastdraw bottle
- Small and lightweight - conveniently transports on cleaning carts

# FASTDRAW® PRODUCTS

## ALL PURPOSE CLEANERS / FLOOR CLEANERS

**1 — pH7 ULTRA**
- Ultra concentrated neutral cleaner for finished floors.
- Does not dull or damage floor gloss
- Daily Floor Cleaner • #17047-00 • 136 Gallons

**3 — TOP FLITE™**
- Use to clean any water washable surface.
- Removes hard water stains
- All Purpose Cleaner • #15047-00 • 34 Gallons

**24 — DAILY SCRUB SC**
- Heavy duty floor cleaner
- Ideal for frequent burnish programs
- Daily Floor Cleaner • #18047-00 • 136 Gallons

## FLOOR / CARPET MAINTENANCE ITEMS

**14 — BETCO ONE STEP**
- Cleans and restores floors.
- Mop on or use through automatic scrubbers. Burnish to restore floors
- Cleaner/Restorer • #61047-00 • 34 Gallons

**15 — FiberPRO® ES-STEAM™**
- Powerful cleaning and rinses freely.
- Low foaming cleaner can be used in all types of extraction equipment.
- Extraction Cleaner • #40247-00 • 136 Gallons

**17 — BEST SCRUB**
- Ideal for top scrubbing floors
- Non-foaming and residue free
- Top Scrub Cleaner • #67147-00 • 34 Gallons

**22 — EXTREME® ULTRA**
- Completely strips floor finish.
- Requires no rinsing. Has low odor
- Floor Stripper • #19447-00 • 11 Gallons

## GLASS AND SURFACE CLEANERS

**5 — CLEAR IMAGE**
- Use to clean glass, mirrors and windows.
- Does not streak. Evaporates quickly and completely
- Glass Cleaner • #19947-00 • 34 Gallons

**23 — DEEP BLUE**
- Removes tough soils from a variety of surfaces.
- Cleans glass and mirrors without streaking.
- Ammoniated Glass Cleaner • #18147-00 • 34 Gallons

## CLEANERS / DEGREASERS

**9 — VELOCITY®**
- Removes inks and marker stains from desks, chairs and tables
- Non-butyl and neutral, yet it performs like an alkaline cleaner.
- Degreaser • #19747-00 • 11 Gallons

**10 — CITRUS CHISEL**
- Removes oils, greases and fatty soils from floors, walls and equipment
- Contains natural citrus solvents for cleaning and deodorizing.
- Citrus Degreaser • #16747-00 • 34 Gallons

**25 — SPEEDEX CONCENTRATE**
- Aggressive spray and wipe cleaner
- Removes the toughest soil and stains from a variety of surfaces
- Cleaner/Degreaser • #52047-00 • 11 Gallons

## DEODORIZER

**6 — BEST SCENT**
- Eliminates malodors at their source.
- Use for routine odor control and fabric refresher
- Deodorizer • #23147-00 • 34 Gallons

## KEY

| # Fastdraw™ Number & Label Color | PRODUCT NAME • Product Use • Product Category | • Item Number | Gallons of ready-to-use product per 2 liter bottle |
|---|---|---|---|

## RESTROOM / DISINFECTANTS / SANITIZERS

**2 — AF79 CONCENTRATE**
- Acid free formulation. For use throughout the restroom.
- Disinfects as it cleans
- Restroom Cleaner • #33147-00 • 34 Gallons

**4 — pH7Q ULTRA**
- Neutral formulation does not damage, dull or haze finished floors.
- Meets standard for decontamination of bloodborne pathogens.
- Disinfectant • #32547-00 • 136 Gallons

**7 — AF315**
- Pleasant fragrance counteracts the most severe odors.
- Neutral formulation does not damage or dull finished floors
- Disinfectant • #31547-00 • 16 Gallons

**8 — QUAT-STAT™ SC**
- Powerful cleaner and broad spectrum disinfectant.
- Meets standard for decontamination of bloodborne pathogens
- Disinfectant • #34047-00 • 136 Gallons

**16 — SURE BET™**
- High foaming for bathrooms, showers, tubs, tile and sinks
- A blend of organic and inorganic acids for superior cleaning performance
- Restroom Cleaner • #32447-00 • 11 Gallons

**18 — SANIBET™ 256**
- Sanitizes flatware, counters and tables.
- Perfect for food service establishments.
- Sanitizer • #34447-00 • 136 Gallons

NEW! **27 — OXYFECT™ H**
- Industry's first peroxide hospital disinfectant.
- Clean throughout your facility with this breakthrough product.
- Disinfectant • #35747-00 • 11 Gallons

NEW! **30 — OXYFECT™ G**
- Cleaner disinfectant for multiple applications
- Economical concentrate use @ 2 oz /gallon.
- Disinfectant • #38247-00 • 34 Gallons

## GREEN PROGRAM

**11 — GREEN EARTH® PEROXIDE CLEANER**
- Versatile cleaner for use on carpets, glass, floors, tile and grout
- Non-fuming, noncorrosive, will not discolor or stain clothes or surfaces.
- #33647-00 • 34 Gallons

**12 — GREEN EARTH® NATURAL ALL PURPOSE CLEANER**
- Environmentally preferable all purpose cleaner.
- Made from all natural ingredients oranges, coconuts, pine and soy.
- #19847-00 • 34 Gallons

**13 — GREEN EARTH® NATURAL DEGREASER**
- Environmentally preferable degreaser made from natural ingredients.
- Versatile product cleans and degreases leaving no residue.
- #21747-00 • 11 Gallons

**19 — GREEN EARTH® GLASS CLEANER**
- Use on glass and mirrors. Non-streaking, fast evaporating formula.
- No 2-butoxyethanol or ammonia.
- #53547-00 • 34 Gallons

**20 — GREEN EARTH® DAILY FLOOR CLEANER**
- Non-streaking, non-hazing daily use cleaner for finished floors.
- Fragrance free for use in sensitive work areas.
- #53647-00 • 136 Gallons

**21 — GREEN EARTH® DAILY DISINFECTANT CLEANER**
- Neutral formulation makes it safe for finished floors.
- Meets standard for decontamination of bloodborne pathogens.
- #53747-00 • 136 Gallons

*This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential.*

BETCO®

For More Information, Contact:

888-GO BETCO
www.betco.com

The Cleaning Edge™

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1001 Brown Avenue
Toledo, Ohio 43607-0127
888-462-3826
www.betco.com

Item #91810-02

BETCO®

# GREEN SOLUTIONS

# Green Cleaning Leadership Since 1990

*Betco's Green Leadership Position started in 1990 with the introduction of our first Green Earth® Chemical Management System and continues today. All products in the Green Earth® Chemical Program have environmentally preferable attributes improving both our inside and outside environment.*

*Betco's Green Earth® Cleaning Program consists of products, procedures and equipment designed to have a reduced environmental impact while maintaining superior performance. The Green Earth® Cleaning Program is specially designed for a variety of market [illegible] an immediate impact. Our program is predicated on cleaning for health and the environment.*

*Since 1990 Betco has [illegible]*

Hard Floor Application

Carpet Application

Spray Bottle Application

Bucket Fill Application

Autoscrubber Application

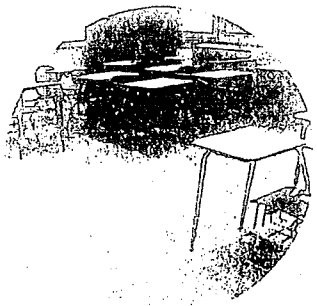
Portable Application

Foaming Application

GREEN EARTH®

# Green

## Betco's Green Earth® Formulations



- No 2- butoxyethanol (butyl), no alkyl phenol ethoxylates (APEs)
- No alkaline builders.
- Diluted concentrates have pH less than 10.0
- Non-carcinogenic ingredients.
- Non-combustible products.
- Low skin, eye and respiratory irritation potential.

## Betco's Green Earth® Environmental Standards

- Use solution does not contribute to smog formation.
- No ozone-depleting substances.
- Primary Packages are recyclable.
- No heavy metals to disturb natural waste stream.

## GREEN AFFILIATIONS

GREEN SEAL CERTIFIED®

healthy schools campaign GREEN TEAM CORPORATE AFFILIATE

ISSA CIMS

ACIRI CLEANING INDUSTRY RESEARCH INSTITUTE

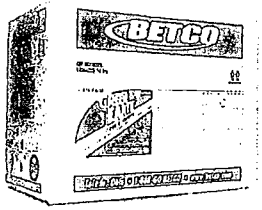
GREEN CLEANING PROGRAM

# GREEN FLOOR CARE PRODUCTS

## Extend the Life of Your Floor!

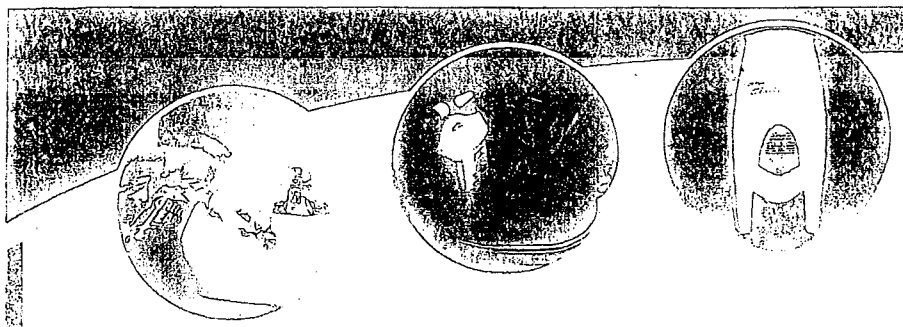
*33647-00 (2L)*
*33604-00 (1 gal.) / 33655-00 (55 gal.)*

*54245-00 (2L) / 54204-00 (1 gal.)*
*54239-00 (5 gal.) / 54255-00 (55 gal.)*



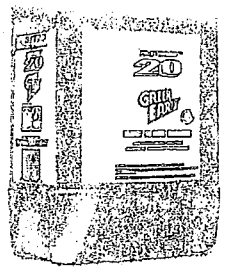

*54104-00 (1 gal.)*
*54139-00 (5 gal.) / 54155-00 (55 gal.)*

| Item # / Product | Benefits / Features | Fragrance / Color | Dilution / Coverage | Size / Case |
|---|---|---|---|---|
| *54245-00 / 54204-00*<br>*54239-00 / 54255-00*<br>GREEN EARTH® Floor Finish | *For use on all types of resilient tile flooring.*<br>• Durable long-lasting finish.<br>• High gloss look and low odor formulation.<br>*"This product meets the Green Seal™ environmental standard for industrial and institutional floor care products based on its reduced human and aquatic toxicity and reduced smog potential".* | Fragrance Free<br>Opaque White | 2000 - 3000 sq. ft./gal. | 2 - 1.25 gal./cs. (QuickCoat® II)<br>4 - 1 gal. (3.78 L)/cs.<br>5 gal. (18.9L)/BIB<br>55 gal. (208L)/Drum |
| *54104-00 / 54139-00 / 54155-00*<br>GREEN EARTH® Floor Stripper | *Suitable for stripping floors in any setting.*<br>• Removes green and conventional finishes.<br>• Low odor, rinse free and low foaming formula.<br>*"This product meets the Green Seal™ environmental standard for industrial and institutional floor care products based on its reduced human and aquatic toxicity and reduced smog potential".* | Fragrance Free<br>Clear | Concentrate 1:4 | 4 - 1 gal. (3.78 L)/cs.<br>5 gal. (18.9L)/BIB<br>55 gal. (208L)/Drum |
| *33647-00 / 33604-00 / 33655-00*<br>GREEN EARTH® Peronide Cleaner | *Cleans carpets with no rewetting.*<br>• Excellent carpet spotter.<br>• Perfect prespray before extraction.<br>• Neutral pH prevents alkaline buildup.<br>*"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners (GS-37) based on its reduced human and aquatic toxicity and reduced smog potential".* | Mild Fragrance<br>Clear | Concentrate 1:20 | 4 - 2L/cs. (EasiDraw™)<br>4 - 1 gal. (3.78 L)/cs.<br>55 gal. (208L)/Drum |



# GREEN CLEANERS AND DEGREASERS

## Versatile Products...Healthy Buildings



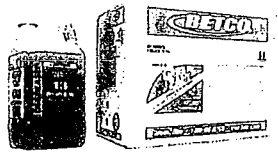
*53647-00 (2L) / 53637-00 (4L)*
*53639-00 (5 gal.) / 53655-00 (55 gal.)*

*53747-00 (2L)*
*53704-00 (1 gal.)*

*19847-00 (2L) / 19837-00 (4L)*
*19804-00 (1 gal.) / 19839-00 (5 gal.)*

*53547-00 (2L) / 53537-00 (4L)*
*53504-00 (1 gal.)*

*33647-00 (2L) / 33604-00 (1 gal.)*
*33655-00 (55 gal.)*

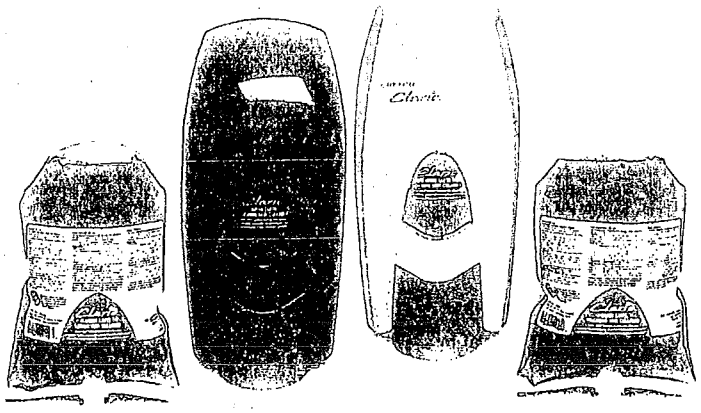


*21747-00 (2L) / 21704-00 (1 gal.)*
*21739-00 (5 gal.) / 21755-00 (55 gal.)*

| Item # / Product | Benefits / Features | Fragrance / Color | Dilution / Coverage | Size / Case |
|---|---|---|---|---|
| *53647-00* / 53637-00*<br>*53639-00* / 53655-00*<br>GREEN EARTH® Daily Floor Cleaner | *Removes soil from highly polished floor surfaces.*<br>• Fragrance free for use in sensitive cleaning areas.<br>• Maintains high gloss. Use with a mop bucket or scrubber.<br>*"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog potential". ** | Fragrance Free<br>Yellow | Concentrate 1:256 | 4 - 2L/cs. (FastDraw®)<br>2 - 4L/cs. (Green Earth®)<br>5 gal. (18.9L)/BIB<br>55 gal. (208L)/Drum |
| *53747-00 / 53704-00* GREEN EARTH®<br>Daily Disinfectant Cleaner | *Neutral product cleans and disinfects in one step.*<br>• Excellent disinfectant for finished and non-finished floors.<br>• Broad spectrum disinfectant claims, virucidal and bactericidal.<br>• Kills antibiotic resistant organisms including MRSA and VRE. | Lemon Fragrance<br>Light Amber | Concentrate 1:256 | 4 - 2L/cs. (FastDraw®)<br>4 - 1 gal. (3.78 L)/cs. |
| *19847-00 / 19837-00 / 19804-00*<br>*19839-00 / 19855-00* GREEN EARTH®<br>Natural All Purpose Cleaner | *Effectively removes soil from practically any surface.*<br>• Formulated with ingredients derived from natural sources.<br>• Streak-free cleaning. | Natural Citrus Fragrance<br>Amber | Concentrate 1:64 | 4 - 2L/cs. (FastDraw®)<br>2 - 4L/cs. (Green Earth®)<br>4 - 1 gal. (3.78 L)/cs.<br>5 gal. (18.9L)/BIB<br>55 gal. (208L)/Drum |
| *53547-00* / 53537-00 / 53504-00*<br>GREEN EARTH® Glass Cleaner | *Streak free performance without butyl or ammonia.*<br>• Glass/mirror. Fragrance free for use in sensitive cleaning areas.<br>*"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog potential". ** | Fragrance Free<br>Blue | Concentrate 1:64 | 4 - 2L/cs. (FastDraw®)<br>2 - 4L/cs. (Green Earth®)<br>4 - 1 gal. (3.78 L)/cs. |
| *33647-00 / 33604-00 / 33655-00*<br>GREEN EARTH® Peroxide Cleaner | *Versatile product can be used throughout the facility.*<br>• Ideal for showers, tubs, and chrome.<br>• Cleans and brightens tile and grout surfaces.<br>*"This product meets the Green Seal™ environmental standard for industrial and institutional cleaners (GS-37) based on its reduced human and aquatic toxicity and reduced smog potential".* | Mint Fragrance<br>Clear | Concentrate 1:20 | 4 - 2L/cs. (FastDraw®)<br>4 - 1 gal. (3.78 L)/cs.<br>55 gal. (208L)/Drum |
| *21747-00 / 21704-00*<br>*21739-00 / 21755-00*<br>GREEN EARTH® Natural Degreaser | *Powerful degreaser removes tough soils and greases.*<br>• Formulated with ingredients derived from natural sources.<br>• Spray and wipe degreasing action.<br>• Use with automatic scrubber for resilient or concrete floor cleaning. | Lemon Fragrance<br>Green | Concentrate 1:20 | 4 - 2L/cs. (FastDraw®)<br>4 - 1 gal. (3.78 L)/cs.<br>5 gal. (18.9L)/BIB<br>55 gal. (208L)/Drum |

# READY-TO-USE AND SKIN CARE

## Powerful Cleaning Formulas in a Convenient Package



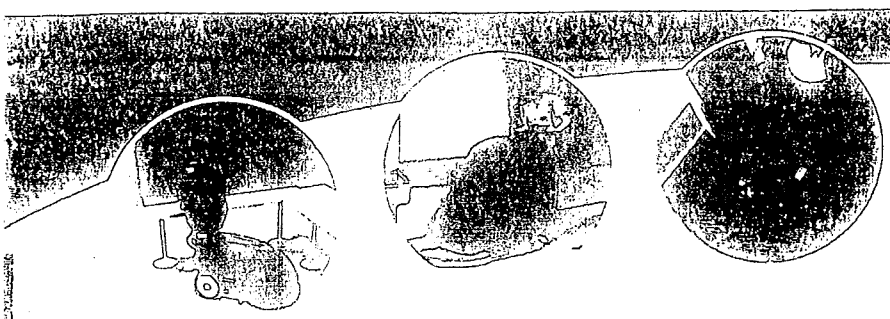
*91820-00 (Black Lotion) / 91822-00 (Black Foam) / 91819-00 (White Lotion) / 91821-00 (White Foam)*
*78029-00 (1000 mL) / 78129-00 (1000 mL)*

*21812-00 (1 quart)*

*32912-00 (1 quart)*

*30912-00 (1 quart)*

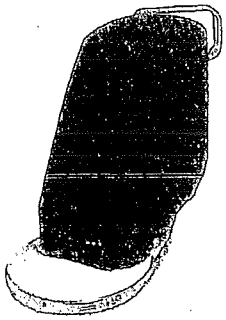
| Item # / Product | Benefits / Features | Fragrance / Color | Dilution / Coverage | Size / Case |
|---|---|---|---|---|
| ***21812-00***<br>**GREEN EARTH® RTU Degreaser** | ***Powerful degreaser removes tough soils and greases.***<br>◦ Formulated with ingredients derived from natural sources.<br>◦ Natural cleaning with soy, oranges, coconut and pine. | Lemon Fragrance<br>Green | Ready-To-Use | 12 - qts. (946 mL)/cs. |
| ***32912-00***<br>**GREEN EARTH® RTU Peroxide Cleaner** | ***Versatile product can be used throughout the facility.***<br>◦ Ideal for showers, tubs, and chrome.<br>◦ Cleans and brightens tile and grout surfaces.<br>◦ Carpet spot remover. | Mint Fragrance<br>Clear | Ready-To-Use | 12 - qts. (946 mL)/cs. |
| ***30912-00***<br>**GREEN EARTH® RTU Restroom Cleaner** | ***Powerful restroom cleaner without harsh acids.***<br>◦ For showers, tubs, and toilets.<br>◦ Removes the toughest soap scum and mineral deposits. | Mint Fragrance<br>Green | Ready-To-Use | 12 - qts. (946 mL)/cs. |
| ***91819-00 / 91821-00 / 91820-00***<br>***91822-00* CLARIO™ Skin Care Dispensers** | ◦ Clario™ dispensers offer the unique ability to utilize both liquids and foam in one dispenser. | White Dispenser<br>Black Dispenser | N/A | 12 dispensers/cs. |
| ***78029-00***<br>**CLARIO™ GREEN EARTH® Lotion Skin Cleanser** | ***Rich, yet gentle formula/certified Green Seal GS-41.***<br>*"This product meets the Green Seal™ environmental standard for institutional hand cleaners based on its reduced human and aquatic toxicity and reduced smog production potential".* | Natural Garden Fragrance<br>Green | Ready-To-Use | 6 - 1000 mL/cs. |
| ***78129-00***<br>**CLARIO™ GREEN EARTH® Foaming Skin Cleanser** | ***Rich, yet gentle formula/certified Green Seal GS-41.***<br>*"This product meets the Green Seal™ environmental standard for institutional hand cleaners based on its reduced human and aquatic toxicity and reduced smog production potential".* | Natural Garden Fragrance<br>Green | Ready-To-Use | 6 - 1000 mL/cs. |



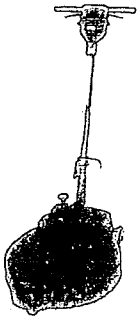
# GREEN EQUIPMENT

## Automatic Scrubbers and Burnishers
## A Higher Level of Clean

E83039-00 GENIE™ APS



E12601-00 XT3 21



E83018-00 CREWMAN™ DC2000

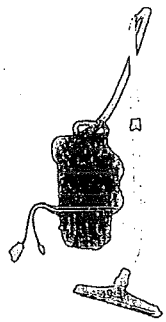
| Item # / Product | Uses / Features | Productivity | Dimensions |
|---|---|---|---|
| **E83039-00**<br>**GENIE™ APS**<br>**All Purpose Automatic Scrubber** | ***Use for daily scrubbing of VCT, resilient, concrete, textured/grooved floors.***<br>• Compact size cleans where other equipment can't; goes anywhere a mop and bucket can go.<br>• Low 65 dB noise level is ideal for use in occupied spaces.<br>• Onboard charger with maintenance free battery. | Up to 10,000 sq.ft/hr. | Length: 35"<br>Width: 17"<br>Height: 17" storage position<br>Height: 44" upright position |
| **E12601-00**<br>**XT3 21**<br>**Battery Burnisher** | ***Use for dry and restorative burnishing.***<br>• Outperforms traditional battery burnishers, safer and more cost effective than propane burnishers.<br>• Low 70 dB noise allows use during normal business hours.<br>• Onboard charger with maintenance free batteries. | Up to 24,000 sq.ft/hr. | Length: 56"<br>Width: 24.5"<br>Height: 40.5 |
| **E83018-00**<br>**CREWMAN™ DC2000**<br>**Dust Control High Speed Burnisher** | ***Use for dry and restorative burnishing.***<br>• Features highly effective dust control captures airborne particulate.<br>• Low 70 dB noise level ideal for occupied spaces.<br>• Easy adjust pad pressure optimizes burnish performance. | Up to 10,000 sq.ft/hr. | Pad size: 20" |

BETCO

# GREEN EQUIPMENT

## Ergonomic and Productive Vacuums and Extractors

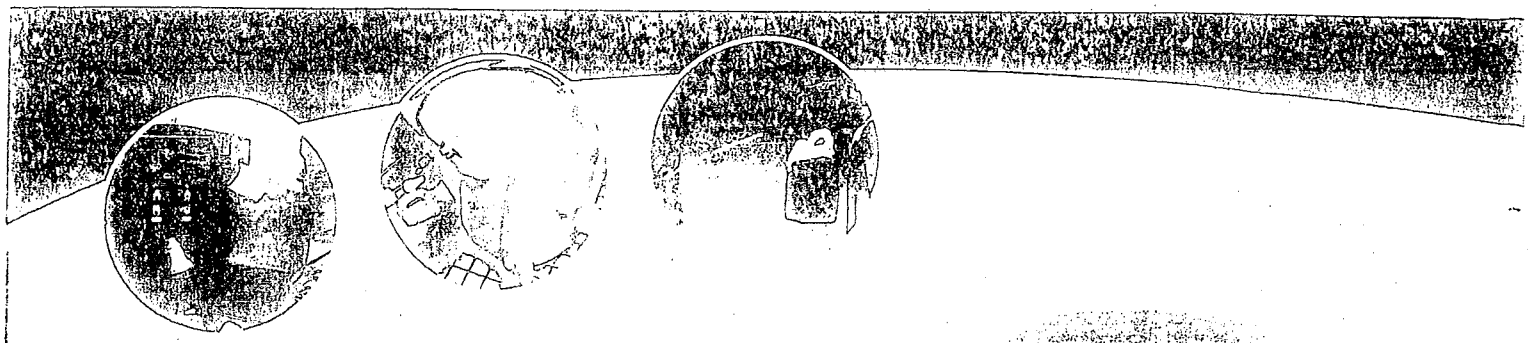
E87304-00 FiberPRO® 8



E85903-00 BAC PAC LITE

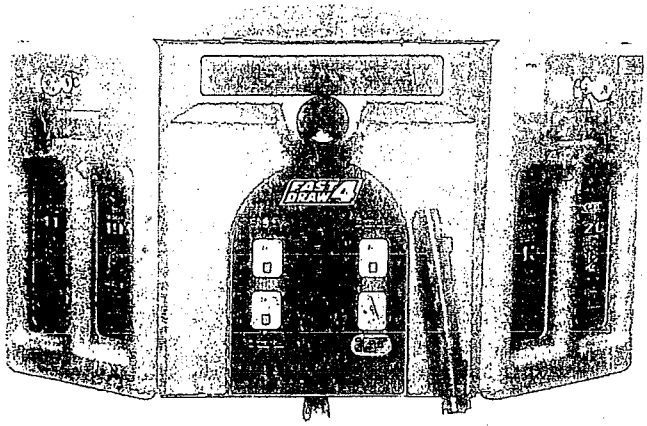
E85806-00 / E85807-00
DM1400T / DM1800T

| Item # / Product | Uses / Features | Productivity | Dimensions |
|---|---|---|---|
| **E85903-00**<br>**BAC PAC LITE**<br>5 Liter Bac Pac Vacuum | ***Residential, commercial carpet, office partitions, blinds, draperies, vent and duct cleaning.***<br>◦ Lightweight ergonomic design helps prevent operator fatigue.<br>◦ HEPA filtration, filters out 99.97% of contaminants @ 3 microns.<br>◦ Less than 70dB sound level, ideal for use in occupied spaces. | Floor: 7,500 sq. ft./hour<br>Stairways: 2,900 sq. ft./hour<br>Partitions: 2,200 sq. ft./hour | Height: 22.5" |
| **E85806-00 / E85807-00**<br>**DM1400T / DM1800T**<br>Dual Motor Upright Vacuum | ***Use for carpet, blinds and upholstery vacuuming.***<br>◦ Powerful dual motor system optimizes cleaning, includes onboard tool kit with telescoping wand.<br>◦ Optional HEPA filter, filters out 99.97% of contaminants @ 3 microns.<br>◦ Less than 70dB sound level, ideal for use in occupied spaces. | 14" - 3,300 sq. ft./hour<br>18" - 4,000 sq. ft./hour | Length: 10" Base<br>Width: 14" / 18"<br>Height: 47.5" handle upright<br>Height: 6 ¼" handle lowered |
| **E87304-00**<br>**FiberPRO® 8**<br>Self Contained Carpet Extractor | *Use for cleaning all types of carpets.*<br>◦ Deep cleans all types of carpets in a single pass improving maximizing productivity.<br>◦ Preferred method of cleaning, uses less chemical and allows carpets to dry in less than 24 hrs.<br>◦ Unique roller support bar evenly balances machine helping reduce operator fatigue. | Up to 2,000 sq.ft./hr. | Length: 41"<br>Width: 17.5"<br>Height: 30" |

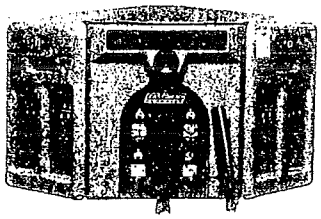


# CHEMICAL MANAGEMENT

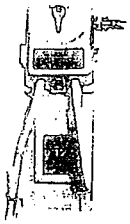
## The Right Solution for Green Cleaning



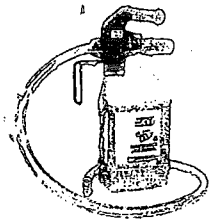
*91800-00 FASTDRAW® 4*



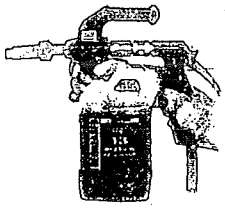
*91806-00 FASTDRAW® PEROXIDE*



*91043-00 FASTDRAW® 1*



*91801-00 FASTDRAW® BUCKET FILL*



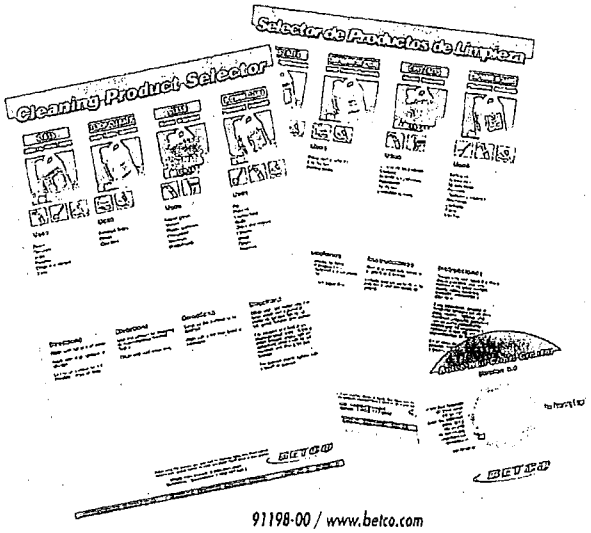
*91805-00 FASTDRAW® FOAMER*

| Item # / Product | Benefits / Features | Gallons of Ready-to-Use Product / 2 L Bottle |
|---|---|---|
| ***91800-00*** **FASTDRAW® 4**<br>**Four Product Dispenser** | *Smallest 4 product lockable dispenser in the industry.*<br>◦ Dispenses into spray bottles, mop buckets, and automatic scrubbers.<br>◦ Space saving design – mounts on either a flat wall or in a corner.<br>◦ Locking doors to prevent tampering or theft.<br>◦ Durable polypropylene construction – suitable for the toughest cleaning environments. | ***33647-00*** **GREEN EARTH® Peroxide Cleaner**<br>34 gallons / 2 L Bottle<br>***19847-00*** **GREEN EARTH® Natural All Purpose Cleaner**<br>34 gallons / 2 L Bottle<br>***21747-00*** **GREEN EARTH® Natural Degreaser**<br>11 gallons / 2 L Bottle<br>***53547-00*** **GREEN EARTH® Glass Cleaner**<br>34 gallons / 2 L Bottle<br>***53647-00*** **GREEN EARTH® Daily Floor Cleaner**<br>136 gallons / 2 L Bottle<br>***53747-00*** **GREEN EARTH® Daily Disinfectant Cleaner**<br>136 gallons / 2 L Bottle<br>*End User Bottles available in:*<br>33632-00, 19832-00, 21732-00, 53532-00, 53732-00 |
| ***91806-00*** **FASTDRAW® PEROXIDE**<br>**Four Product Dispenser** | *Clean your entire facility with one product.*<br>◦ One product convenience for multiple cleaning applications.<br>◦ Eliminate possible contamination with new "green" proportioning system.<br>◦ Space saving design – mounts either on a flat wall or in a corner.<br>◦ Durable polypropylene construction- suitable for the toughest cleaning environments. | |
| ***91043-00*** **FASTDRAW® 1**<br>**Single Product Dispenser** | *Small and convenient dispenser.*<br>◦ Simple design – bottles slide easily in and out of dispenser.<br>◦ Small and lightweight – fits in virtually any setting.<br>◦ Newly redesigned safety stop prevents accidental discharge.<br>◦ Easy to install. | |
| ***91801-00*** **FASTDRAW® PORTABLE BUCKET FILL**<br>**Portable Dispenser** | *No wall space, no problem, easily dispenses into mop buckets or scrubbers.*<br>◦ Dispenses into mop buckets or automatic scrubbers.<br>◦ Quick connect for instant water connection.<br>◦ Easily screws onto FastDraw® bottle.<br>◦ Small and lightweight – conveniently transports on cleaning carts. | |
| ***91805-00*** **FASTDRAW® PORTABLE FOAMER**<br>**Foaming Dispenser** | *The best solution for shower cleaning.*<br>◦ Instantly foam down large shower areas.<br>◦ Gun locks down for continuous foaming action.<br>◦ Easily screws onto FastDraw® bottle.<br>◦ Small and lightweight – conveniently transports on cleaning carts. | |

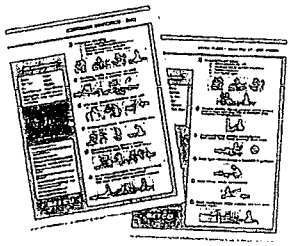
CHEMICAL MANAGEMENT

# GREEN TRAINING

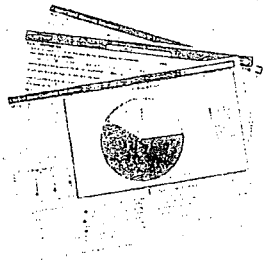
## Tools that Make Green Cleaning Easy



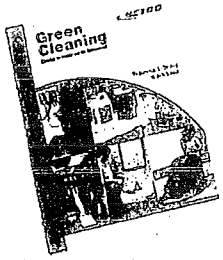

*91198-00 / www.betco.com*
*FASTDRAW® WALL CHART PROGRAM*



*91263-00 / www.betco.com*
*TASK CARD PROGRAM*



*91757-00*
*BETCO® FACILITY MANAGEMENT ESTIMATOR*




*91178-92*
*GREEN CLEANING TRAINING LIBRARY*

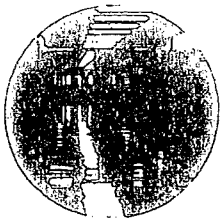
| Item # / Product | Benefits / Features | Size / Package |
|---|---|---|
| *91198-00 / www.betco.com*<br>FASTDRAW® WALL CHART PROGRAM<br>Customizable Wall Chart Creator | ◦ Simply point and click to create your own unique wall charts.<br>◦ The ultimate training tool to insure products are used correctly and safely.<br>◦ Available in English, Spanish and French.<br>◦ Customized logos for your unique facility. | 1 CD/package<br>www.betco.com |
| *91263-00 / www.betco.com*<br>TASK CARD PROGRAM<br>Customizable Task Card Creator | ◦ Simply point and click to create your own unique task cards.<br>◦ Available in English, Spanish and French.<br>◦ Customized logos for your unique facility.<br>◦ Insures the right product is used for the right application. | 1 CD/package<br>www.betco.com |
| *91757-00*<br>BETCO FACILITY MANAGEMENT ESTIMATOR | ◦ Quickly and accurately recommends products and equipment for specific tasks and locations.<br>◦ Help manage your budget.<br>◦ Side by side comparisons.<br>◦ Easily create workload information. | 1 CD/package |
| 91178-92<br>GREEN CLEANING TRAINING LIBRARY | ◦ Provides background on the different agencies involved in green cleaning.<br>◦ Discusses criteria for green products.<br>◦ Includes a green building survey to help assess current practices and recommend improvements.<br>◦ Comprehensive glossary explains terminology.<br>◦ Green cleaning practices.<br>◦ Frequently asked questions.<br>◦ How to implement a green program. | 10 workbooks/package |

# CREATE A HEALTHY LEARNING ENVIRONMENT WITH BETCO'S GREEN CLEANING PROGRAM!

***Our extensive training resources insure the correct products and procedures are used consistently.***

## FLOOR CARE

*Shiny floors are a must for any school, but with many traditional products, hazardous materials may be flushed down the drain and into the environment. In addition, many traditional finishes require hazardous strippers to remove the finish. With Betco's Green Earth® Floor Care program, no hazardous materials go down the drain, strip outs can be performed with safer chemistries and you don't have to sacrifice performance!*



## GREEN CLEANERS

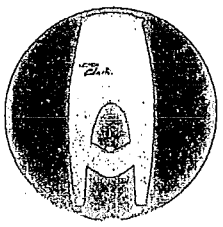
*The cleaners used by the custodial staff may have an impact on the students and faculty at the schools. By switching to safer chemistries, without sacrificing performance, children and faculty can perform in a safer environment and may lead to reduced absenteeism.*

## EQUIPMENT

*Use of cleaning equipment can provide substantial labor savings, but we must insure the equipment does not cause potential harm to the user, teachers or students. Betco's line of green equipment include quiet HEPA filter vacuums, a floor finish stripping machine to prevent accidental chemical contact, compact automatic scrubbers that prevent potential contamination from a mop and bucket and battery burnishes which are quiet without propane emissions. All Betco's Green equipment come with gel batteries that eliminate dangerous acid spills.*

## SKIN CARE

*Washing your hands is the most effective way to stop the spread of disease. But the process of continual hand washing can lead to dryness and irritation. With our Clario™ Green Earth® Skin Cleansers, you have two pH balanced products to keep hands clean and free of irritation. In addition, our newest Foaming cleanser encourages kids to wash their hands by dispensing a rich creamy foam every time.*



For More Information, Contact:

888-GO BETCO
www.betco.com

BETCO.

The Cleaning Edge™

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Toledo, Ohio 43607-3127
888-462-3826

**THE PORT AUTHORITY** OF NY & NJ

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

# REQUEST FOR PROPOSALS

**TITLE:** GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS

**NUMBER:** 16608

**SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

| | | |
|---|---|---|
| **PROPOSAL DUE DATE:** | October 20, 2008 | TIME: 2:00 PM |
| **QUESTIONS SHOULD BE SUBMITTED BY:** | October 10, 2008 | TIME: 1:00 PM |
| **SITE VISIT:** | October 8, 2008 | TIME: 10:00 AM |
| **BUYER NAME:** | Kathy Leslie Whelan | PHONE#: (212) 435-3929<br>FAX#: (212) 435-3959<br>EMAIL:kleslie@panynj.gov |

TABLE OF CONTENTS

*1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS* ..... *4*

A. General Information: The Port Authority of New York and New Jersey ..... 4

B. Brief Summary of Scope of Work ..... 4

C. Deadline for Receipt of Proposals ..... 4

D. Submission of Proposals ..... 5

E. Communications Regarding this RFP ..... 5

F. Proposal Acceptance or Rejection ..... 5

G. Union Jurisdiction ..... 6

H. City Payroll Tax ..... 6

I. Pre-Proposal Meeting(s)/Site Inspection(s) ..... 6

J. Available Documents ..... 7

K. Aid to Proposers ..... 7

L. Additional Proposer Information ..... 7

M. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits ..... 7

*2. SCOPE OF WORK* ..... *8*

*3. PROPOSER PREREQUISITES* ..... *8*

*4. FINANCIAL INFORMATION* ..... *8*

*5. EVALUATION CRITERIA AND RANKING* ..... *9*

*6. M/WBE SUBCONTRACTING PROVISIONS* ..... *11*

*7. CERTIFICATION OF RECYCLED MATERIALS PROVISION* ..... *13*

*8. PROPOSAL SUBMISSION REQUIREMENTS* ..... *14*

A. Letter of Transmittal ..... 14

B. Executive Summary ..... 14

C. Agreement on Terms of Discussion ..... 15

D. Certifications With Respect to the Contractor's Integrity Provisions ..... 15

E. Documentation of Proposer Prerequisites ..... 15

F. Proposal ..... 15

G. Acknowledgment of Addenda ..... 19

H Acceptance of Standard Contract Terms and Conditions ..... 19

I. M/WBE Plan ..... 19

*9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL* ..... *19*

A. Changes to this RFP ..... 19

B. Proposal Preparation Costs ..... 19

C. Disclosure of Proposal Contents / Use of Ideas and Materials ..... 19

D. Ownership of Submitted Materials ..... 20

E. Subcontractors ..... 20

F. Conflict of Interest ..... 20

G. Authorized Signature ..... 20

H. References ..... 20

I. Evaluation Procedures and Negotiation ..... 20

J. Taxes and Costs ..... 21

K. Most Advantageous Proposal/No Obligation to Award ..... 21

L. Multiple Contract Awards ..... 21

M. Right to Extend Contract ..... 21

N. Rights of the Port Authority ..... 21

O. No Personal Liability ..... 22

ATTACHMENT A ..... 23

ATTACHMENT B ..... 24

CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES . 24

PART I –CONTRACT SPECIFIC TERMS AND CONDITIONS ..... 25

*1. General Agreement* ..... *25*

*2. Duration/Escalation* ..... *25*

*3. Payment* ..... *27*

*4. Extra Work* ..... *29*

*5. Liquidated Damages* ..... *31*

*6. Increases and Decreases in Areas or Frequencies* ..... *33*

*7. Authority of the Director* ..... *34*

*8. Authority and Duties of the Manager* ..... *34*

*9. Insurance Procured by the Contractor* ..... *34*

*10. Wages, Health and Supplemental Benefits* ..... *36*

*PART II SPECIFICATIONS* ..... *42*

*EXHIBIT A SCOPE OF WORK* ..... *57*

*PART III COST PROPOSAL FORM* ..... *86*

*PART IV – STANDARD TERMS AND CONDITIONS* ..... *135*

**ATTACHMENT C- PROPOSER REFERENCE FORM..... 136**
**ATTACHMENT D- M/WBE PARTICIPATION PLAN..... 137**
**ATTACHMENT E- STATEMENT OF SUBCONTRACTOR PAYMENTS..... 138**
**Attachment -G Certified Environmentally Preferable Products / Practices..... 139**
***Exhibit I*..... *141***

## 1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

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

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

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

The Port Authority is hereby seeking proposals from qualified firms to provide cleaning services and limited snow removal at New Jersey Marine Terminals, Port Newark, Port Elizabeth and Jersey City, NJ as more fully described herein.

### B. Brief Summary of Scope of Work

Provide cleaning services and limited snow removal at New Jersey Marine Terminals, Port Newark, Port Elizabeth and Jersey City, NJ as more fully described herein.

### C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST)

The Port Authority assumes no responsibility for delays caused by any delivery service.

**D. Submission of Proposals**

One reproducible original (containing original signatures and clearly designated as such) and twelve (12) double sided copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

**E. Communications Regarding this RFP**

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer at the address or facsimile number listed on the cover page no later than 1:00 p.m. (EST) on October 10, 2008.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

**F. Proposal Acceptance or Rejection**

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute

rejection of a proposal.

**G. Union Jurisdiction**

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

**H. City Payroll Tax**

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

a. City of Newark, New Jersey for services performed in Newark, New Jersey;
b. City of New York, New York for services performed in New York, New York; and
c. City of Yonkers, New York for services performed in Yonkers, New York.

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

**I. Pre-Proposal Meeting(s)/Site Inspection(s)**

A pre-proposal meeting/Site Inspection is scheduled for October 8, 2008 at 10:00 AM. Location is Building 260, Kellogg St, Port Newark, NJ 07114.

A site inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance.

Attendees interested in attending should RSVP to email to nkowalewski@panynj.gov no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

## J. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Site Inspection.

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

Said documents are as follows: A conformed copy of the current contract, "Cleaning at New Jersey Marine Terminals." (Contract # 4600003808).

## K. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom.

Currently the monthly consumption of products at all locations is as follows:

| | | |
|---|---|---|
| Toilet Tissue | 10 cases | 36/case |
| C Fold White Towels | 5 cases | 2400/case |
| Pink Pearl Soap | 5 cases | 10 liter/case |

## L. Additional Proposer Information

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:
http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html

## M. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits

The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to, to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three categories will be subject to adjustment in the event the Contractor's prices are adjusted as set forth in the contract terms and conditions and any underpayment in any category will be subject to recovery by the Port Authority as set forth in the contract terms and conditions.

## 2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachments.

## 3. PROPOSER PREREQUISITES

The Proposer shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in Attachment B, Part IV, Section I of the Standard Contract Terms and Conditions, in the Janitorial Maintenance Program category by the day before the Proposal Due Date. Further, the Proposer shall be pre-qualified by the Port Authority to propose on General Cleaning Contracts with an estimated annual value up to $800,000.

It should be noted that a determination that a Proposer meets the prerequisites is no assurance that the Proposer will be deemed qualified in connection with other Proposal requirements included herein. No joint ventures will be acceptable for this Proposal.

## 4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

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

(2) Where the certified financial statements in (1) above are not available, then reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the

present financial condition of the Proposer is at least as good as that shown on the statements submitted.

B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.

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

## 5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the Proposers' management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall include consideration of the
  - Proposer's proposed labor and supervisory staffing,
  - M/WBE sub-contracting plan,
  - Certification of Environmentally preferable Products/Practices
  - On-site management plans and work plan for this Contract,
  - Proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to insurance requirements such as :
    - general liability
    - automobile liability
    - workers' compensation insurance
  - Prior Wage and Health Benefit compliance,
  - Prior compliance with M/WBE subcontracting plan
  - Insurance compliance on other Contracts with the Port Authority and its subsidiaries.

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP, include but not limited to items such as:

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder.
- Preventive Maintenance Program under a factory authorized service to repair all equipment utilized to perform the Contractor's services. The Preventive Maintenance Program should cover all equipment listed in Section S5, Materials, Supplies and Equipment and Section 10, Contractor's Vehicle.
- Experience of Proposer's senior management team in managing employees and conducting employee management programs, including, but not limited to,
    - Security training
    - References for employees
    - OSHA safety training
    - Quality assurance and control programs
    - Disciplinary procedures
    - Staff planning
    - Payroll processing
    - Recruiting procedures and maintenance of a stable workforce
    - Utilization of technological advances in cleaning services
    - Contract management

D. Staffing Management

- The Proposer's plan in performing the service hereunder that will ensure that employees who performed similar roles under a previous Port Authority/PATH Contract at the Facility suffer no diminution in wage rate under the new Contract;
- The Proposer's plan to ensure compliance with the Wage and Health Benefit requirements of this Contract including the quality of the proposed health benefits and other supplemental benefits;
- The Proposer's plan for retaining current employees for this Contract and providing for a stable labor force, including how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits for each year of the base term of the Contract;
- The Proposer's training and safe work environment plans for this Contract.

E. Background Check Plan

**The Proposer must submit a Background Check plan in accordance with this document, which will be considered "pass/fail."**

## 6. M/WBE SUBCONTRACTING PROVISIONS

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

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

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

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

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

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

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

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

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

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

1) Dividing the services and materials to be procured into small portions where feasible;

2) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;

3) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;

4) Ensuring that provision is made for timely progress payments to the M/WBEs and;

5) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto or may be downloaded at http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html.

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

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

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to https://panynjprocure.com/VenLogon.asp to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Proposers shall include their M/WBE Participation Plan with their proposals, to be reviewed and approved by the Authority's Office of Business and Job Opportunity ("OBJO").

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business and Job Opportunity

("OBJO"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at http://www.panynj.gov/DoingBusinessWith/economic/html/objo.html. In addition, to update your certification file and to advise OBJO of changes to any information, please email these changes to OBJOcert@panynj.gov . Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

## 7. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their proposal, Attachment G, the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

**Recycling Definitions:**

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

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

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

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

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

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

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

## 8. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

### A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture. The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

### B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as

the special competencies and expertise of the Proposer to meet the requirements of this RFP.

**C. Agreement on Terms of Discussion**

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.

**D. Certifications With Respect to the Contractor's Integrity Provisions**

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Part IV of Attachment B Entitled, " Standard Contract Terms And Conditions of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

**E. Documentation of Proposer Prerequisites**

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

**F. Proposal**

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the cleaning services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal
   a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, health benefits and other benefits, overheads, profits, etc. The Cost Proposal should be submitted on Attachment – Part III - Cost Proposal Forms.
   b. In addition, the Proposer shall submit completed Attachments, "Calculation of Hourly Rate" forms, which upon acceptance by the Port Authority shall become part of the Contract and subject to audit in accordance with the Wages, Health and Supplemental Benefits requirements hereunder or established at the time of proposal acceptance.

2. Management Approach

a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

b. The Proposer shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the Proposers submit a staffing plan that maximizes the use of full time employees.

c. The Proposer should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP.

The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to:

- insurance requirements, such as:
  - general liability insurance
  - automobile insurance
  - workers' compensation insurance
- the Proposer's M/WBE Participation Plan, in accordance with the M/WBE Subcontracting Provisions hereunder.
- The Proposer's Certified Environmentally Preferable Products/Practices Form ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/ Practices.

In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at New Jersey Marine Terminals, including how it will determine and maintain performance measurements.

3. Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP

a. The Proposer shall submit a listing of all cleaning Contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. For each Contract listed, include:

- The name and address of the Contracting party
- The locations where the work was performed
- Duration of the Contract
- The approximate dollar amount of the Contract
- The annual staff hours of full and part time labor expended in the performance of the Contract

- A summary of the types of work performed and
- The names, addresses and telephone numbers of the owners
- Representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:

- Their length of service with the firm
- The anticipated function of each person on the Contract
- A summary of the relevant experience of each person listed

The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

- Cleaning related training
- Security training
- OSHA safety training
- Employee motivation and incentive programs
- Health benefits information programs for employees
- Quality Assurance/Quality Control programs
- Payroll processing
- Recruitment procedures
- Staffing retention plan
- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. Preventive Maintenance Program under a factory authorized service to repair all equipment utilized to perform the Contractor's services. The Preventive Maintenance Program should cover all equipment listed in Section S8, Materials, Supplies and Equipment and Section 12, Contractor's Vehicle.

e. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning and resulting benefits;
- Management of cleaning services in buildings and facilities, of similar size;
- Preventative maintenance program for equipment.

4. Staffing Management

a. Describe the Proposer's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

b. The Proposer shall submit a Wage, Health and Supplemental Benefits Plan for the Contract.

In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified wages, health and other supplemental benefits.

The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

c. Describe the Proposer's employee retention plan for this Contract.

d. Describe the Proposer's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the Contract period.

e. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor

f. Describe the Proposer's training, health benefits and workplace safety programs for this Contract.

5. Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

6. The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

### G. Acknowledgment of Addenda

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

### H Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment B, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

### I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the section of the RFP entitled "M/WBE Subcontracting Provisions."

## 9. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

### A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were mailed. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

### B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

### C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

**D. Ownership of Submitted Materials**

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right.

**E. Subcontractors**

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

**F. Conflict of Interest**

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

**G. Authorized Signature**

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

**H. References**

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

**I. Evaluation Procedures and Negotiation**

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including

modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

### J. Taxes and Costs

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the contractor's services under this contract is exempt from Taxes. Accordingly, the contractor must not include Taxes in the price charged to the Port Authority for the contractor's services under this contract.

### K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

### L. Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

### M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

### N. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation

in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

(3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

**O. No Personal Liability**

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

## ATTACHMENT A

## AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefore (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at *http://www.panynj.gov/AbouttthePortAuthority/ContactInformation/foi_policy.html*, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

_____
**(Company)**

_____
**(Signature)**

_____
**(Title)**

_____
**(Date)**

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ATTACHMENT B

## CONTRACT SPECIFIC TERMS AND CONDITIONS FOR FACILITY SERVICES

### TABLE OF CONTENTS


PART I CONTRACT DESCRIPTION
1. General Agreement
2. Duration/Escalation
3. Payment
4. Extra Work
5. Liquidated Damages
6. Increases and Decreases in Areas or Frequencies
7. Authority of the Director
8. Authority and the Duties of the Manager
9. Insurance Procured by the Contractor
10. Wages, Health and Supplemental Benefits

PART II – SPECIFICATIONS
Specific Definitions
S1 – Work Required by the Specifications
S2 – Routine and Periodic Cleaning
S3 – Management and Supervision
S4 – Personal Requirements
S5 – Materials, Supplies and Equipment
S6 – Approval of Equipment, Materials and Supplies
S7 - Dumpsters
S8 – Employee Uniforms and Appearance
S9 – Breakdown, Malfunction or Damage
S10 – Contractor's Vehicles – Parking – Licenses
S11 – Scheduling of Work
S12 – Space Provided the Contractor
S13 – Inclement Weather Requirements – Snow Removal
S14 – Safety Provisions
S15 – Policing
S16 – Jersey City Auto Marine Terminal
S17 – Minimum Staffing Levels
S18 – Guard Booth Cleaning
S19 – Extraordinary Cleaning Services

PART III COST PROPOSAL FORM
Entry of Prices
PART IV STANDARD CONTRACT TERMS AND CONDITIONS

## PART I –CONTRACT SPECIFIC TERMS AND CONDITIONS

### 1. General Agreement

The Contractor agrees to perform janitorial and general cleaning services at the New Jersey Marine Terminals and all related areas, buildings and properties associated therewith as set forth herein, including snow removal, and to furnish all labor, supervision, uniforms, vehicles, equipment, materials, supplies, training and other facilities and do all other things necessary, proper or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

### 2. Duration/Escalation

A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about March 1, 2009 on the specific date set forth in the Port Authority's written notice of proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on the day preceding the third (3) anniversary thereof (said date referred to herein as "the Expiration Date").

B. The Port Authority shall have the right to extend this Contract for one (1) three (3) year period from the Expiration Date (hereinafter referred to as the "Option Period") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions, subject only to the adjustment of charges as hereinafter provided.

C. For the first, second and third years of the Option Period exercised hereunder, the Port Authority shall adjust the lump sum and unit prices inserted by the Contractor on the Cost Proposal Form as hereinafter provided utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of

Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index"). Price adjustment shall not exceed three (3) percent per option year.

D. For the first year of the Option Period, the Price Index shall be determined for the months of August 2010 and August 2011. The prices in effect in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for August 2011 and the denominator of which is the Price Index for August 2010. The resulting products shall be the prices in effect in the first year of the Option Period. Such price adjustment shall not exceed three (3) percent.

E. For the second year of the Option Period, the Price Index shall be determined for the months of August 2011 and August 2012. The prices in effect in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2012 and the denominator of which is the Price Index for August 2011. The resulting products shall be the prices in effect in the second year of the Option Period. Such price adjustment shall not exceed three (3) percent

F. For the third year of the Option Period, the Price Index shall be determined for the months of August 2012 and August 2013. The prices in effect in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2013 and the denominator of which is the Price Index for August 2012. The resulting products shall be the prices in effect in the third year of the Option Period. Such price adjustment shall not exceed three (3) percent.

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

H. In the event the prices set forth on the Cost Proposal Form shall be adjusted hereunder, then, simultaneously with such adjustment of the charges, the Hourly Wage and Supplemental Benefits set forth in Section 10 hereof shall each also be adjusted during the option period in the same manner and by the same percentage as set forth above for the prices on the Cost Proposal Form. The Contractor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions hereof in connection therewith. In the event that the Price Index is not available for any specified month as herein above set forth within the time set forth for payment, the Price Index for the latest month then published shall be used to constitute the Price Index.

I. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term, or Option Period if exercised, subject to the same terms and

conditions then in effect. The prices quoted by the Contractor for the third year of the Base Term, or third year of the Option Period, as applicable, shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the applicable Expiration Date that the Contract term is so extended.

**3. Payment**

a. Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the lump sum prices and the actual quantities of services performed and the respective unit prices thereof inserted by the Contractor in the Cost Proposal Form, subject to the adjustment provisions hereof, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Contractor shall invoice the Port Authority for one twelfth (1/12) the Annual Lump Sum Prices for said services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services, Policing Services, Policing Services at Auto Marine Terminal and Guard Booth Cleaning Services performed by the Contractor hereunder, the Contractor shall invoice the Port Authority the applicable prices per hour inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract, times the number of hours expended for such services in such month.

iii) For each item of Extraordinary Cleaning Services performed by the Contractor, the Contractor shall invoice the Port Authority the price per hour, price per square foot, price per flight, or price per each as applicable, for such Services inserted by the Contractor in the Cost Proposal Form for the appropriate Contract Year, as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned, flights cleaned, blinds rinsed or hours of such work performed by the Contractor in such month.

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

c. The annual estimated quantities set forth on the Cost Proposal Form are given solely to enable the Port Authority to make price comparisons. The Port Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor's compensation for unit price work will be computed based on the actual hours expended and/or square feet or flights cleaned or blinds rinsed, as the case may be, as further set forth above.

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

i) The Contractor shall submit to the Manager by the fifth day of the month following the month of commencement of the Contract and on or by the fifth day of each month thereafter (including the month following the termination or expiration of this Contract) a complete and correct invoice setting forth the amount due to the Contractor for the preceding calendar month which amount shall be 1/12 of the Annual Lump Sum Contract Price for routine and periodic cleaning sections and any other work performed during the proceeding calendar month in which billed services were rendered accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Port Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

ii) Payments made hereunder are subject to such adjustments as may be necessitated following Port Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Port Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

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

In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount

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

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

**4. Extra Work**

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

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Form and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

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

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

"Labor" means laborers, mechanics, and other employees below the rank of Supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's Port Authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above mean only the employees of one employer.

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

**5. Liquidated Damages**

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the services required hereunder in accordance with the requirements and at the minimum frequencies set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Port Authority shall be liquidated as follows:

A. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A of the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the Unit Price inserted by the Contractor on the Cost Proposal for that item. The Liquidated Damages will be appropriate for the applicable service and year, multiplied by the number of square feet, hours or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed or performed unsatisfactorily, liquidated damages will be computed utilizing the hourly rate for "Policing" multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the work not performed multiplied by two hundred percent (200%). In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

B. If the Contractor fails to satisfactorily perform any Snow Removal Response at the times required by the Manager, then the monthly installment payable hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services then in effect multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are

available.

C. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any Nextel or cell phone device required to be provided to any Lead Cleaner hereunder, the monthly installment payable hereunder shall be reduced by $50.00 for each day or any part thereof during the month when any such cellular phone is not provided and operable.

D. If any Lead Cleaner hereunder fails to respond to cellular phone communication from the Manager within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hour thereafter in which any Lead Cleaner fails to respond.

E. If the Contractor fails to have a Lead Cleaner on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $50.00 per hour for each hour the Supervisor is not on duty.

F. If the Contractor fails to provide to the Manager a written work schedule covering the first three months of the Contract within ten (10) days of the commencement date, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

G. In the event the Contractor fails to provide the information every six months as required in the Section hereunder entitled "Wages, Health and Supplemental Benefits" Section H, then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

H. If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

I. If the any employee of the Contractor hereunder fails to wear the proper uniform, then the monthly installment payable hereunder shall be reduced by $50.00 for each day when such employee is not so properly attired.

J. If the Contractor fails to provide and maintain in good running and operating condition as determined by the Manager any motor vehicle for the exclusive use of the Contractor's personnel for inspections and/or transporting of personnel and/or materials and furnishing services hereunder, then the monthly installment payable hereunder shall be reduced by $150.00 for each day or part thereof during such month which such motor vehicle is not so provided and operable.

K. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any triple action machine, single action machine, electronic floor sweeper, shampoo equipment or other significant item of equipment as determined by the Manager that is required hereunder, then the

monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month which any triple action machine, single action machine, or other significant item of equipment as determined by the Manager is not provided and operable.

L. If the Contractor fails to provide and/ or maintain any snow blower or any major item of snow removal equipment in proper working order as determined by the Manager, the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month, which any such snow blower is not so provided and operable.

M. In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Port Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

Should the Contractor only partially perform any item of work, within an area specifically defined in the Specifications, the Manager shall have the right, in computing liquidated damages hereunder, to base his computation on the total quantity of square feet within said area to which said item of Work applies.

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

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or as a wavier of such right or an election of remedies.

**6. Increases and Decreases in Areas or Frequencies**

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

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Cost Proposal Form (for the applicable Contract Year) for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract). If there is no Unit Price for the service, which is increased or decreased, the hourly rate for Extraordinary Cleaner Services,

will be used multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he shall consider generally accepted industry standards where such are available.

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

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during the Option Period, 50% for the Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

**7. Authority of the Director**

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

**8. Authority and Duties of the Manager**

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

***9. Insurance Procured by the Contractor***

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the

performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - $ 5 million combined single limit per occurrence for bodily injury and property damage liability.

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

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $1 million each accident.

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

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management

must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.CIS # 3288N

### 10. *Wages, Health and Supplemental Benefits*

A. Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Resident Manager, and other administrative personnel performing such duties exclusively.
2) "Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.
3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.
4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.

5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
6) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.
7) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.
8) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.
9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
10) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.
11) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.
12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.
13) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B.** Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee's vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

C. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages
Lead Worker- $14.98 (per hour)
Cleaner - $12.52 (per hour)

D. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Port Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

1) Health Benefits shall be provided to Employees and their families.
2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
    a. up to and including family coverage, as applicable
    b. inpatient hospital services
    c. outpatient surgical facility
    d. emergency room services
    e. prenatal services
    f. well visits/immunizations/routine visits for illness
    g. prescription drug benefit
3) The Cost of Health Benefits shall be as set forth in the Port Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.
4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:
    i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
    ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
    iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.
7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in

the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.

1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

**F.** In the event that the lump sum and unit price compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the lump sum and unit price compensation payable under this Contract, as the same may have been further adjusted.

**G.** Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Port Authority's letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

**H.** The Contractor (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

K. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Port Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts

hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

**L.** In addition to the Underpayment amount payable by the Contractor, the Port Authority may deduct interest on the Underpayment Amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.

**M.** If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Port Authority may require the Contractor or a subcontractor to return the Underpayment Amount to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

## PART II SPECIFICATIONS

**Specific Definitions**

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

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, odors from any and all surfaces to the satisfaction of the Manager.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to ensure they are clean.

## PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF OFFICES

The thorough cleaning of offices shall consist of but not necessarily be limited to the vacuuming of all rugs and carpets, the wet mopping of all non-carpeted flooring, the emptying and relining of all trash cans, the emptying of all recycling containers, the spot removal of all stains on rugs, partitions, walls, doors, and glasswork, the dusting of all windows, ledges, blinds and office furnishings, the polishing of all wooden office furnishings a, the cleaning of lighting fixtures, and the dusting of desk tops and spot cleaning of chairs as directed by the Manager

## PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LAVATORIES

1) Trash containers will be emptied clean, liners inserted.
2) All sanitary receptacles will be clean, both inside and outside, and contain a new liner. All sanitary receptacles will be empty except for a new "liner". All sanitary receptacles will be free of spots, stains, and finger marks. All sanitary receptacles will be free of odors.
3) No trash will be on floor.
4) All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.).
5) All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.
6) The wall surfaces will be free of spots and smears.
7) All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.
8) The plumbing fixtures will be free of mold and water stains.

**Cleaning of Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors**

- All supply dispensers will be clean and free of finger marks and water spots.
- All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
- All mirrors should be free of streaks, smudges, water spots, dust; lipstick smudges, and should not be cloudy.

- Walls, stall partitions, and doors will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.
- Floors (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.
- Particular attention should be given to area under urinal.

**Public Restrooms Buildings 166, 272, and 365**

Public Restrooms Buildings 166, 272, and 365 will be steam cleaned in total, weekly as the temperature allows from March 15th through November 15th.

## PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LUNCH ROOMS/KITCHENS

The thorough cleaning of lunch rooms/kitchens shall consist of but not necessarily be limited to, the removal of all litter, the wet mopping or vacuuming as appropriate of all floor surfaces, the spot cleaning of walls, the cleaning and disinfecting of all tables, chairs, counter surfaces and interior and exterior surfaces of stoves and ovens, the cleaning of the exterior and interior of all microwaves, the cleaning and disinfecting of sinks, the emptying and relining of all trash receptacles, the emptying of all recycling containers and other duties as directed by the Manager.

## PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF GUARD BOOTHS LOCATED AT BERTHS

The thorough cleaning of stationary and mobile guard booths located at various berths shall consist of but not necessarily be limited to, the removal of all litter in and around the guard booth, the sweeping and wet mopping as of all non-carpeted floor surfaces, the spot cleaning of the exterior and interior walls, the cleaning and disinfecting of all tables, chairs, counter surfaces, the cleaning of the exterior and interior of all windows and screens, the emptying and relining of all trash receptacles, the emptying of all recycling containers, the once monthly cleaning of the air conditioners filters. If the booth is equipped with a lavatory, then lavatory cleaning shall consist of the, cleaning of the toilet, sink, mirror and floor. Other duties shall be as directed by the Manager.

## SPECIFICATIONS

### S1. Work Required by the Specifications

These Specifications relate generally to the performance of janitorial and general cleaning services at the New Jersey Marine Terminals to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

These Specifications require the doing of all things necessary or proper for, or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

### S2. Routine Periodic Cleaning/Frequencies

A. The exhibits of these specifications set forth the specific areas at the Site of the Work at which routine and periodic cleaning services are to be provided by the Contractor on a regularly scheduled basis. Such areas shall be cleaned in the manner and at the times of frequencies set forth in such Exhibits, all in accordance with the provisions of these Specifications.

B. Where the Exhibits of these Specifications set forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such Work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

C. Subject to the provisions of the immediately preceding paragraph, with respect to the terms "Frequency of Cleaning" as set forth in the Exhibits, the following shall apply:

1 x year - Items marked "1 x yr." shall be cleaned once each year but the Contractor shall allow at least 10 calendar months (298 days) but not more than 12 calendar months (365 days) to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

3 x year - Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall allow at least 110 calendar days to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 30 calendar days to elapse between cleanings.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

23 x year - Items marked "23 x yr." shall be cleaned every other week, but the Contractor shall allow at least 12 calendar days but not more than 15 calendar days to elapse between cleanings.

24 x year - Items marked "24 x yr." shall be cleaned twice each month, but the Contractor shall allow at least 12 calendar days to elapse between cleanings.

26 x year - Items marked "26 x yr." shall be cleaned twice each month, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

40 x year - Items marked "40 x yr." shall be cleaned once a week except for that week when other service is to be performed on that item. The Contractor shall allow at least 4 calendar days to elapse between cleanings.

46 x year - Items marked "46 x yr." shall be cleaned once a week except for that week when other service is to be performed on that item. The Contractor shall allow at least 4 calendar days to elapse between cleanings.

52 x year - Items marked "52 x yr." shall be cleaned once each week but the Contractor shall allow at least 4 calendar days to elapse between cleanings.

104 x year - Items marked "104 x yr." shall be cleaned twice each week, but the Contractor shall allow at least calendar days to elapse between cleanings.

250 x year - Items marked "250 x yr." shall be cleaned daily, Monday through Friday, excluding Holidays.

## S3. Management and Supervision

A. The Contractor shall assign a Lead Cleaner whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays and at such other times as the Manager may require. However, the Port Authority reserves the right to change or rotate the work schedule on an as needed basis to reflect changing job situations.

The Lead Cleaner so assigned shall serve as the Contractor's representative at the Site of the Work and shall have day-to-day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed. The Contractor's Lead Cleaner shall be available to the Manager at such

times as the Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the Manager may wish to transmit.

The Lead Cleaner shall devote their entire time to performing the cleaning and janitorial work required hereunder and the oversight of the other Contract personnel. The Lead Cleaner will perform minor administrative or clerical duties.

B. Lead Cleaners assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.

C. The Manager shall have the right to approve any Lead Cleaner proposed by the Contractor for assignment hereunder.

D All Lead Cleaners assigned hereunder shall have at least three (3) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Manager with such proof of prior experience.,

E The Contractor's duly authorized representative shall be available at those times specified, to the Manager for prompt attention to and compliance with orders, instructions, directions and information written or orally given regarding the performance of work specified in the Agreement and for inspection tours of the premises.

F. Primary residence telephone numbers and alternate phone numbers shall be made available to the Manager.

G. The Lead Cleaner shall respond to any cellular phone communication from the manager within fifteen (15) minutes.

**S4. Personnel Requirements**

The Contractor and any subcontractor shall furnish sufficiently trained cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, the Contractor shall immediately take such actions as is necessary to assure that the Contract is performed in full accordance with the requirements hereof.

The Contractor will be required to train all its personnel in the proper handling of blood and blood products as mandated by OSHA in Blood borne Pathogens Standard 29CFR 1910.1080 and to supply material, equipment and cleanup kits for blood and blood products at the Facility to include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Contractor must produce documented records showing that each employee assigned to this Contract has received training in the handling of Blood Borne Pathogens.

All Contractor's employees performing Work required hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff.

## S5. Materials, Supplies and Equipment

Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, buckets, dust cloths, plastic bags, polishes, sponges, and paper picks and walk-off mats as described on herein.

Restroom Products Required By Contract

Hand Soap - Dial Complete
Description - Foaming Antimicrobial Hand Wash, item number 81034, dispensed from a Dial Professional Series Soap Dispenser, item number 00390

Hand Towels - Georgia-Pacific High Quality, Large Capacity Touchless Roll Towels
Description - item number 89460, 800 lineal feet, packed (6) to a case dispensed from a Georgia-Pacific Enmotion Automated Touchless Dispenser, item number 59460.

Toilet Tissue - Scott Coreless JRT Toilet Tissue
Description - roll length 2,300 lineal feet, 3.9 inches wide, packed (12) rolls per case, item number 07005. Dispensed from a Scott Stainless JRT E-Z Load dispenser.

The Contractor shall obtain the Facility Manager's approval before the replacement of any dispenser, of any type. The Manager's approval shall also be obtained before any dispenser is relocated or removed from the Site of the Work.

A. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, single and triple action scrubbers, shampoo equipment, and electric floor sweeper (Model Tenant #140E or Port Authority approved equal). Sweeper must be OSHA approved for interior use for noise and dust levels.

B. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, air fresheners, air freshener dispensers, sanitary napkins and tampons, sanitary napkin disposal bags and toilet seat covers which are located in the lavatories and other areas to be cleaned hereunder. In addition, the Contractor shall maintain and repair all such dispensers and containers so as to keep same in full working order.

C. Should the Manager determine that any such dispenser or container is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority.

The Contractor shall obtain the Manager's approval of the type number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work.

D. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .50 per item.

E. The Manager may, at any time, establish minimum inventories of materials, supplies and equipment to be maintained by the Contractor and the Contractor shall ensure that his inventories meet the levels so established.

F. The Authority will furnish at no charge to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work.

G. The Contractor shall supply for use on this Contract one Nextel phone (or Port Authority approved equal) for the use of the Contractor's Lead Cleaner.

H. The Contractor shall further provide all snow shovels, snow blowers, brooms, ice choppers, cyclone spreaders and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must refer to "Inclement Weather Requirements" of this section. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

**S6. Approval of Equipment, Materials and Supplies**

The Contractor in performing the Work required hereunder shall use only equipment, materials and supplies approved in advance by the Manager.

Green Products

As operator of The New Jersey Marine Terminals, the Port Authority is concerned with providing and maintaining a clean and safe environment for its employees, tenants patrons and visitors. Therefore, the Contractor shall be required to implement a cleaning program where all chemicals and products will be classified as "Green". "Green Products" are described as those that are safe for the environment and safe for the end user. It is understood that not every cleaning function has an appropriate "green product" but the Contractor should routinely monitor the market for newer and safer chemicals to reduce employee and patron exposure. The Contractor shall take a pro-active role to achieve compliance in this area. In any event, the Contractor will provide the Facility Manager with a complete list of cleaning products designating each product as green or non-green. All products shall be on the Port Authority's Approved Product List or may be submitted for approval and subsequent placement on the Approved Products List.

The equipment, materials and supplies which are currently approved for use are set forth in the "Port Authority Approved Products List - Environmental Protection Supplies" which is attached and labeled Attachment G.

The Contractor may propose additional equipment, materials and supplies for the Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

## S7. Dumpsters

The Port Authority will provide dumpsters at each location into which the Contractor shall place only trash generated by the Port Authority under this Contract. The Facility has a Source Separation Program in effect under which the Contractor is responsible for placing the material in the proper dumpster, as designated by the Manager for removal by others.

## S8. Uniforms and Employee Appearance

The Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed.

Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all times to the Manager's approval. Said uniforms are to be worn appropriately with shirts tucked in and the waist of the trousers belted around the employees waist. Hats will be worn with the brim forward. In addition, the Contractor will be granted a fifteen (15) day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder a temporary uniform with appropriate identification that has been approved by the Authority.

(a) The Contractor shall provide and pay for a distinctive uniform for all of the Contractor's personnel acting as Lead Cleaner or General Cleaners. Without limiting the generality of any other term or provision hereof, initial supply costs and all subsequent costs attendant with the cleaning and replacement of the aforementioned uniforms shall be borne solely by the Contractor. At the expiration or earlier termination of the Contract, the uniforms shall be and become the sole property of the Port Authority. A Port Authority patch shall be affixed to each shirt, jacket, or outer garment as directed by the Port Authority. Contractor's personnel shall not wear any insignia, badges, buttons, patches or embroidered emblems or letters, which identifies the Contractor's company or corporate name. The basic uniform will also include foul weather and winter gear.

(b) The Contractor shall be responsible for ensuring that its employees at all times wear their required uniform and it shall cause its employees to change to freshly cleaned and pressed uniforms every day. Uniforms shall be supplied in the minimum quantities indicated in Paragraph "d" of this Section hereof and conform to the specifications set forth in this section.

(c) The Port Authority may require the Contractor to affix certain distinctive insignia or shields on the uniforms worn by its personnel. The Port Authority shall supply the artwork and/or description of such insignias to the Contractor. All such insignia must be returned to the Port Authority at the termination of the Contract. The Contractor shall be liable for loss of any or all insignia or equipment provided by the Port Authority.

(d) Each Lead Cleaner and Cleaner uniform issue shall consist of the following:

(6) Six winter long sleeve shirts (golf type)
(6) Six summer short sleeve shirts (golf type)
(1) One belt
(5) Five pair of khaki style slacks - summer/winter weight
(2) Hats (one hat winter/one hat summer)
(2) Two sweaters or sweatshirts
(1) Winter weight jacket
(1) Set rain gear

(a) If the Contractor is unable to outfit the employees by the commencement date of this contract, a fifteen (15) day grace period will be granted. During this grace period, the staff may be outfitted in temporary uniforms but the Manager must approve these uniforms.

(b) The Contractor shall provide its employees with all foul weather gear appropriate for the performance of services hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests. Foul weather gear shall meet the same requirements in regards to identification and insignias as mentioned earlier in this section. It is not a requirement that all employees be supplied with personal foul weather but it is a requirement that any employee required to work outdoors with a potential exposure to the elements be supplied with foul weather gear. When issuing parkas, hats, rain gear, boots or gloves to a worker that is required to work outdoors than the Contractor must provide this worker with clean items that have not been previously worn by another worker. If a worker is issued an article of foul weather gear that is soiled than liquidated damages shall be assessed .

(c) Employees will not be permitted to work their assigned tour unless properly attired in accordance with the provisions of this Section.

(d) The Contractor will be responsible for ensuring that its employees are wearing black or brown work shoes or boots appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform

**S9. Breakdown, Malfunction or Damage**

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

**S10. Contractor's Vehicles (2) - Parking - Licenses**

The Contractor's vehicle requirements for the duration of this contract shall be two pickup trucks, with the capability of transporting a minimum of six (6) passengers and equipment. These vehicles shall have a rotating amber beacon and a power lift gate capable of lifting the equipment required under this Contract and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles shall have a "back up" beeper.

Both vehicles must have a permanently affixed Contractor emblem, decal or insignia at all times. No personal vehicles shall be used in the performance of this Contract. These vehicles shall be kept clean and neat at all times.

The Port Authority will permit the Contractor during the effective period of this Contract to park the required motor vehicle described above in such locations as may from time to time or at any time be designated by the Manager.

The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization. The Contractor shall comply with such rules, regulations and procedures as are in force and such existing reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facility or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. The Contractor will assure that only properly credentialed and licensed employees operate all vehicles required by this Contract.

**S11. Scheduling of Work**

A. The Contractor shall, during the term of this Contract with respect to Work covered by the Exhibits, submit to the Managers of the appropriate areas, a written report generated by computer using Microsoft Excel or other software as approved by the Manager setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period. The Contractor shall submit the report within ten (10) days of the commencement of this Contract and the Contractor shall submit each subsequent three-month report at least twenty days prior to the commencement of each such three-month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three-month period, but no changes shall be made without the prior approval of the Manager. The Contractor shall procure and maintain at its own expense, a computer and software program for use in the scheduling of Work and monthly billing. The software program shall be compatible with the Facilities Window-based software program.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action. Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

C. The Contractor hereby further agrees to furnish to the Authority from time to time such other written reports in connection with its operations hereunder as the Authority may deem necessary or desirable in connection with the Authority's responsibility as the operator of the facility.

D. In order to accommodate facility operations, the starting times of each eight (8) hour tour shall be subject to change by the Manager upon written notice to the Contractor from time to time.

E. The thorough cleaning of offices and lavatories on the second and third floors of Building 260 shall be performed from 6:00 a.m. to 2:00 p.m., Monday to Friday, excluding holidays. The Port Authority shall retain the right to adjust these hours as necessary. The hours for cleaning the First Floor of Building 260 is set forth in the Exhibits.

**S12. Space Provided the Contractor**

The Authority will furnish the Contractor with nonexclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designed by the Manager and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times. Office space is available. This space shall be at no charge to the Contractor.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

**S13. Inclement Weather Requirements – Snow Removal**

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice or sleet from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include, but shall not be limited to, sidewalks, building entrances and pedestrian crosswalks. Exterior areas will not include snow removal from actual roadways.

At the request of the Manager, snow that is so removed shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this numbered clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the hourly unit price as set forth in the Contractor's Price Sheet for "Snow Removal". All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal are no longer needed.

Salt/Sand and deicing materials will be applied by the Contractor to areas as the Manager directs. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager.

The Contractor shall also submit weekly usage reports to the Manager detailing all salt and/or deicing material utilized by the Contractor for the week covered.

**SI4. Safety Provisions**

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

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

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and

Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall be required to train all their personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

**S15. Jersey City Auto Marine Terminal**

AREA: Jersey City Auto Marine Terminal - Port Jersey Boulevard

DUTIES:

1. Police grass area alongside Port Jersey Boulevard to include East Parking Lot, Long Shoremen's Parking Lot and road. Policing will consist of the picking up and proper disposal of all paper, glass aluminum cans, tires and any other debris. Shoveling of accumulated sand along roadways as necessary.

2. The Contractor will provide all equipment necessary to properly clean this area including but not limited to, plastic bags, paper pickers and all other safety equipment necessary. The Port Authority will provide a dumpster for the Contractor's use at the site of work.

Compensation for each hour expended in the performance of such services shall be at the hourly unit price as set forth on the Contractor's Price Sheet for " Policing Auto Marine Terminal".

**S16. Minimum Staffing Levels**

The Contractor shall have at a minimum, one (1) full time Lead Cleaner and four (4) full time cleaners actively engaged in the work, Monday to Friday, excluding holidays.

A minimum of two project workers and a lead project worker shall be provided for project work. Only project workers shall perform project work.

Staffing for the Jersey City Auto Marine Terminal shall consist of two cleaners..

Guard booth cleaning shall be performed by one (1) cleaner.This work shall be preformed by one of the project cleaners.

All staffing levels must be at a level satisfactory to the Manager.

**S17. Guard Booth Cleaning**

This work shall be performed on Tuesdays or on other days at the discretion of the Manager.. Duties shall consist of, but not necessarily be limited to: the emptying and relining of all trash cans, the spot cleaning of all glass surfaces as well as all horizontal and vertical surfaces, the sweeping of the floor and the wet mopping of the floor as necessary..
AREA: Port Newark Guard Booth Locations:

1) Berth 9 – South End of Marlin Street
2) Berth 17 – End of Gilligan Street
3) Berth 23 – South End of Craneway Street
4) Berth 10/12 – Off of Marsh Street between Maritime Street and Export Street
5) Berth 16 – North End of Export Street
6) Berth 26 – East End of Marsh Street
7) Berth 28 – East End of Calcutta Street
8) Berth 24 – East End of Starboard Street

Compensation for each hour expended in the performance of such services shall be at the hourly unit price as set forth on the Contractor's Price Sheet for "Guard Booth Cleaning".

**S18 – Extraordinary Cleaning Services**

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform those extraordinary cleaning services at the unit prices that had been inserted by the Proposer in the attached Contractor's Cost Proposal Form for "Extraordinary Cleaning Services." "Extraordinary Cleaning Services" shall not include any work that had been deemed unsatisfactory and being re-done by the Contractor. Such work shall include services being performed in additional areas or work being performed at an additional frequency then what was stated in the agreement. The respective Unit Prices inserted by Contractor on the Cost Proposal Form for Extraordinary Cleaning Services shall be used. These same prices will be those used to assess Liquidated Damages as well as any reduction in services.

# NEW JERSEY MARINE TERMINALS

# CLEANING SPECIFICATIONS

## SECTION I

## BUILDING 260 AND ASSOCIATED AREAS

**EXHIBIT A SCOPE OF WORK**
**BUILDING #260**

**THOROUGH CLEANING**

STAFFING

The Contractor shall provide three cleaners for thorough cleaning of Building 260:

- One cleaner working from 6:00 am to 2pm
- One cleaner working from 7:00 am to 3pm
- One cleaner working from 9:00 am to 5pm

Work shall be performed Monday to Friday, excluding holidays.

**AREAS:**

Lunch Rooms, front and rear – 1st Floor – Building #260
Lavatories, men's and women's – 1st 2nd 3rd Floors – Building #260
Maintenance Locker Rooms and Showers – 1st and 2nd Floors – Building #260
Conference Rooms – 1st 2nd 3rd Floors – Building #260
Maintenance Offices – 1st Floor Building #260
Shop Floor – 1st floor Building #260
Lobby and Elevators – 1st 2nd 3rd Floors
Police Exterior Parking Lots and Perimeter of Building 260

**LUNCH ROOM**

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers.
3. Vacuum all carpeted areas.
4. Sweep all non-carpeted areas, wet mop and rinse.
5. Damp wipe and sanitize all lunchroom tables, chairs, sinks and microwaves and countertops.
6. Refill all paper dispensers.

**LOCKER ROOMS AND SHOWERS**

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers.
3. Sweep, wet mop and sanitize all non-carpeted surfaces in locker and shower rooms.
4. Vacuum all carpeted areas.
5. Dust lockers.
6. Other duties as assigned.

**LOBBIES AND VESTIBULES**

1. Empty all refuse containers, wipe clean and reline.

2. Empty all recycling containers.
3. Wash and rinse glass doors and frames.
4. Sweep and wet mop all non-carpeted areas.
5. Vacuum all carpeted areas.
6. Spot wash walls as necessary.

**THOROUGH CLEANING OF OFFICES SHALL CONSIST OF:**

1. Empty all refuse containers, wipe clean and reline.
2. Empty all recycling containers. Place refuse in dumpster. Place recycling material where directed by the Port Authority.
3. Vacuum all rugs and spot shampoo stained carpet surfaces.
4. Spot wash walls and fabric partitions and chairs to remove stains, smears and fingerprints.
5. Dust all office furniture, blinds, vents, light fixtures, and window ledges and desks.

**PROCEDURAL GUIDANCE FOR THE THOROUGH CLEANING OF LAVATORIES**

Trash containers will be emptied clean, liners inserted.

All sanitary receptacles will be clean, both inside and outside, and contain a new liner.

No trash will be on floor.

All dispensers of supplies will be clean and filled with the proper supplies (towels, soap, napkins, etc.)

All sanitary receptacles will be empty except for a new "liner".

All sanitary receptacles will be free of spots, stains, and finger marks.

All sanitary receptacles will be free of odors.

All porcelain surfaces of washbasins, toilets, and urinals will be free of dust, dirt, spots, and stains.

The wall surfaces will be free of spots and smears.

All toilet seats will be left in raised position after cleaning. They will be free of spots and stains, and the seat hinges will be free of mold.

The plumbing fixtures will be free of mold and water stains.

All floors shall be wet mopped.

**Cleaning of Supply Dispensers, Tile Walls, Stall Partitions, Doors, Shelves, Mirrors and Floors**

All supply dispensers will be clean and free of finger marks and water spots.
All shelves and shelf brackets will be free of gum, dust, fingerprints, water stains, smudges and other soil.
All mirrors should be free of streaks, smudges, water spots, dust, lipstick smudges, and should not be cloudy.

**Walls, stall partitions, and doors** will be free of hand marks, dust, pencil marks, lipstick smudges, water streaks, mop marks, and mold.

**Floors** (especially in corners) will be free of dirt and dust, gum, grease, black marks, loose paper, water, mop stains, and strings.

Particular attention should be given to the area under the urinals.

# NEW JERSEY MARINE TERMINALS

# CLEANING SPECIFICATIONS

## SECTION I

## FLOOR CLEANING

## FLOOR CLEANING

### BUILDING #260

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| **1st Floor** | | | | |
| Lobby and Corridor | Ceramic Tile | Spray Buff | 529 | 40 x Year |
| Lobby and Corridor | Ceramic Tile | Strip and Refinish | 529 | 12 x Year |
| Lobby | Ceramic Tile | Machine Scrub | 150 | 12 x Year |
| Lobby | Ceramic Tile | Strip and Seal | 150 | 4 x Year |
| Office – 1st Floor | Carpet | Shampoo | 450 | 4 x Year |
| Administrative Lunch Room | Vinyl Tile | Spray Buff | 592 | 40 x Year |
| Administrative Lunch Room | Vinyl Tile | Strip and Refinish | 592 | 12 x Year |
| Men's Lavatory | Ceramic tile and Rinse | Machine Scrub Rinse | 308 | 12 x Year |
| Ladies Lavatory and Locker Room | Ceramic Tile | Machine Scrub & Rinse | 160 | 12 x Year |
| Men's Shower Room | Ceramic Tile | Machine Scrub & Rinse | 121 | 24 x Year |
| Men's Dressing Room | Ceramic Tile and Rinse | Machine Scrub | 75 | 12 x Year |
| Men's Dressing Room | Ceramic Tile | Machine Scrub & Rinse | 56 | 12 x Year |
| Ladies Locker Room | Asphalt Tile | Strip and Refinish | 144 | 23 x Year |
| Ladies Locker Room | Asphalt Tile | Machine Scrub & Refinish | 144 | 3 x Year |
| Men's Locker Room | Ceramic Tile | Machine Scrub and Rinse | 900 | 12 x Year |
| Men's Locker Room | Carpet | Shampoo | 266 | 6 x Year |
| Maintenance Lunch Room | Vinyl Tile | Spray Buff | 684 | 23 x Year |
| Maintenance Lunch Room | Vinyl Tile | Strip and Refinish | 684 | 3 x Year |
| Maintenance Offices (4) | Carpet | Shampoo | 600 | 4 x Year |
| Elevators | Carpet | Shampoo | 61 | 12 x Year |
| **2nd Floor** | | | | |
| Offices | Carpet | Shampoo | 4,419 | 4 x Year |
| Handicapped Lavatory | Ceramic Tile | Machine Scrub & Rinse | 38 | 12 x Year |
| Ladies Lavatory | Ceramic Tile | Machine Scrub & Rinse | 89 | 12 x Year |
| Men's Lavatory | Ceramic Tile | Machine Scrub & Rinse | 231 | 12 x Year |
| Offices | Vinyl Tile | Strip and Refinish | 350 | 12 x Year |
| Offices | Vinyl Tile | Spray Buff | 350 | 40 x Year |
| 1st Floor Offices | Vinyl Tile | Strip and Refinish | 208 | 40 x Year |
| 1st Floor Offices | Vinyl Tile | Spray Buff | 280 | 4 x Year |
| 1st Floor Conference Room | Carpet | Shampoo | 154 | 4 x Year |
| 2nd Floor Conference Room | Carpet | Shampoo | 324 | 4 x Year |
| **3rd Floor** | | | | |
| Offices | Carpet | Shampoo | 2,638 | 52 x Year |
| Lobby | Marble | Wet Mop | 263 | 12 x Year |
| Kitchen | Tile | Machine Scrub & Rinse | 612 | 12 x Year |
| Ladies Lavatory | Tile | Machine Scrub & Rinse | 36 | 12 x Year |

| | | | | |
|---|---|---|---|---|
| Handicapped Lavatory | Tile and Rinse | Machine Scrub | 42 | 12 x Year |
| Men's Room | Tile | Machine Scrub & Rinse | 36 | 12 x Year |
| 3rd Floor Conference Room | Carpet | Shampoo | 405 | 4 x Year |

## PUBLIC LAVATORIES AND PUMP STATIONS

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Building 365 | Concrete | Steam Clean Walls and floors and fixtures | 300 | 52 x Year |
| Building 166 | Concrete | Steam Clean Walls and floors and fixtures | 112 | 52 x Year |
| Building 272 | Concrete | Steam Clean Walls and floors and fixtures | 150 | 52 x Year |
| Building 111 Office Areas Pump Station | Concrete | Machine Scrub & Rinse | 324 | 52 x Year |
| Building 111 Lavatory Pump Station | Tile | Machine Scrub & Rinse | 64 | 52 x Year |

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

**SECTION I**

**MISCELLANEOUS CLEANING**

BUILDING #260
OTHER BUILDINGS
AND OTHER DESIGNATED AREAS

## MISCELLANEOUS CLEANING

### BUILDING #260

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| 1st Floor Entrance | Glass Windows & Doors | Wash Inside and Outside | 256 | 52 x Year |
| Offices, 1st Floor, 2nd Floor and 3rd Floor | Glass Windows, Aluminum Frames and Mullions | Wash & Rinse Interior Glass and Aluminum | 4,280 | 6 x Year |
| Offices, 1st Floor, 2nd Floor and 3rd Floor | Glass Windows, Aluminum Frames and Mullions | Wash & Rinse Exterior Glass and Aluminum | 4,280 | 4 x Year |
| **MODULAR OFFICES** | | | | |
| Lobbies | Side Partition Glass | Wash Inside Only | 576 | 52 x Year |
| Lobbies | Glass Panels and Side Partition Glass | Wash Outside Only | 1,536 | 12 x Year |
| Lobbies | Glass Panels Weather Proof Enclosure | Wash Both Sides | 9,000 | 4 x Year |
| Lobbies | Office Doors | Spot Wash Outside Only | 576 | 52 x Year |
| Building 111 Office | Window Glass | Wash Inside and Outside | 64 | 52 x Year |
| **MODULAR BUILDINGS** | | | | |
| Lobbies 1160 1170 1180 | Various | Thorough Cleaning | 1,296 | 250 x Year |

### BUILDING #260

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| **2nd Floor** | | | | |
| Offices | Various | Thorough Cleaning | 4,004 | 250 x Year |
| Lavatories | Various | Thorough Cleaning | 121 | 250 x Year |
| **3rd Floor** | | | | |
| Offices | Various | Thorough Cleaning | 2,638 | 250 x Year |
| Lavatories | Various | Thorough Cleaning | 386 | 250 x Year |
| Kitchen/Lunch Room | Various | Thorough Cleaning | 612 | 250 x Year |
| **1st Floor** | | | | |
| Maintenance Office | Louvers | Clean | 72 | 4 x Year |

## PUBLIC LAVATORIES

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Building 166 | Various | Thorough Cleaning | 300 | 250 x Year |
| Building 276 | Various | Thorough Cleaning | 300 | 250 x Year |
| Building 365 | Various | Thorough Cleaning | 300 | 250 x Year |

## MISCELLANEOUS CLEANING

### BUILDING #260 – EXTERIOR OF BUILDING

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Parking Lots and Compass Street Inclusive* | Various | Police | 120,960 | 250 x Year |

* This area is defined by the south curb of Distribution Street, the north curb of Kellogg Street, the east curb of Corbin Street, and the east curb of Compass Street.

### BUILDING #260

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Maint. Garage | Concrete | Sweep | 11,000 | 250 x Year |
| Elevator Cars | Carpet | Vacuum | 61 | 250 x Year |
| Stairs | Concrete | Sweep | (8 Flights) | 250 x Year |
| Building 111 Office | Various | Thorough Cleaning | 324 | 250 x Year |
| Building 111 | Various | Thorough Cleaning | 64 | 250 x Year |

### BUILDING #111

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Pump Area | Various | Thorough cleaning | 9,600 | 250 x Year |

### MODULAR BUILDINGS 1160, 1170 AND 1180

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Exterior, Front and Rear of Buildings to Fence Line | Various | Policing | 60,000 | 104 x Year |

NEW JERSEY MARINE TERMINALS

CLEANING SPECIFICATIONS

## SECTION II

## ROUTINE CLEANING

SIGN SHOP
(BUILDING 255)

## SECTION II - ROUTINE CLEANING

Monday to Friday - 5 days excluding Port Authority Holidays

This area consists of approximately 1,986 square feet

NOTE - Work must be completed by 11:00 a.m.

DAILY ROUTINE CLEANING

**AREA: Building #255**

A. The following work is to be performed in all areas except lavatories:

1) Empty and damp wipe wastebaskets in all of the above areas. Dispose of trash.

2) Dust desks, chairs, chair rails, tables, counters, window ledges, all horizontal surfaces, door fixtures, files, cabinets, and all miscellaneous equipment in office area.

3) Wash door framework and remove fingerprints from glass entrance doors.

4) Clean and disinfect water coolers in all areas.

5) Dust mop all resilient tile office floors daily footprints. Damp mop footprints. Remove scuffmarks.

6) Damp wipe desk tops.

7) Remove fingerprints, smears, etc. from glass and metal partition walls and glass inserts in all doors by damp wiping..

8) Wash and sanitize lunchroom tables, chairs, refrigerator, sink, stove units and trash receptacles.

9) Mop and rinse lunchroom floor. Avoid splashing.

10) Dust lockers and remove fingerprints. Mop, rinse and sanitize tile floors in locker rooms. Avoid splashing.

11) Remove and dispose of all trash.

12) Police exterior walkway and parking lot from curb to entrance door.

13) Dust all blinds daily.

14) Hand sweep general shop area daily.

B. The following work, where applicable, is to be performed in all lavatory areas, shower rooms and dressing rooms

1. Wash and sanitize sinks, urinals and commodes both inside and outside, including connecting piping.
2. Damp wipe walls and partitions in commode areas.
3. Damp wipe fingerprints from lavatory doors.
4. Wash and sanitize all showers, including stall walls, showerheads, piping or other surfaces.
5. Wash and sanitize mirrors, dispensers, shelves ledges, faucets, and receptacles.
6. Clean and empty all trash or other waste receptacles.
7. Fill and clean all towel soap, paper or other dispensers.
8. Mop, rinse and sanitize tile floors. Avoid splashing.
9. Remove and dispose of trash.

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

**SECTION II**

**FLOOR CLEANING**

SIGN SHOP
(BUILDING #255)

## FLOOR CLEANING

**BUILDING #255**

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Supervisor's Office Plus Security Area | Carpet | Shampoo | 525 | 4 x Year |
| Foreman's Office | Vinyl Tile | Strip and Refinish | 135 | 6 x Year |
| Foreman's Office | Vinyl Tile | Spray Buff | 135 | 46 x Year |
| General Office Area | Vinyl Tile | Strip and Refinish | 297 | 6 x Year |
| General Office Area | Vinyl Tile | Spray Buff | 297 | 46 x Year |
| Lunch Room | Vinyl Tile | Strip and Refinish | 260 | 6 x Year |
| Lunch Room | Vinyl Tile | Spray Buff | 260 | 46 x Year |
| Ladies Shower & Lavatory | Vinyl Tile | Strip and Refinish | 69 | 6 x Year |
| Foyer | Vinyl Tile | Spray Buff | 81 | 46 x Year |
| Foyer | Vinyl Tile | Strip and Refinish | 81 | 6 x Year |
| Stairs and Entrance | Various | Sweep | 22 | 250 x Year |
| Ladies Shower & Lavatory | Vinyl Tile | Spray Buff | 64 | 46 x Year |
| Men's Lavatory | Ceramic Tile | Machine Scrub & Rinse | 191 | 12 x Year |
| Men's Locker Room | Ceramic Tile | Machine Scrub & Rinse | 319 | 12 x Year |
| Men's Shower Room | Ceramic Tile | Machine Scrub & Rinse | 78 | 12 x Year |
| Computer Office Area | Vinyl Tile | Spray Buff | 330 | 46 x Year |
| Computer Office Area | Vinyl Tile | Strip and Refinish | 30 | 6 x Year |
| Computer Office Area | Windows | Wash and Rinse | 54 | 52 x Year |
| Computer Office Area | Walls | Wash and Rinse | 376 | 4 x Year |

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

**SECTION II**

**WALL CLEANING**

SIGN SHOP
(BUILDING #255)

## WALL CLEANING

**BUILDING #255**

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Supervisor's Office Plus Security Area | Wallpaper | Wash and Rinse | 356 | 1 x Year |
| Foreman's Office #1 | Painted | Wash and Rinse | 208 | 1 x Year |
| Foreman's Office #2 | Painted | Wash and Rinse | 256 | 1 x Year |
| General Office Area | Painted & Vinyl | Wash and Rinse | 580 | 1 x Year |
| General Office Area | Panel | Dust and Polish | 108 | 1 x Year |
| Locker Room | Painted | Wash and Rinse | 424 | 1 x Year |
| Ladies Shower & Lavatory | Painted | Wash and Rinse | 288 | 1 x Year |
| Men's Lavatory | Painted | Wash and Rinse | 528 | 1 x Year |
| Men's Locker Room | Painted | Wash and Rinse | 608 | 1 x Year |
| Men's Shower & Lavatory | Painted | Wash and Rinse | 304 | 1 x Year |

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

**SECTION II**

**CEILING CLEANING**

SIGN SHOP
(BUILDING #255)

## CEILING CLEANING

**BUILDING #255**

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Men's Lavatory | Painted | Dust | 200 | 1 x Year |
| Men's Shower Room | Painted | Dust | 78 | 1 x Year |

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

**SECTION II**

**MISCELLANEOUS CLEANING**

SIGN SHOP
(BUILDING #255)

## MISCELLANEOUS CLEANING

**BUILDING #255**

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Supervisor's Office | Glass Windows & Frames | Wash and Rinse | 270 | 4 x Year |
| Foreman's Office #1 | Glass Windows & Frames | Wash and Rinse | 40 | 12 x Year |
| Lunch Room | Glass Windows & Frames | Wash and Rinse | 140 | 12 x Year |
| Vestibule | Glass Windows & Frames | Wash and Rinse | 288 | 12 x Year |
| Supervisor's Office | Blinds | Wash and Dry | 120 | 1 x Year |
| Foreman's Office #1 | Blinds | Wash and Dry | 40 | 1 x Year |

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

**SECTION III**

POLICE AREA – Building 260
POLICE DOG FACILITY – Building 270 & Building 1170 Unit #6

**PRIOR TO CLEANING THIS AREA, CONTACT MUST BE MADE WITH THE POLICE DESK AT PORT NEWARK.**

## MISCELLANEOUS CLEANING

### BUILDING #260 – Police Area

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| **POLICE AREA*** | | | | |
| Office<br>Common Area | Various | Thorough Cleaning | 1,410 | 104 x Year |
| **POLICE AREA*** | | | | |
| Lavatories and Locker Rooms | Various | Thorough Cleaning | 901 | 104 x Year |

* These areas are to be cleaned each Saturday and Sunday between the hours of 2:00 p.m. and 4:00 p.m.

### PORT AUTHORITY POLICE DOG KENNELS - BUILDING #270

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Office | Various | Thorough Cleaning | 384 | 730 x Year** |
| Lavatories | Various | Thorough Cleaning | 198 | 730 x Year |
| Locker Room | Various | Thorough Cleaning | 168 | 730 x Year |
| Kennel/Dog Bath Area | Various | Thorough Cleaning | 357 | 730 x Year |
| Dog Bath Area #2 | Various | Thorough Cleaning | 168 | 730 x Year |
| Training Area | Various | Thorough Cleaning | 2,500 | 730 x Year |
| Lunch Room & Foyer | Various | Thorough Cleaning | 252 | 730 x Year |
| Kennel/Dog Bath Area | Vinyl Tile | Strip and Refinish | 357 | 12 x Year |
| Kennel/Dog Bath Area | Vinyl Tile | Spray Buff | 357 | 26 x Year |
| Exterior Yard | Asphalt | Police | 10,000 | 52 x Year |

### BUILDING #260 – POLICE AREA

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Police Areas | Vinyl Tile | Strip and Refinish | 2,966 | 6 x Year |
| Police Areas | Vinyl Tile | Spray Buff | 2,966 | 46 x Year |
| Men's Locker Room Lavatory | Ceramic Tile | Machine Scrub & Rinse | 209 | 52 x Year |
| Women's Locker Room | Ceramic Tile | Machine Scrub & Rinse | 108 | 52 x Year |
| Police Area | Carpet | Shampoo | 1,500 | 6 x Year |
| Police Area | Paint | Wash and Rinse | 10,314 | 2 x Year |

** All areas marked 730 x year shall be cleaned twice each day inclusive of weekends and holidays. Cleaning shall be performed between 6:00 a.m. and 6:00 p.m.

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

## SECTION IV

## THOROUGH AND MISCELLANEOUS CLEANING

ENGINEERING OFFICES

## MISCELLANEOUS CLEANING

## MARLIN AND KELLOGG STS.

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Offices | Various | Thorough Cleaning | 2,710 | 250 x Year |
| Lavatories | Various | Thorough Cleaning | 160 | 250 x Year |
| Offices | Glass – Inside & Outside | Wash and Rinse | 720 | 4 x Year |

**NEW JERSEY MARINE TERMINALS**

**CLEANING SPECIFICATIONS**

## SECTION IV

## WALL CLEANING

ENGINEERING OFFICES

## WALL CLEANING

**ENGINEERING OFFICES**
**MARLIN AND KELLOGG STS.**

| Area | Type of Surfaces | | Sq. Ft. | Frequency of Cleaning |
|---|---|---|---|---|
| Offices | Painted | Wash and Rinse | 3,614 | 1 x Year |
| Lavatories | Painted | Wash and Rinse | 648 | 1 x Year |

## Engineer's Trailer Extension

| Area | Type of Surface | | Sq. Ft. or Qty. | Frequency of Cleaning |
|---|---|---|---|---|
| Women's lavatory | Vinyl Tile | Spray buff | 64 | 24 x Year |
| Women's lavatory | Vinyl Tile | Strip and Refinish | 64 | 3 x Year |
| Women's lavatory | Light Fixture | Wash | 1 | 1 x Year |
| Women's lavatory | Louver | Wash | 1 | 1 x Year |
| Men's lavatory | Vinyl Tile | Spray buff | 200 | 24 x Year |
| Men's lavatory | Vinyl Tile | Strip and Refinish | 200 | 3 x Year |
| Men's lavatory | Light Fixture | Wash | 3 | 1 x Year |
| Men's lavatory | Louver | Wash | 2 | 1 x Year |
| Men's lavatory | Shower | Disinfect | 1 | 104 x Year |
| Common Area | Vinyl Tile | Spray buff | 1210 | 24 x Year |
| Common Area | Vinyl Tile | Strip and Refinish | 1210 | 3 x Year |
| Common Area | Light Fixture | Wash | 12 | 1 x Year |
| Common Area | Louver | Wash | 12 | 1 x Year |
| Conference Room | Vinyl Tile | Spray buff | 480 | 24 x Year |
| Conference Room | Vinyl Tile | Strip and Refinish | 480 | 3 x Year |
| Conference Room | Light Fixture | Wash | 6 | 1 x Year |
| Conference Room | Louver | Wash | 12 | 1 x Year |
| Entrance Foyer | Vinyl Tile | Spray buff | 525 | 24 x Year |
| Entrance Foyer | Vinyl Tile | Strip and Refinish | 525 | 3 x Year |
| Entrance Foyer | Light Fixture | Wash | 8 | 1 x Year |
| Entrance Foyer | Louver | Wash | 9 | 1 x Year |
| Windows | Glass | Wash and Rinse | 35 | 12 x Year |
| Thorough cleaning<br>Daily Monday to Friday exclusive of holidays between 1:00 PM and 3:30 PM | | Thorough cleaning | 5025 | 250 x Year |

## PART III COST PROPOSAL FORM

1. Entry of Prices

   a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.

   b. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

   c. Prices must be submitted for each Item required on the Cost Proposal Form.

   d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Annual Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.

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

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

   g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year.

NOTE: All prices shall include, but not be limited to the cost of materials, supplies, equipment and other such items, including, but not limited to those items listed on the Calculation of Hourly Rate Form attached to this Proposal.

ATTACHMENT B

PART III (A) - COST PROPOSAL FORM

## SECTION I - BUILDING #260 AND ASSOCIATED AREAS

## ROUTINE AND PERIODIC CLEANING

## FIRST YEAR

| | Lump Sum Price 1st Year |
|---|---|
| Building #260 and Associated Areas | $_____ |

## COST PROPOSAL FORM

## FIRST YEAR

## BUILDING #260

| | Estimated Annual Hours | | Unit Price Per Hour | | Estimated Annual Price |
|---|---|---|---|---|---|
| First Year | | | | | |
| Snow Removal | 2,000 | X | $_____ | = | $_____ |
| Policing Auto Marine Terminals | 1,664 | X | $_____ | = | $_____ |
| Guard Booth Cleaning | 416 | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- FIRST YEAR $_____
(Sum of All Above)

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

### SECTION I - BUILDING #260 AND ASSOCIATED AREAS

**FIRST YEAR**

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police | 100 Hours | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Public Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Sweep Stairs | 10 Flights | X | $_____ | = | $_____ |
| Dust and Polish Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- FIRST YEAR $_____

## FIRST YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

| | |
|---|---|
| Estimated Annual Price Routine And Periodic Cleaning- First Year | $_____ |
| Estimated Annual Price Extraordinary Cleaning- First Year | $_____ |
| Total Estimated Contract Price Building 260 and Associated Areas – First Year | $_____(a) |

**ATTACHMENT B**

## PART III (A) - COST PROPOSAL FORM

### SECTION I - BUILDING #260 AND ASSOCIATED AREAS

### ROUTINE AND PERIODIC CLEANING

### SECOND YEAR

| | Lump Sum Price 2nd Year |
|---|---|
| Building #260 and Associated Areas | $_____ |

COST PROPOSAL FORM

**SECOND YEAR**

**BUILDING #260**

| | Estimated Annual Hours | | Price Per Hour | | Estimated Annual Price |
|---|---|---|---|---|---|
| First Year | | | | | |
| Snow Removal | 2,000 | X | $_____ | = | $_____ |
| Policing Auto Marine Terminals | 1,664 | X | $_____ | = | $_____ |
| Guard Booth Cleaning | 416 | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- SECOND YEAR $_____
(Sum of All Above INCLUDING LUMP SUM)

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

### SECTION I - BUILDING #260 AND ASSOCIATED AREAS

**SECOND YEAR**

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police | 100 Hours | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Public Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Sweep Stairs | 10 Flights | X | $_____ | = | $_____ |
| Dust and Polish Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- SECOND YEAR $_____

## SECOND YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

| | |
|---|---|
| Estimated Annual Price Routine And Periodic Cleaning- Second Year | $_____ |
| Estimated Annual Price Extraordinary Cleaning- Second Year | $_____ |
| Total Estimated Contract Price Building 260 and Associated Areas – Second Year | $_____(b) |

## SECTION I - BUILDING #260 AND ASSOCIATED AREAS

## ROUTINE AND PERIODIC CLEANING

## THIRD YEAR

| | Lump Sum Price 3rd Year |
|---|---|
| Building #260 and Associated Areas | $_____ |

COST PROPOSAL FORM

**THIRD YEAR**

**BUILDING #260**

| | Estimated Annual Hours | | Price Per Hour | | Estimated Annual Price |
|---|---|---|---|---|---|
| First Year | | | | | |
| Snow Removal | 2,000 | X | $_____ | = | $_____ |
| Policing Auto Marine Terminals | 1,664 | X | $_____ | = | $_____ |
| Guard Booth Cleaning | 416 | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE ROUTINE AND PERIODIC CLEANING- THIRD YEAR $_____
(Sum of All Above INCLUDING LUMP SUM)

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

### SECTION I - BUILDING #260 AND ASSOCIATED AREAS

**THIRD YEAR**

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police | 100 Hours | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Public Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Sweep Stairs | 10 Flights | X | $_____ | = | $_____ |
| Dust and Polish Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING- THIRD YEAR $_____

## THIRD YEAR SUMMARY BUILDING 260 AND ASSOCIATED AREAS

| | |
|---|---|
| Estimated Annual Price Routine And Periodic Cleaning- Third Year | $_____ |
| Estimated Annual Price Extraordinary Cleaning- Third Year | $_____ |
| Total Estimated Price Building 260 and Associated Areas – Third Year | $_____(c) |

**SUMMARY BUILDING 260**
**AND ASSOCIATED AREAS**
**SECTION I**

Total Estimated Price Building 260
and Associated Areas – First Year $_____(a)

Total Estimated Price Building 260
and Associated Areas – Second Year $_____(b)

Total Estimated Price Building 260
and Associated Areas – Third Year $_____(c)

Total Estimated Contract Price Building 260 and Associated Areas $_____(d)

## COST PROPOSAL FORM

## SECTION II – SIGN SHOP

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 1st Year |
|---|---|
| Sign Shop | $_____ |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION II - SIGN SHOP

### FIRST YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $_____(e)

## COST PROPOSAL FORM

## SECTION II – SIGN SHOP

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 2nd Year |
|---|---|
| Sign Shop | $_____ |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION II - SIGN SHOP

### SECOND YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $_____(f)

## COST PROPOSAL FORM

## SECTION II – SIGN SHOP

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 3rd Year |
|---|---|
| Sign Shop | $_____ |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

## SECTION II - SIGN SHOP

### THIRD YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $_____(g)

**SUMMARY SIGN SHOP**
**SECTION II**

Total Estimated Price Sign Shop – First Year $_____(e)

Total Estimated Price Sign Shop – Second Year $_____(f)

Total Estimated Price Sign Shop –Third Year $_____(g)

Total Estimated Contract Price Sign Shop $_____(h)

## COST PROPOSAL FORM

## SECTION III – POLICE AREAS

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 1st Year |
|---|---|
| Police Areas | $_____ |

## COST PROPOSAL FORM

## EXTRAORDINARY WORK

## SECTION III - POLICE AREAS

### FIRST YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police | 100 Hours | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |
| Kennel Bath Area | 1,000 Sq. Ft. | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $_____(i)

## COST PROPOSAL FORM

## SECTION III – POLICE AREAS

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price<br>2nd Year |
|---|---|
| Police Areas | $_____ |

## COST PROPOSAL FORM

## EXTRAORDINARY WORK

## SECTION III - POLICE AREAS

### SECOND YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police | 100 Hours | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |
| Kennel Bath Area | 1,000 Sq. Ft. | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - SECOND YEAR $_____(j)

## COST PROPOSAL FORM

## SECTION III – POLICE AREAS

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price<br>3rd Year |
|---|---|
| Police Areas | $_____ |

## COST PROPOSAL FORM

## EXTRAORDINARY WORK

## SECTION III - POLICE AREAS

### THIRD YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police | 100 Hours | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lounges | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |
| Kennel Bath Area | 1,000 Sq. Ft. | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - THIRD YEAR $_____(k)

## SUMMARY POLICE AREAS
## SECTION III

Total Estimated Price Police Areas – First Year $_____(i)

Total Estimated Price Police Areas – Second Year $_____(j)

Total Estimated Price Police Areas –Third Year $_____(k)

Total Estimated Contract Price Police Areas $_____(l)

## COST PROPOSAL FORM
## SECTION IV – ENGINEER'S OFFICE

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price 1st Year |
|---|---|
| Engineer's Office | $_____ |

## CONTRACTOR'S PRICE SHEET

## EXTRAORDINARY WORK

### SECTION IV - ENGINEER'S OFFICE

**FIRST YEAR**

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING - FIRST YEAR $_____(m)

## COST PROPOSAL FORM
## SECTION IV – ENGINEER'S OFFICE

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price<br>2nd Year |
|---|---|
| Engineer's Office | $_____ |

## CONTRACTOR'S PRICE SHEET

## EXTRAORDINARY WORK

### SECTION IV - ENGINEER'S OFFICE

**SECOND YEAR**

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – SECOND YEAR $_____(n)

## COST PROPOSAL FORM
## SECTION IV – ENGINEER'S OFFICE

## ROUTINE AND PERIODIC CLEANING

| | Lump Sum Price<br>3rd Year |
|---|---|
| Engineer's Office | $_____ |

## COST PROPOSAL FORM
## EXTRAORDINARY WORK

### SECTION IV - ENGINEER'S OFFICE

### THIRD YEAR

| | Estimated Annual Square Foot/ Hour/Each | | Unit Price Per Square Foot/Hour Each | | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip & Refinish | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Seal | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Vacuum Carpet | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wet Mop Floors | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash Walls | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Light Fixtures | 200 Each | X | $_____ | = | $_____ |
| Vacuum Ceiling | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash and Rinse Glass | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Offices | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Lavatories | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Kitchens/Lunch Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning Locker Rooms | 1,000 Sq. Ft. | X | $_____ | = | $_____ |
| Lightly Rinse Blinds | 10 Each | X | $_____ | = | $_____ |

ESTIMATED ANNUAL PRICE EXTRAORDINARY CLEANING AND LUMP SUM ROUTINE AND PERIODIC CLEANING – THIRD YEAR $_____(o)

## SUMMARY ENGINEER'S OFFICE
## SECTION IV

Total Estimated Price Engineer's Office – First Year $_____(m)

Total Estimated Price Engineer's Office – Second Year $_____(n)

Total Estimated Price Engineer's Office –Third Year $_____(o)

Total Estimated Contract Price Engineer's Office $_____(p)

## COST PROPOSAL FORM

Total Estimated Contract Price Building 260 and Associated Areas $_____(d)

Total Estimated Contract Price Sign Shop $_____(h)

Total Estimated Contract Price Police Areas $_____(l)

Total Estimated Contract Price Engineer's Office $_____(p)

Total Estimated Contract Price (Three Years) $_____
(Sum of d+h+l+p)

## PART III (B) CALCULATION OF AVERAGE HOURLY RATE FORM

## INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

**Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract.**

**Nothing in the forms shall modify the requirements of the clause entitled, "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.**

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS

Cleaner

Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

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

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Two

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

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

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

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

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

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

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year One

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

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

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

GENERAL CLEANING AT THE NEW JERSEY MARINE TERMINALS
Lead Cleaner
Year Three

ITEM #1 MINIMUM DIRECT HOURLY WAGE $_____ item 1

ITEM# 2
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #3
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #4
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |

SUB TOTAL (ITEMS # 2, 3 & 4) $_____ sub total 2, 3 & 4

ITEM #5
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

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

ITEM #6
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |

RELIEF $_____

ROLL CALL $_____

OTHER COMPONENTS NOT SPECIFIED ABOVE $_____

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS # 2, 3, 4, 5 & 6) $_____

## STANDARD CONTRACT TERMS AND CONDITIONS


**PART I GENERAL DEFINITIONS** ..... 3

**PART II GENERAL PROVISIONS** ..... 4

1. Facility Rules and Regulations of The Port Authority ..... 4
2. Contractor Not An Agent ..... 5
3. Contractor's Warranties ..... 6
4. Personal Non-Liability ..... 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination ..... 6
6. Rights and Remedies of the Port Authority ..... 6
7. Rights and Remedies of the Contractor ..... 6
8. Submission To Jurisdiction ..... 7
9. Harmony ..... 7
10. Claims of Third Persons ..... 8
11. No Third Party Rights ..... 8
12. Provisions of Law Deemed Inserted ..... 8
13. Costs Assumed By The Contractor ..... 8
14. Default, Revocation or Suspension of Contract ..... 11
15. Sales or Compensating Use Taxes ..... 11
16. No Estoppel or Waiver ..... 11
17. Records and Reports ..... 12
18. General Obligations ..... 14
19. Assignments and Subcontracting ..... 14
20. Indemnification and Risks Assumed By The Contractor ..... 15
21. Approval of Methods ..... 15
22. Safety and Cleanliness ..... 15
23. Accident Reports ..... 15
24. Trash Removal ..... 16
25. Lost and Found Property ..... 16
26. Property of the Contractor ..... 16
27. Modification of Contract ..... 16
28. Invalid Clauses ..... 16
29. Approval of Materials, Supplies and Equipment ..... 17
30. Intellectual Property ..... 17
31. Contract Records and Documents – Passwords and Codes ..... 17
32. High Security Areas ..... 18
33. Notification of Security Requirements ..... 19
34. Construction In Progress ..... 19
35. Permit-Required Confined Space Work ..... 19
36. Signs ..... 19
37. Vending Machines, Food Preparation ..... 19
38. Non-Publication ..... 19
39. Time is of the Essence ..... 19
40. Holidays ..... 20
41. Personnel Standards ..... 20
42. General Uniform Requirements for Contractor's Personnel ..... 20
43. Labor, Equipment and Materials Supplied by the Contractor ..... 21
44. Contractor's Vehicles – Parking - Licenses ..... Page 1 of 27

45. Manager's Authority ..... 21
46. Price Preference ..... 21
47. M/WBE Good Faith Participation ..... 21

**PART III CONTRACTOR'S INTEGRITY PROVISIONS ..... 23**

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information ..... 23
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees ..... 23
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 ..... 25
4. No Gifts, Gratuities, Offers of Employment, Etc. ..... 25
5. Conflict of Interest ..... 26
6. Definitions ..... 26

# STANDARD CONTRACT TERMS AND CONDITIONS

## PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART II GENERAL PROVISIONS

**1. Facility Rules and Regulations of The Port Authority**

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

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

**2. Contractor Not An Agent**

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

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

**3. Contractor's Warranties**

The Contractor represents and warrants:

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

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

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

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

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

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

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

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

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

4. **Personal Non-Liability**

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

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

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

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

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

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

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

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

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

d. The right to money damages.

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

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

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

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

8. **Submission To Jurisdiction**

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

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

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

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

**9. Harmony**

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

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

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

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

**10. Claims of Third Persons**

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

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

**11. No Third Party Rights**

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

**12. Provisions of Law Deemed Inserted**

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

**13. Costs Assumed By The Contractor**

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

**14. Default, Revocation or Suspension of Contract**

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

**15. Sales or Compensating Use Taxes**

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

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

**16. No Estoppel or Waiver**

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

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

**17. Records and Reports**

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

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

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

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

**18. General Obligations**

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

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

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

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

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

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

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

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

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

of any of its personnel who may be injured.

**19. Assignments and Subcontracting**

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

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

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

**20. Indemnification and Risks Assumed By The Contractor**

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

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

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

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

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

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or

alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

**21. Approval of Methods**

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

**22. Safety and Cleanliness**

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

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

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

**23. Accident Reports**

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

**24. Trash Removal**

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and

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

**25. Lost and Found Property**

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

**26. Property of the Contractor**

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

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

**27. Modification of Contract**

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

**28. Invalid Clauses**

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

**29. Approval of Materials, Supplies and Equipment**

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

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

## 30. Intellectual Property

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

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

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

## 31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

## 32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

## 33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

## 34. Construction In Progress

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

## 35. Permit-Required Confined Space Work

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

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

## 36. Signs

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

## 37. Vending Machines, Food Preparation

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

## 38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

## 39. Time is of the Essence

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

## 40. Holidays

The following holidays will be observed at the Site:

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

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

**41. Personnel Standards**

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

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

**42. General Uniform Requirements for Contractor's Personnel**

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

**43. Labor, Equipment and Materials Supplied by the Contractor**

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

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

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

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

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

**44. Contractor's Vehicles – Parking - Licenses**

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

**45. Manager's Authority**

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

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

**46. Price Preference**

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

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

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

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

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

**47. M/WBE Good Faith Participation**

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

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

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

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

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business and Job Opportunity, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business and Job Opportunity, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

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

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will

take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

## PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business,

has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

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

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

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

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

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

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

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed,

the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

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

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

**5. Conflict of Interest**

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

**6. Definitions**

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

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

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

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

## ATTACHMENT C- PROPOSER REFERENCE FORM

Name of Proposer:_____

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary.

Include the following information for each reference:

Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date(s):_____
Contract cost:_____
Description of work:
_____
_____
_____

Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date(s):_____
Contract cost:_____
Description of Work:
_____
_____
_____

Customer Name:_____
Address:_____
Contact Name and Title:_____
Phone and Fax Numbers of Contact:_____
Contract date (s):_____
Contract cost:_____
Description of work:_____

## ATTACHMENT D- M/WBE PARTICIPATION PLAN

PA 3749 B/ 08-07

# PROCUREMENT
# M/WBE PARTICIPATION PLAN

PAGE _____ OF _____

**THE PORT AUTHORITY OF NY & NJ**
**Office of Business and Job Opportunity**

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

**Purchase Order #:** _____
**Proposer/Bidder Name:** _____
**Mailing Address:** _____
**Telephone Number:** _____

**Contract Description:** _____

**Contract Amount:** _____

**Contract Goals:** MBE _____ WBE _____

| Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person) | Indicate MBE or WBE | Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install." | Anticipated date work will start and finish | Approximate $ amount of M/WBE Subcontract | M/WBE % of Total Contract Amount |
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| | | | **TOTAL:** | | |

**Signature of Contractor:** _____

**Print Name:** _____

**Title:** _____ **Date** _____

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

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

# INSTRUCTIONS

**PROPOSER INSTRUCTIONS:** In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 7. Proposal Submission Requirements.

**BIDDER INSTRUCTIONS:** In accordance with Part VI of the contract book, the bidder shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

**MANAGER/DESIGNEE INSTRUCTIONS:** After a review of the submitted M/WBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

## ATTACHMENT E- STATEMENT OF SUBCONTRACTOR PAYMENTS

## INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of Subcontractor Payments form, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

PA 3749 C/ 8-07

**THE PORT AUTHORITY OF NY & NJ**
**Office of Business and Job Opportunity**

# PROCUREMENT
# M/WBE PARTICIPATION PLAN
# MODIFIED



**Purchase Order #:** _____

**Contractor Name:** _____

**Mailing Address:** _____

**Telephone Number:** _____

**Contract Description:** _____

_____

**Contract Amount:** _____

**Contract Goals:** **MBE** _____ **WBE** _____

| Name, Address, Phone Number of PA Certified MBE/WBE subcontractor (including name of contact person) | Indicate MBE or WBE | Description of Work, Services to be provided. Where applicable, specify "supply" or "install or both "supply" and "install." | Anticipated date work will start and finish | Approximate $ amount of M/WBE Subcontract | M/WBE % of Total Contract Amount |
|---|---|---|---|---|---|
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| | | | **TOTAL:** | | |

**Signature of Contractor:** _____

**Print Name:** _____

**Title:** _____ **Date** _____

FOR OBJO USE ONLY

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected

Reviewed by: _____
OBJO Business Development Representative

Print Name: _____ Date _____

**Distribution: Original – OBJO; Copy 2 –Manager, Line/Facility Department; Copy 3 – Contractor, Copy 4 – Procurement Dept – Award File**

# INSTRUCTIONS

**CONTRATOR INSTRUCTIONS FOR RFP's:** In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 7. Proposal Submission Requirements.

**CONTRATOR INSTRUCTIONS FOR BIDS:** In accordance with Part IV of the contract book, the contractor shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

**MANAGER/DESIGNEE INSTRUCTIONS:** After a review of the submitted MBE/WBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the MBE/WBE Participation Plan review.

In the event that modification to the M/WBE Participation Plan is made after award, this form shall be submitted to the Manager or Designee within 10 days of the modification.

## Attachment -G Certified Environmentally Preferable Products / Practices

Bidder/Proposer
Company Name: _____ Date: _____

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders/Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible.

Bidders/Proposers **must** complete this form and submit it with their response, if appropriate.

Bidders/Proposers **must** submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

**1. Packaging**

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

____ Use of corrugated materials that exceed the required minimum of 35% post-consumer recycled content

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

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

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

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

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

**2. Business Practices / Operations / Manufacturing**

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

____ Recycles materials in the warehouse or other operations

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

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

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

____ Other sustainable initiative

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

**3. Training and Education**

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

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

**4. Certifications**

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

____ ISO 14000 or adopted some other equivalent environmental management system

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

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

**If yes, Bidders/Proposers must attach copies of the certificates obtained.**

**5. Other Environmental Criteria**

Bidders/Proposers are encouraged to respond to criteria specifically indicated in this Bid/RFP as "desirable environmental criteria" (and attach the appropriate documentation) to receive consideration in the evaluation.

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

_____ Name _____ Date

(Sample Statement)

**EXHIBIT I**

**XYZ COMPANY - Contract # _____**

***WAGE and BENEFITS STATEMENT***

***Period Covered: June 1, xxxx to November 30, xxxx***

| | Job Class 1 | Job Class 2 | Job Class 3 | Job Class 4 | Job Class 5 |
|---|---|---|---|---|---|
| ***DIRECT WAGES*** | | | | | |
| Straight-Time Wages | $330,000.00 | $250,000.00 | $ 90,000.00 | | |
| Shift Differential | 2,000.00 | - | - | | |
| **Total Direct Wages** | $332,000.00 | $250,000.00 | $ 90,000.00 | | |
| ***HEALTH BENEFITS*** | | | | | |
| Health/Welfare | $ 63,900.00 | $ 50,000.00 | $ 40,000.00 | | |
| Dental | 1,000.00 | 1,000.00 | 1,000.00 | | |
| **Total Health Benefits** | $ 64,900.00 | $ 51,000.00 | $ 41,000.00 | | |
| ***SUPPLEMENTAL BENEFITS*** | | | | | |
| Holiday | $ 9,500.00 | $ 8,000.00 | $ 9,500.00 | | |
| Vacation | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Sick | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Personal | 1,000.00 | 1,000.00 | 1,000.00 | | |
| Jury Duty / Bereavement | - | 500.00 | - | | |
| Bonus | 13,600.00 | 10,000.00 | 13,600.00 | | |
| Pension / 401K | 12,500.00 | 12,000.00 | 12,500.00 | | |
| Other (please *specify*) | - | - | - | | |
| Other (please *specify*) | - | - | - | | |
| **Total Supplemental Benefits** | $ 44,600.00 | $ 37,500.00 | $ 44,600.00 | | |
| ***HOURS*** | | | | | |
| Straight-Time Hours | 26,600.00 | 15,000.00 | 5,500.00 | | |
| Add: Roll Call Time, *if applicable* * | 550.00 | 550.00 | 550.00 | | |
| Less: Relief Time, *if applicable* * | (500.00) | (500.00) | (500.00) | | |
| Less: Meal Time, *if applicable* * | - | - | - | | |
| **Total Hours Worked** | 26,650.00 | 15,050.00 | 5,550.00 | | |

*Note:*
*Details by month and by employee must be available and may be submitted with this statement.*

* If Straight-Time hours already include Roll Call or exclude Meal & Relief time no adjustments are necessary.

| | | | | | |
|---|---|---|---|---|---|
| ***COMPARISON*** | | | | | |
| **AVERAGE HOURLY DIRECT WAGE** | $ 12.46 | $ 16.61 | $ 16.22 | | |
| **CONTRACT REQUIREMENTS** | $ 12.75 | $ 13.27 | $ 15.43 | | |
| **Difference** | $ (0.29) | $ 3.34 | $ 0.79 | | |
| **AVERAGE HOURLY HEALTH BENEFITS** | $ 2.44 | $ 3.39 | $ 7.39 | | |
| **CONTRACT REQUIREMENTS** | $ 3.00 | $ 3.00 | $ 3.00 | | |
| **Difference** | $ (0.56) | $ 0.39 | $ 4.39 | | |
| **AVERAGE HOURLY SUPPLEMENTAL BENEFITS** | $ 1.67 | $ 2.49 | $ 8.04 | | |
| **CONTRACT REQUIREMENTS** | $ 1.65 | $ 2.49 | $ 7.00 | | |
| **Difference** | $ 0.02 | $ 0.00 | $ 1.04 | | |
| **MINIMUM SALARIES** (If Applicable) | | | | | |
| **SALARIES PAID** | | | | $ 33,375.00 | $ 42,777.00 |
| **CONTRACT REQUIREMENTS** | | | | $ 33,375.00 | $ 40,600.00 |
| **Difference** | | | | $ - | $ 2,177.00 |

**All employees received the minimum hourly health requirements as set forth in the letter of acceptance.** ☐ **Yes** ☐ **No** **

**All employees were paid the minimum hourly wage as required in the contract.** ☐ **Yes** ☐ **No** **

** A listing of names and rates paid for all employees who did not meet the requirement is attached

***Statement Certified by:*** _____

*Print Name & Title Above*

_____

*Signature* *Date*

THE PORT AUTHORITY OF NY & NJ

Andrea Roitman
Director, Procurement

May 21, 2007

**OVERNIGHT MAIL AND VIA FAX (201) 883-1212**

Ricardo Lopez, Vice President, Chief Operating Officer
Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 17601

**RE: GENERAL CLEANING AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGER 11, POLICE EMERGENCY GARAGE AND BUILDING 84; PROPOSAL # 11223; CONTRACT #460006756; PO #4500051822**

Dear Mr. Lopez:

The Port Authority of New York and New Jersey ("The Port Authority" or "the Authority") hereby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with Cristi Cleaning Service Corp., ("the Contractor") for the performance of the services under the above-referenced Contract

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

1. this Letter of Acceptance.

2. the Contractor's Best and Final Offer dated February 8, 2007 and February 16, 2007.

3. the Contractor's response to the Port Authority's Request for Clarification dated January 30, 2007.

4. the following sections of the Contractor's Proposal dated January 16, 2007: Section B - Executive Summary; Section F – Attachment C – Calculation of Hourly Rates; Staffing Plan, Management Plan/Approach, Technical Expertise; Section F.3.C - Qualification Requirements of Key Personnel; Section F. 3. D. - Technical Expertise and Experience; Section F.3.E – Identity Check/Background Cleaning.

5. the Port Authority's Request for Proposal (RFP) entitled "General Cleaning at LaGuardia Airport Marine Air Terminal, Hanger 7, Hanger 11, Police Emergency

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 3981

Garage and Building 84" and Addenda #1, #2 , #3, #4, #5, #6 and #7 thereto issued by the Port Authority.

This Agreement shall be in effect for a three (3) year period commencing on August 1, 2007 and terminating on July 31, 2010 subject to earlier termination or extension as provided in the Agreement. For payment, invoicing and administrative purposes, Purchase Order #4500051822 will be assigned to the Contract.

If you are in agreement with the above, please indicate such agreement by signing the duplicate originals of this Letter of Acceptance below and returning both to the attention of Tushi-Roshni Rahman, 7th Floor, at the above address. A copy is enclosed for your records.

Very truly yours,

The Port Authority of New York & New Jersey

By: Andrea Rothman
Title: Director of Procurement Department
Date: 6/1/07

Agreed:
Cristi Cleaning Service Corp

By: _____
Title: President
Date: 5/23/07

*February 8, 2007*

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

RE: *GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE TERMINAL-PROPOSAL #11223; REQUEST FOR BEST AND FINAL OFFER (BAFO)*

*Dear Ms. Whelan:*

*On behalf of Cristi Cleaning Service, I am pleased to inform you that after carefully revising our cost proposal, our Best and Final Offer is as follows.*

| | |
|---|---|
| *A. Estimated Annual Contract Price First Year* | *$1,279,341.75* |
| *B. Estimated Annual Contract Price Second Year* | *$1,314.457.90* |
| *C. Estimated Annual Contract Price Third Year* | *$1,350,463.35* |
| ***Total Estimated Contract Price Three (3) Years*** | ***$3,944,263.00*** |

*If we at Cristi Cleaning Service can be of any further assistance please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.*

*Sincerely,*

*Ricardo López*
*Vice President*

Cristi Cleaning

77 Trinity Place
Hackensack, NJ 07601
p: 201 883 1717
f: 201 883 1212

February 16, 2007

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

RE: GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE TERMINAL-
PROPOSAL #11223; REQUEST FOR BEST AND FINAL OFFER (BAFO)

Dear Ms. Whelan:

Enclosed please find break down sheets for cleaner's hourly rate 2nd and 3rd year and for Supervisor's hourly rate 2nd and 3rd year increase. Also, Attachment B-Part III, Cost Proposal form for second and third year is hereby attached.

Please note that we have increased vacation from 5 days to 10 days for all employees without compromising employees' base salaries. Cristi Cleaning Service will absorb this cost. Also, the head supervisor has a salary difference of $3.57 more per hour.

If we at Cristi Cleaning Service can be of any further assistance please contact us at (201) 883-1717.

Sincerely,

Ricardo Lopez
Vice President

# ATTACHMENT B – PART III

## COST PROPOSAL FORM

## FIRST YEAR

**Routine and Periodic Cleaning**

**Annual Lump Sum Price**

$ 1,252,901.75

| Snow Removal | Estimated Annual No. of Hours | X | Price Per Hour | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Snow Removal/ Flood Response | 600 | x | $19.50 | = | $11,700.00 |
| Training | 120 | x | $15.00 | = | $ 1,800.00 |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | X | Price Per Hours/Sq. Ft/ Item | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Policing/Cleaner Services | 500 hrs. | X | $19.50 per hr. | = | $9,750.00 |
| Spray Buff Vinyl/ Resilient Tile | 16,000 sq. ft. | X | $ 0.01 per sq. ft | = | $ 160.00 |
| Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete | 12,000 sq. ft. | X | $ 0.05 per sq. ft | = | $600.00 |
| Machine Scrub Terrazzo/Concrete | 30,000 sq. ft. | X | $ 0.03 per sq. ft | = | $ 900.00 |
| Wash and Rinse Windows, Glass Surfaces | 5,000 sq. ft. | X | $ 0.05 per sq. ft | = | $ 250.00 |
| Mop Various Floor Surfaces | 15,000 sq.ft. | X | $ 0.01 per sq. ft | = | $ 150.00 |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | X | Price Per Hours/Sq. Ft/ Item | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpeted Floor Surfaces | 12,000 sq. ft. | X | $0.05 per sq. ft | = | $600.00 |
| Vacuum Carpeted Floor Surfaces | 5,000 sq. ft. | X | $0.01 per sq. ft | = | $50.00 |
| Thorough Clean Offices, Lunch Rooms | 5,000 sq.ft. | X | $0.01 per sq. ft | = | $50.00 |
| Thorough Clean Lavatories, Lounges, Locker Rooms | 5,000 sq. ft. | X | $0.01 per sq. ft | = | $50.00 |
| Thorough Clean Escalators | 500 sq. ft. | X | $0.01 per sq. ft | = | $5.00 |
| Wash and Rinse Ceiling Surfaces | 5,000 sq. ft. | X | $0.02 per sq. ft | = | $100.00 |
| Dust Acoustical Tile Ceiling | 500 sq. ft. | X | $0.05 per sq. ft | = | $25.00 |
| Wash and Rinse Vents | 50 items | X | $2.00 per item | = | $100.00 |
| Wash and Rinse Lights/Fixtures | 100 items | X | $1.25 per item | = | $125.00 |
| Thorough Clean Elevators | 1 elevator cab | X | $25.00 per item | = | $25.00 |
| | | | Total Estimated Annual Price | | $ 26,440.00 |

A. Estimated Annual Contract Price First Year $ 1,279,341.75
**(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)**

# ATTACHMENT B – PART III

## COST PROPOSAL FORM

## SECOND YEAR

**1. Routine and Periodic Cleaning** — **Annual Lump Sum Price**

$ 1,268,017.90

| Snow Removal | Estimated Annual No. of Hours | X | Price Per Hour | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Snow Removal/ Flood Response | 600 | x | $ 19.50 | = | $ 11,700.00 |
| Training | 120 | x | $ 15.00 | = | $ 1,800.00 |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | X | Price Per Hours/Sq. Ft/ Item | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Policing/Cleaner Services | 500 hrs. | X | $ 19.50 per hr. | = | $ 9,750.00 |
| Spray Buff Vinyl/ Resilient Tile | 16,000 sq. ft. | X | $ 0.01 per sq. ft | = | $ 160.00 |
| Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete | 12,000 sq. ft. | X | $ 0.05 per sq. ft | = | $ 600.00 |
| Machine Scrub Terrazzo/Concrete | 30,000 sq. ft. | X | $ 0.03 per sq. ft | = | $ 900.00 |
| Wash and Rinse Windows, Glass Surfaces | 5,000 sq. ft. | X | $ 0.05 per sq. ft | = | $ 250.00 |
| Mop Various Floor Surfaces | 15,000 sq.ft. | X | $ 0.01 per sq. ft | = | $ 150.00 |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | X | Price Per Hours/Sq. Ft/ Item | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpeted Floor Surfaces | 12,000 sq. ft. | X | $0.05 per sq. ft | = | $ 600.00 |
| Vacuum Carpeted Floor Surfaces | 5,000 sq. ft. | X | $0.01 per sq. ft | = | $ 50.00 |
| Thorough Clean Offices, Lunch Rooms | 5,000 sq.ft. | X | $0.01 per sq. ft | = | $ 50.00 |
| Thorough Clean Lavatories, Lounges, Locker Rooms | 5,000 sq. ft. | X | $0.01 per sq. ft | = | $ 50.00 |
| Thorough Clean Escalators | 500 sq. ft. | X | $0.01 per sq. ft | = | $ 5.00 |
| Wash and Rinse Ceiling Surfaces | 5,000 sq. ft. | X | $0.02 per sq. ft | = | $ 100.00 |
| Dust Acoustical Tile Ceiling | 500 sq. ft. | X | $0.05 per sq. ft | = | $ 25.00 |
| Wash and Rinse Vents | 50 items | X | $2.00 per item | = | $ 100.00 |
| Wash and Rinse Lights/Fixtures | 100 items | X | $1.25 per item | = | $ 125.00 |
| Thorough Clean Elevators | 1 elevator cab | X | $25.00 per item | = | $ 25.00 |
| | | | Total Estimated Annual Price | | $ 26,440.00 |

A. Estimated Annual Contract Price Second Year $1,314,457.90
**(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)**

# ATTACHMENT B – PART III

## COST PROPOSAL FORM

## THIRD YEAR

**1. Routine and Periodic Cleaning** — **Annual Lump Sum Price**

$1,324,023.35

| | Estimated Annual No. of Hours | X | Price Per Hour | = | Estimated Annual Price |
|---|---|---|---|---|---|
| **Snow Removal** | | | | | |
| Snow Removal/ Flood Response | 600 | x | $19.50 | = | $11,700.00 |
| **Training** | 120 | x | $15.00 | = | $ 1,800.00 |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | X | Price Per Hours/Sq. Ft/ Item | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Policing/Cleaner Services | 500 hrs. | X | $19.50 Per hr. | = | $9,750.00 |
| Spray Buff Vinyl/ Resilient Tile | 16,000 sq. ft. | X | $0.01 per sq. ft | = | $160.00 |
| Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete | 12,000 sq. ft. | X | $0.05 per sq. ft | = | $600.00 |
| Machine Scrub Terrazzo/Concrete | 30,000 sq. ft. | X | $0.03 per sq. ft | = | $900.00 |
| Wash and Rinse Windows, Glass Surfaces | 5,000 sq. ft. | X | $0.05 per sq. ft | = | $250.00 |
| Mop Various Floor Surfaces | 15,000 sq.ft. | X | $0.01 per sq. ft | = | $150.00 |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | X | Price Per Hours/Sq. Ft/ Item | = | Estimated Annual Price |
|---|---|---|---|---|---|
| Shampoo Carpeted Floor Surfaces | 12,000 sq. ft. | X | $0.05 per sq. ft | = | $600.00 |
| Vacuum Carpeted Floor Surfaces | 5,000 sq. ft. | X | $0.01 per sq. ft | = | $50.00 |
| Thorough Clean Offices, Lunch Rooms | 5,000 sq.ft. | X | $0.01 per sq. ft | = | $50.00 |
| Thorough Clean Lavatories, Lounges, Locker Rooms | 5,000 sq. ft. | X | $0.01 per sq. ft | = | $50.00 |
| Thorough Clean Escalators | 500 sq. ft. | X | $0.01 per sq. ft | = | $5.00 |
| Wash and Rinse Ceiling Surfaces | 5,000 sq. ft. | X | $0.02 per sq. ft | = | $100.00 |
| Dust Acoustical Tile Ceiling | 500 sq. ft. | X | $0.05 per sq. ft | = | $ 25.00 |
| Wash and Rinse Vents | 50 items | X | $2.00 per item | = | $ 100.00 |
| Wash and Rinse Lights/Fixtures | 100 items | X | $1.25 per item | = | $ 125.00 |
| Thorough Clean Elevators | 1 elevator cab | X | $25.00 per item | = | $ 25.00 |
| | | | Total Estimated Annual Price | | $26,440.00 |

A. Estimated Annual Contract Price Third Year $ 1,350,463.35
**(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

| | |
|---|---|
| **A. Estimated Annual Contract Price First Year** | $1,279,341.75 |
| **B. Estimated Annual Contract Price Second Year** | $1,314,457.90 |
| **C. Estimated Annual Contract Price Third Year** | $1,350,463.35 |
| **Total Estimated Contract Price Three (3) Years** | $3,944,263.00 |

PROPOSER NAME: CRISTI CLEANING SERVICE

# CALCULATION OF HOURLY RATE
## GENERAL CLEANING
## AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
## CLEANER
2ND YEAR

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| **ITEM #1** **DIRECT WAGES** | $ 12.67 | |
| **ITEM #2** **SUPPLEMENTAL BENEFITS** **(ITEMS NOT REQUIRED BY LAW)** | | |
| HOLIDAY ALLOWANCE | $ .349 | 6 |
| VACATION ALLOWANCE | $ .291 | 10 |
| SICK TIME ALLOWANCE | $ .175 | 3 |
| PENSION | $ | |
| WELFARE | $ 1.62 | |
| OTHER SUPPLEMENTAL BENEFITS SPECIFY _____ | $ | |
| **SUB TOTAL (ITEMS #1 & 2)** | $ 15.10 | |
| **ITEM #3** **TAXES AND INSURANCE** **(ITEM REQUIRED BY LAW)** | | |
| F.I.C.A. | $ 1.15 | |
| N.Y.S.U.I. | $ 0.51 | |
| F.U.I. | $ 0.12 | |
| WORKERS' COMPENSATION | $ 0.90 | |
| GENERAL LIABILITY INSURANCE | $ 0.89 | |
| DISABILITY INSURANCE | $ 0.11 | |
| OTHER TAXES AND INSURANCE SPECIFY _____ | $ | |
| **ITEM #4** **ADDITIONAL COMPONENTS** **(IF APPLICABLE)** | | |
| VEHICLE/MTCE/FUEL | $ 1.25 | |
| UNIFORMS | $ 0.20 | |
| EQUIPMENT | $ 0.15 | |
| MATERIALS | $ 0.75 | |
| SUPPLIES | $ 0.65 | |
| RELIEF | $ | |
| ROLL CALL | $ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE SPECIFY _____ | $ | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $ 1.14 | |
| **TOTAL (ITEMS #1, 2, 3 AND 4)** | $ 22.925 | |

PROPOSER NAME: CRISTI CLEANING SERVICE

# CALCULATION OF HOURLY RATE
## GENERAL CLEANING
## AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
## CLEANER
3rd Year

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| **ITEM #1** | | |
| **DIRECT WAGES** | $ 13.10 | |
| **ITEM #2** | | |
| **SUPPLEMENTAL BENEFITS** | | |
| **(ITEMS NOT REQUIRED BY LAW)** | | |
| **HOLIDAY ALLOWANCE** | $ .360 | 6 |
| **VACATION ALLOWANCE** | $ .300 | 10 |
| **SICK TIME ALLOWANCE** | $ .180 | 3 |
| **PENSION** | $ | |
| **WELFARE** | $ 1.62 | |
| **OTHER SUPPLEMENTAL BENEFITS** | $ | |
| **SPECIFY** _____ | | |
| **SUB TOTAL (ITEMS #1 & 2)** | $ 15.56 | |
| **ITEM #3** | | |
| **TAXES AND INSURANCE** | | |
| **(ITEM REQUIRED BY LAW)** | | |
| **F.I.C.A.** | $ 1.19 | |
| **N.Y.S.U.I.** | $ 0.52 | |
| **F.U.I.** | $ 0.13 | |
| **WORKERS' COMPENSATION** | $ 0.93 | |
| **GENERAL LIABILITY INSURANCE** | $ 0.92 | |
| **DISABILITY INSURANCE** | $ 0.12 | |
| **OTHER TAXES AND INSURANCE** | $ | |
| **SPECIFY** _____ | | |
| **ITEM #4** | | |
| **ADDITIONAL COMPONENTS** | | |
| **(IF APPLICABLE)** | | |
| **VEHICLE/MTCE/FUEL** | $ 1.25 | |
| **UNIFORMS** | $ 0.20 | |
| **EQUIPMENT** | $ 0.15 | |
| **MATERIALS** | $ 0.75 | |
| **SUPPLIES** | $ 0.65 | |
| **RELIEF** | $ | |
| **ROLL CALL** | $ | |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ | |
| **SPECIFY** _____ | | |
| **GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.14 | |
| **TOTAL (ITEMS #1, 2, 3 AND 4)** | $ 23.510 | |

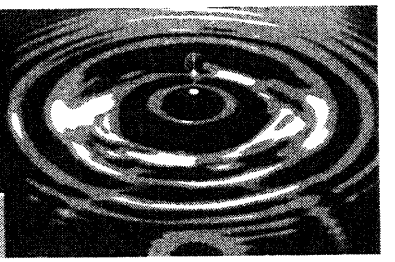
PROPOSER NAME: CRISTI CLEANING SERVICE

# CALCULATION OF HOURLY RATE
# GENERAL CLEANING
# AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
# SUPERVISOR
2ND YEAR

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| **ITEM #1** | | |
| **DIRECT WAGES** | $ 18.36 | |
| **ITEM #2** | | |
| **SUPPLEMENTAL BENEFITS** | | |
| **(ITEMS NOT REQUIRED BY LAW)** | | |
| **HOLIDAY ALLOWANCE** | $ 0.49 | 6 |
| **VACATION ALLOWANCE** | $ 0.41 | 10 |
| **SICK TIME ALLOWANCE** | $ 0.24 | 3 |
| **PENSION** | $ | |
| **WELFARE** | $ 2.00 | |
| **OTHER SUPPLEMENTAL BENEFITS** | $ | |
| **SPECIFY** | | |
| **SUB TOTAL (ITEMS #1 & 2)** | $ 21.50 | |
| **ITEM #3** | | |
| **TAXES AND INSURANCE** | | |
| **(ITEM REQUIRED BY LAW)** | | |
| **F.I.C.A.** | $ 1.64 | |
| **N.Y.S.U.I.** | $ 0.73 | |
| **F.U.I.** | $ 0.17 | |
| **WORKERS' COMPENSATION** | $ 1.29 | |
| **GENERAL LIABILITY INSURANCE** | $ 1.29 | |
| **DISABILITY INSURANCE** | $ 0.15 | |
| **OTHER TAXES AND INSURANCE** | $ | |
| **SPECIFY** | | |
| **ITEM #4** | | |
| **ADDITIONAL COMPONENTS** | | |
| **(IF APPLICABLE)** | | |
| **VEHICLE/MTCE/FUEL** | $ | |
| **UNIFORMS** | $ | |
| **EQUIPMENT** | $ 0.20 | |
| **MATERIALS** | $ | |
| **SUPPLIES** | $ | |
| **RELIEF** | $ | |
| **ROLL CALL** | $ | |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ | |
| **SPECIFY** | | |
| **GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.14 | |

**TOTAL (ITEMS #1, 2, 3 AND 4)** $ 98.11

CRISTI CLEANING SERVICE
77 TRINITY PLACE
HACKENSACK, NJ 07601



# CCS

## PROPOSAL FOR GENERAL CLEANING

## AT

## LA GUARDIA AIRPORT
## MARINE AIR TERMINAL

## NUMBER 11223

## CLARIFICATIONS AND CONCERNS RESPONSE

## PRESENTED TO

## THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Cristi Cleaning

January 30, 2007

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

RE: PROPOSAL FOR GENERAL CLEANING SERVICES AT LA GUARDIA AIRPORT MARINE AIR TERMINAL – PROPOSAL #11223

Dear Ms. Whelan:

On behalf of Cristi Cleaning Service, I am pleased to respond to your letter dated January 25, 2007 concerning the above referenced proposal. We have addressed each area and all issues as listed. We hope the responses provided herein satisfy your request.

If we at Cristi Cleaning Service can be of any further assistance, please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.

Sincerely,

Ricardo Lopez
Vice President

1. How did you arrive at your monthly lump sum? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including but not limited to labor hours, equipment cost, vehicles, materials, etc.

| | |
|---|---|
| Direct Labor | $71,798.19 |
| Insurance and Taxes | $19,277.81 |
| Paper Supplies | $3,567.06 |
| Cleaning Supplies | $1,201.08 |
| Equipment | $ 780.00 |
| Vehicle Insurance/Maintenance/Gas | $ 600.00 |
| Uniforms | $1,141.88 |
| Miscellaneous | $ 300.00 |
| O/P | $5,742.46 |
| | $104,408.48 |

All these figures are monthly

2. What is your plan for the employees currently working on Port Authority site? Will they receive any salary increase?

Our employees at LGA-MAT have had an increase as of April 1, 2006 of 4.486% as mandated for CPI salaries and benefits. The next three years should reflect the requirements of wages and supplemental benefits dictated in the RFP. Or future negotiations with Union Local 348-S.

Head Supervisor- $24.44
Supervisors- $20.87
Cleaners- $14.67

3. When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?

The supplemental benefits are already in effect under current contract due to general labor agreement with Local 348

4. Submit a listing of equipment and vehicle(s) that will be used for the performance of this contract and a vehicle/equipment maintenance plan.

Enclosed please find spreadsheet: Equipment Maintenance Plan; John Earl Co. Vehicle maintenance Plan: Beyer Bros.

5. Clarify your M/WBE plan by specifying who will perform the subcontracting services you identified in your proposal and the percentage associated with each.

We are not planning to subcontract any part of this project. Our company is currently M/WBE, however, our supply purchasing will be done with WBE supplier "John Earl Company" of Hackensack, NJ.

6. What are your intentions regarding labor organizations as it applies to the site and contract?

   At this present time a Labor Organization Local 348-S UFCW is representing Cristi Cleaning Service employees and is our intentions to keep harmony with this organization as we did for the last six years.

7. What if any, Contractual agreements do you presently have with any labor organization (and name them), that may affect the work and harmony clauses that are in port Authority's RFP document?

   We have a contract agreement with Local 348-S UFCW. This agreement will not affect the work and harmony clauses that are in the Port Authority's RFP document.

8. How do you handle your quality control program and who will be responsible for this program?

   Our quality control program is part of the Head Supervisor responsibilities and directly supervised by Mr. Ricardo Lopez, vice president of Cristi Cleaning Service, with frequent visits to the LGA site.

9. The staffing plan you submitted indicates two (2) periodic workers. We feel this number may be low. Please describe your expected level of productivity for these workers.

   For the last six years we have provided two periodic workers. The level of productivity is up to the standards called for in the RFP and we expect the same productivity in the next contract period. Please take under consideration that all the glass cleaning periodic work is done with a separate crew as needed.

10. Your proposal mentions twenty (20) full time and fourteen (14) part time employees. Please describe in detail how these part time employees will be used.

    The 14 part-time employees will be used as follows:
    10 stations (weekends)
    3 supervisors (weekends)
    1 thorough Cleaner (weekends)

11. On your calculation of hourly wage form the allotted days for holiday, vacation, and sick seems low? Please explain.

    In our calculation form the allotted days for holiday, vacation and sick days represent our labor agreement with Local 348-S UFCW.

12. In our RFP document, we require that cleaners receive a minimum combined average wage and supplemental benefit rate of $14.67. Your proposal allows for $14.66. This is not acceptable. Please revise your calculation of hourly rate form.

In our calculation of hourly rate form, we made a mistake in the health benefits. It reads $1.62 and should read $1.63 as we indicate for subtotal (item 1 and 2) $14.67

# Cristi Cleaning Service Equipment List

| EQUIPMENT | QUANTITY |
|---|---|
| walk-behind battery operated type triple action floor scrubbers | 2 |
| high speed buffing machines | 3 |
| power sweeper (billy goat) | 1 |
| two stage snowblowers | 2 |
| ice choppers | 4 |
| salt spreaders | 6 |
| snow shovels | 12 |
| wet/dry vacuums | 2 |
| vacuums | 8 |
| backpack battery operated vacuums | 2 |
| carpet shampoo machine | 1 |
| nextel radio | 2 |
| hp computer | 1 |
| 2004 gmc 6 passenger pick up truck with tail gate | 1 |

CRISTI CLEANING SERVICE
77 TRINITY PLACE
HACKENSACK, NJ 07601

# CCS

## PROPOSAL FOR GENERAL CLEANING

## AT

## LA GUARDIA AIRPORT
## MARINE AIR TERMINAL

## NUMBER 11223

PROPOSAL DUE DATE: JANUARY 16, 2007

*PRESENTED TO*

## THE PORT AUTHORITY OF
## NEW YORK AND NEW JERSEY

Port Authority

# Customer Care

## BEST PERFORMANCE

*Cleanliness, Condition and Functionality*

## B. EXECUTIVE SUMMARY

CRISTI was founded in 1980 and is headquartered in Hackensack, New Jersey. CRISTI is a minority, woman-owned company, and a graduate of the Small Business Administration's 8(a) program. We are certified as a Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) by the State of New Jersey.

In the year 2005 CRISTI was approved by the Federal Government to be included on the GSA SCHEDULE and was awarded Contract No. GS-07F-5996P

CRISTI was started with a primary focus on the housekeeping business, with emphasis on cleaning commercial office buildings, schools, Government installations, hospitals and medical facilities. Since our inception, we have diversified and now provide of a wider variety of services including:

- Custodial/Janitorial services
- Hospital Housekeeping services
- Commissary Shelf Stocking
- Custodial/Warehousing services

Our Mission Statement embodies the basic principles upon which the company has directed its resources to ensure continued growth and to provide stability through appropriate financial management. Our Mission Statement is: *To provide a safe, healthy, convenient and cost effective service with a skilled team of employees dedicated to our customers needs and committed to excellence.*

CRISTI is dedicated to developing and maintaining an outstanding professional organization in an environment that allows individuals to grow professional from mutual association with our company. The following objectives guide all of our company activities and decision:

To maintain a high standard of achievement and conduct through excellence in the work performed for our client and to promote integrity and dependability in relationships with clients and colleagues

- To maintain stability through financial management
- To encourage mutual esteem and respect among all members of the firm
- To ensure the highest quality of services performed on behalf of the firm
- To promote professional growth by keeping abreast of developments in the state-of-the-art and expanding into areas appropriate to organizational goals

Key to our steady and consistent growth over they years has been our long-running ability to attract, cultivate, nurture and sustain an ever-growing work force of dedicated, career-oriented professionals across a broad spectrum of disciplines. Coupled with this is our willingness to provide our personnel with the resources and training they need to consistently achieve and maintain superior contract performance. Our key personnel to be assigned to a project are carefully screened and handpicked and among the very best in the custodial services industry at their respective disciplines.

All general cleaning and project work, management and control tasks at our contract location, as well as project-directed tasks that may arise throughout the life of a contract are performed by CRISTI's full-time contract personnel in strict accordance with time

frames, frequencies and quality standards set forth in the individual contract, commensurate with the best commercial practices. We use our personnel, methods, equipment, processes and supplies to clean, service, manage, and maintain the facility affected by a contract, with an emphasis on superior customer service and a strong initiative towards improving the quality of cleaning and cleaning-related services we provide.

### Why CRISTI

CRISTI is a model of stability, having never defaulted on a contract of any kind, nor having ever missed a payroll for our personnel. Our executive directors and hands-on working managers have extensive experience administering and managing a multitude of contracts. Because we treat our employees with dignity and respect and because we reward exceptional performance at every level of functional and administrative activities, personnel turnover throughout the course of a typical CRISTI contract is virtually non-existent.

In short, CRISTI is eminently qualified, perfectly positioned and totally prepared to provide the personnel, methods, equipment, supplies, management and supervision necessary to ensure world-class service on our contracts, without delay and immediately upon contract award.

## Corporate Commitment to Partnering

At the corporate level, we view our relationship with our clients as a "partnership in solution." Toward that end, we are firmly committed to establishing with our clients a working partnership based on cooperation, understanding, and trust and mutual respect.

One of the key missions we undertake during the first month of a contract is to initiate a dialog with the designated client representative(s), regarding information necessary to form a successful partnership alliance. We believe that such an alliance should be structured to draw on the strengths of both the client and CRISTI in our mutual quest for world-class service at every functional level of performance.

The success of CRISTI depends upon the quality of the relationships between our company, our employees, and our customers, our suppliers and the general public. Our customers' impressions and their willingness to deal with us are greatly influenced by the people who serve them. In other words, regardless of position, every company employee is a direct representative of our company. In that sense, the more goodwill promoted by each company employee, the better received that our services are. We insist on a number of steps/directives for each employee to utilize to help promote the image of our company and, in conjunction with that, the images of the clients for whom we provide services. Those steps/directives are:

- Act competently and deal with customers in a courteous and respectful manner Communicate pleasantly and respectfully with customers and other employees at all times
- Take great pride in your work and enjoy doing your very best
- Provide businesslike replies to inquiries and requests
- Perform all duties in an orderly and professional manner
- Follow-up on questions promptly

These are the building blocks that CRISTI utilizes for our personnel in order to ensure success. We fully realize that our personnel, in the performance of their

duties, are seen by the public on a daily basis and that they must, at all times, represent both our company and our client in the most professional manner possible. Therefore, our own, internal goals fall directly in line with the goals of our clients in the initiative(s) to enhance and provide customer service

### Green Cleaning

CRISTI uses Green Cleaning to benefit our customers and the public. The past several years have given way to new technologies in products and processes that have allowed Green Cleaning to be more effective, in a near or cost-neutral manner that is good for the environment and the occupants of buildings we service.

CRISTI is using equipment and supplies approved by the Green Cleaning Seal to protect indoor air quality.

## Customer Service and Satisfaction

As part of our intensive training program, which not only covers cleaning basics, but safety, health, environmental concerns and other items, which affect custodial personnel on a daily basis, we also provide training in customer relations and customer service. In order to provide a superior partnering relationship with our clients, we stress customer service initiatives in the training given to the personnel we assign to any contract. As a service company, we firmly believe that first appearances, as well as continuous superior services, are items, which have allowed us to grow and prosper since our beginnings in 1980.

The training we provide all of our assigned personnel encompasses, first and foremost, our client's primary objectives. Our personnel are informed that they are expected to not only know those objectives, but that they are to live up to them in the day-to-day performance of their assigned duties. We stress attitude,

appearance and knowledge as they apply to both the client's desires and the daily performance of their jobs.

CRISTI believes firmly in the philosophy that "the customer always comes first" and we stand ready to respond to customer needs at any time. We reinforce our commitment to quality service and performance through the use of an aggressive Customer Satisfaction Survey Program. This program is administered by our administrative assistant in the project office and is closely monitored by our on-site manager and our corporate Vice-President. The program focuses exclusively on the quality and timeliness of services we provide to our customer.

## Professional Staff and Training

Our staff consists of Certified Housekeeping Professionals, as recognized by the International Executive Housekeepers Association. We are also certified to service hospitals and medical facilities, as approved by the National Housekeepers Association and we are knowledgeable in all phases of the building maintenance industry.

CRISTI's management group maintains an ongoing educational program with recognized organizations in the housekeeping industry. We maintain a continuous training program for all personnel, introducing new technological advances in cleaning methods, quality control and safety programs. We have in place an Affirmative Action Program, which has satisfied both our commercial clients, and the federal government as attested to by contracts currently underway for those organizations. CRISTI is a professional organization, committed to a cleaner, safer and healthier environment, specializing in the following areas:

- Airports
- Porter Service
- Floor maintenance program
- General office cleaning
- Interior/exterior window cleaning
- Power sweeping streets and parking lots
- Dry carpet cleaning (Host System)
- Computer aided maintenance plan (carpets)
- Malls/shopping centers
- Schools
- Hospitals
- Medical Facilities
- Blood and Emergency clean-up
- Seven day, 24 hour service
- Commissaries

## Memberships & Certifications

- International Executive Housekeepers Association (IEHA)
- Building Service CRISTI's Association International (BSCAI)
- Cleaning Management Institute
- Certified Executive Housekeeper
- State of New Jersey Certification
- GSA Schedule Holder - Contract No. GS-07F-5996P
- Minority Business Enterprise Certified

- The Port Authority of New York/New Jersey Certified
- United States Government Certified

# F. PROPOSAL

## *COST PROPOSAL*

### F.1.A Cost Proposal Forms

We are submitting:

Attachment B – Part III – Cost Proposal Form

Attachment C – Calculation of Hourly Rates

# Cristi Cleaning Service
# La Guardia Airport-MAT
## Staffing Plan

| | | | | |
|---|---|---|---|---|
| 1 | Head Supervisor | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 2 | Supervisors | 5 Days a Week | 16 Hours per Day | 80 Hours per Week |
| 3 | Weekend Supervisors | 2 Days a Week | 24 Hours per Day | 48 Hours per Week |
| 2 | Station A1 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station A2 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station B1 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station B2 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station B3 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station B4 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station C1 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station C2 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station C3 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Station C4 Cleaners | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 1 | Thourough Cleaners | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 1 | Thourough Cleaner | 7 Days a Week | 8 Hours per Day | 56 Hours per Week |
| 2 | Policing Cleaners | 5 Days a Week | 16 Hours per Day | 80 Hours per Week |
| 1 | Policing Cleaner | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 2 | Periodic Cleaners | 5 Days a Week | 16 Hours per Day | 80 Hours per Week |

Total Hours per Week: 1024 Hours per Week

## Management

### F.2.A Current Staff

CRISTI currently has 450 full time-part-time employees and has had 410 full time-part-time employees in 2005 and 375 in 2004.

### F.2.B Staffing Plan

See Attachment

### F.2.C Management Approach

This section of our proposal document contains our technical proposal, which outlines our proposed methods, plans and procedures to ensure world-class performance of all general cleaning requirements for LaGuardia Airport – MAT. We present in the first section of our technical proposal our management approach. This encompasses staffing, wages and supplemental benefits; our proposed health coverage plan; holiday, vacation and sick allowance; wage/benefit compliance plan; our rational for our recommended staffing and implementation of that staffing; previous staff turnover on similar contracts and our plan to minimize that turnover in this instance; our procedures for modifying staffing for both short and long-term requirements; and our plan for managing the responsibilities inherent in a contract of this size and scope.

The second portion of our technical proposal presents our proposed quality assurance plan and customer service initiatives. We present our methodologies for providing customer service initiative and the implementation of those initiatives; our methods for addressing the Port Authority Manager's complaints; provides sample inspection and rating forms, as well as sample quality assurance reports; our action plan to remedy deficiencies discovered through utilization of our quality assurance plan; number of proposed quality assurance staff and their proposed work schedules; and other relevant information which will assure evaluators that we fully understand the need and desire of

the Port Authority to engage a contract who is both willing and able to provide superior service.

The third portion of our technical proposal addresses our technical expertise and experience. Here we present our utilization of technological advances in the cleaning industry and the benefits realized by those advancements; our experience with cleaning and managing cleaning in similar facilities, including those with a high level of customer activity and presence; and our experience with the utilization of computers in scheduling, reporting and other facets of a comprehensive custodial service contract.

The forth portion of our technical proposal discusses our proposed work plan for this effort. We outline our proposed daily, nightly and periodic cleaning performance to ensure meeting all contract requirements within both schedule and budget; and a description of the services we will provide as the contractor selected for performance of this requirement. We understand the solicitation and the level of service desired by the Port Authority and are fully prepared to provide not only successful, but highly superior, performance in all facets of this contract.

The fifth and final part of our technical proposal discusses other reasons for which we believe Cristi Cleaning Service is the logical choice for award of this contract. We are dedicated, experienced, capable and highly successful in our field and believe that these attributes provide all of our clients with outstanding service, superior to that provided by most contractors in this field.

This section of our proposal details our proposed management approach to successfully performing the various requirements contained in the solicitation including station cleaning, routine cleaning, periodic cleaning, extraordinary cleaning and snow removal/flood response. We discuss our proposes staff, their wages and supplemental benefits; our proposed health coverage plan for both full and part-time personnel; our allowance for holiday, vacation and sick days and how this is implemented and administered; our wage and benefit compliance plan; the rationale we used for our

proposed staffing and its implementation; our past staff turnover ratios and plan to minimize that on this contract; our procedures for modifying staffing to meet contingencies and/or future needs on either a temporary or permanent basis; and our plan for managing the responsibilities of this contract from the worker level up through our corporate headquarters. We believe the information we are presenting below shows a comprehensive understanding of the solicitation and its requirements and presents the Port Authority with viable, effective means for our management of this contract to their complete satisfaction.

**Staff, Wages and Supplemental Benefits**

In order to meet the various requirements contained in the solicitation, we propose to assign a total of 20 full-time and 14 part-time personnel to this contract. These personnel will include the Head Supervisor, Supervisors, General Cleaners and Lavatory Policers/Porters as shown below. We are presenting our staffing by position, number of full-time or part-time personnel and productive labor hours (PLH) for each category. Understanding of the solicitation requirements, coupled with our vast experience, ensures the Port Authority that we are assigning the proper numbers and types of personnel to meet and exceed all requirements.

The Head Supervisor will be the primary individual with responsibility for proper performance of all contract requirements. He will report directly to our corporate Vice President on all contract matters. Working closely in conjunction with the Head Supervisor will be our assigned Quality Control Inspector. Although he will work daily with the Head Supervisor, he will report directly to the Vice President at corporate headquarters on all matters pertaining to the quality of performance on this contract. This direct reporting to corporate ensures unbiased reporting of contract status and allows us to take proactive steps to make corrections, suggestions, etc. should that become necessary.

The assigned Supervisors will work for, and report directly to, the Head Supervisor. They will be assigned the various shifts as outlined in the solicitation, with one supervisor on-site at all times. These individuals will function in a purely supervisory capacity due to the size and scope of this contract, ensuring the personnel assigned to work for them are providing the Port Authority, its travelers and visitors with the best cleaning services available at all times. Our General Cleaners will work directly for their Supervisors and will be responsible for performing all assigned tasks in a professional and courteous manner at all times.

**Insurance**

CRISTI will procure and maintain the following insurance: (a) Workmen's Compensation and Employer's Liability insurance as required by law, limits to be statutory; (b) Commercial General Liability insurance with limits of liability of not less than the amount required by P.A (c) Automobile Liability insurance (covering owned, hired and non-owned vehicles used in or in connection with performance of the services) with limits of liability of not less than the amount required by P.A

**Conditions of Insurance**

All insurance maintained by CRISTI pursuant to this Agreement shall provide that it may not be cancelled or changed in coverage without at least ten (10) days' prior written notice to the PA. The PA may request CRISTI to furnish certificates of insurance evidencing the coverage's required hereunder.

Personnel will be assigned according to function, with a breakout between full and part-time for station cleaning, routine cleaning, periodic work, extraordinary work (as needed) and snow removal/flood response (also as needed). Many of the personnel we assign to

this contract will perform part-time duties in more than one function, which enables us to move personnel as necessary to meet all requirements and has the added benefit of aiding with cross-training, enabling us to assign personnel where and when necessary to meet contingencies, unexpected increases in work loads, adverse weather requirements and other factors which could otherwise disrupt the work force. Others listed, as part-time employees will be just those individuals who desire to work less than 40 hours per week. To the maximum extent possible, we will utilize personnel as closely to full-time as possible and desired.

**F.2.D Supplemental Benefits**

To ensure continuity of staff and to preclude large personnel turnover, Cristi Cleaning Service will provide a comprehensive wage and benefit plan for employees assigned to this contract. This will include not only mandated wages insurance taxes required by law, but also includes vacation, holidays, sick days and a medical plan which is available for both full and part-time employees. For this contract, we will provide the following supplemental benefits to our employees:

- One (1) week paid vacation annually
- Six (6) paid holidays annually
- Three (3) paid sick days annually
- Medical plan Local 348 Health & Welfare Fund

Employee eligibility for benefits will start on the first day of the contract for all employees. If an employee is terminated or resigns, he or she will be entitled to accrued money for vacation, sick days, etc. depending on his or her time with the company. All full and part-time employees will receive the combined average hourly wage and supplemental benefits we have proposed for this contract.

### F.2.E. Wage/Benefit Compliance Plan

It has always been the philosophy of Cristi Cleaning Service to look for better ways of rewarding our work force in a competitive industry where salaries and benefits are not always the best available. Cristi Cleaning Service understands very strongly the desire of the Port Authority to help small businesses grow and give the opportunity to offer better wages to our employees. We do not possibly contemplate on not providing our personnel with the wages and benefits they are entitled to. Our wage and benefit plan is overseen by the company President, Vice President and Office Administrator. Wages and benefits are reviewed on a weekly basis, with records available for customer review upon request to ensure compliance with prevailing wage and benefit rates. Since we have started performing services for the Port Authority, our compliance record in this function is impeccable and one that we are proud of providing our personnel.

### F.2.F. Self –Assessment Plan

Part of our Payroll Department duties on this contract will be to maintain contact with the US Department of Labor to ensure we are in receipt of the latest Wage Determinations and that our personnel, wherever located, are being paid according to scale, at a minimum. This contact will be made at a minimum of monthly and on current and previous contract has allowed us to maintain currency with wages and benefits, regardless of the location and will do the same in this instance. Should we, for any reason, be found delinquent and/or responsible for having underpaid any employee as pertains to wages, benefits, pension plans, or other employee incentive programs, we would immediately increase each affected employee's salary a pro-rated amount in order to cover the deficiency. This would be in addition to any increase(s) mandated by law and would continue until each affected employee has received the full benefits due to him or her. Ours is a company with highly dedicated employees and we take great care to ensure that all pay and benefits are at or above those mandated by relevant laws and regulations.

Our rationale for our proposed staffing is two-fold. The solicitation mandates a certain number of employees for station work, with which we concur; secondly, the remainder of the staff is proposed upon production rates that are accepted throughout the cleaning industry and through our own experience gained throughout the years we have been in operation. We have made our determination of required staffing levels based upon the following:

- Defined work area requirements, i.e. dedicated personnel to cover specific areas and duties during specific time frames (station work).
- Many tasks and areas are staffed based upon the square footage of a particular service being performed and the square footage of that service which can be performed in a productive hour.
- Levels of difficulty in performing a specific task, i.e. sweeping/dust mopping a large, open area as opposed to sweeping/dust mopping stairs or other difficult areas.
- The amount of traffic in a particular area, i.e. what are the times when traffic is at its highest and lowest levels.
- Seasons of the year to consider weather conditions, i.e. snow, slush etc. in winter and the rainy season in the spring.
- Consideration of the busiest travel times of the year, so as to attempt not to schedule periodic work during those times.
- The abilities of the various trained personnel. One person may be very productive as a glass cleaner, while another may be better suited as a porter.
- Consideration of the capabilities of the equipment proposed for use, at the same time looking at new technologies to improve productivity and services.
- Utilization of those personnel who prefer to work only particular hours. Scheduling those personnel to areas that support those part-time positions.

Scheduling of personnel will be performed by our Head Supervisor, with input provided by the Supervisors. This input is vital to ascertain those personnel who will be unavailable for work for reasons such as vacation, holiday, sick day, etc. and will ensure that only available personnel are scheduled. We will also maintain an "on-call" roster of personnel to fill unexpected absences, i.e. illness, family emergency, etc. which happen on any type of contract. This enables us to quickly provide a replacement for the absent individual, ensuring all scheduled work is completed on time.

We firmly believe that our proposed staffing will not only meet the various requirements contained in the solicitation and in strict accordance with the Port Authority's Airport Service Standards, but will enable us to function in a manner that will enhance the appearance of LaGuardia Airport – MAT. To provide a superior level of surroundings for the travelers, visitors and employees who are in the airport on a daily basis. We have performed to this level in the past, as the Port Authority well knows, and fully intend to continue our history of excellence performance on this contract.
Cristi Cleaning Service's staff turnover on contracts of this magnitude has historically been approximately eight percent.

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

In order to assist with the possibility of modifying the staffing pattern on either a temporary or permanent basis to satisfy contingencies or future needs. A specially trained recruiter at our headquarters in Hackensack will conduct interviews with potential employees on a regular basis to ensure we maintain a constant reserve pool of personnel

who can be mobilized quickly in the event of surge and/or emergency requirements. Additionally, our corporate Human Resource Department will maintain and continually update resume files on qualified candidates to ensure quick replacement of any key project personnel lost due to long term illness, termination, resignation, or other cause. In those instances of unavoidable personnel absence where there is no notice, our Head Supervisor will have full authority to schedule overtime hours to cover any temporary lapse in full staff capability. Prequalified replacements can also be called-up, trained and mobilized quickly to fill vacated positions.

To provide superior General Cleaning Services for LaGuardia Airport – MAT, Cristi Cleaning Service's operational objective will be *sustained capability and readiness.* Toward that end, we have skillfully structured a staffing plan that not only provide the best value to the Port Authority, but also addresses what we believe are the two most critical keys to success on any large-scale support services endeavor such as this. Those keys are:

- The systematic, orderly accomplishment of work--on time, within budget and to the complete satisfaction of our client.
- The continuous, uninterrupted gathering and dissemination of critical project information--accurately, in real time and across all project lines.

To help accomplish our operational objective, we have organized and staffed our program to respond successfully to the following major technical and management issues:

The need to ensure continuous, uninterrupted, high-quality services.

- The need to ensure continuous, uninterrupted, quality supervision.
- The need to provide a high level of responsiveness to all requirements.

- The need to work in partnership with the Port Authority.
- The need to exercise strong cost and schedule controls.
- The need to maintain flexibility in response to new and/or changing situations.

Cristi Cleaning Service's tradition of successful accomplishment in addressing these major technical and management issues has allowed our continuous growth since inception and permitted us to provide our clients with the best possible services available in this industry. We fully intend to build on that tradition in this instance and provide LaGuardia Airport – MAT with exceptional service, performed by highly trained and motivated personnel, within cost and schedule as proposed throughout the duration of this contract.

**Management Approach**

Our management approach will be similarly directed toward the above objectives. To the greatest possible extent, we will entrust our full-time, on-site key supervisory personnel with the autonomy and flexibility necessary to make critical personnel and workload-based decisions at the project level. At the same time, we will provide those management personnel with the finest administrative, technical and resource support capabilities in the service industry, which will emanate from our headquarters and be fully supported at all times by our highest level corporate personnel. This proven management approach allows our key personnel to spend their time on-site concentrating on matters of importance, ensuring successful performance. Cristi Cleaning Service will provide all management, labor, supervision, materials, tools, supplies, equipment and transportation necessary to perform the requirements outlined. All services will be performed within designated time frames, will be reported in accordance with contract reporting requirements and will be inspected thoroughly to ensure compliance with prescribed standards for quality, timeliness and completeness.

## Personnel Approach

Our staffing levels, as proposed in section F.2.B of our technical proposal, will meet the stipulated contract requirements of level of effort. Salaries and benefits for both retained and newly hired personnel at all levels will be in accordance with Port Authority requirements and our bonus, incentive and awards programs based on performance will help us attract and retain the most qualified and experienced personnel. Our immediate personnel objective is to field a fully trained and qualified staff of supervisors and cleaners a minimum of ten days prior to contract start. Ongoing, our objective will be to eliminate personnel turnover to the greatest extent possible, which will not only maximize our ability to maintain peak performance, but will also substantially reduce the productions ebbs typically associated with new-hire orientation and training.

We propose to provide the full array of our expertise, experience and oversight to ensure to Port Authority the highest level of quality custodial services available. We propose to provide the optimum mix of skilled and unskilled personnel, all dedicated to establishing and maintaining the highest standards and ensuring customer satisfaction throughout the life of the contract. For the day-to-day, routine and recurring contract services, our supervisors will be highly trained and sufficiently motivated to ensure complete work force compliance with the highest standards for quality, safety, timeliness, cleanliness and personal integrity.

## Commitment to the Project

Cristi Cleaning Service has the financial resources in place and personnel reserves on hand to assume the duties and responsibilities of the General Cleaning Services contract at LaGuardia Airport – MAT immediately upon notice of contract award. While our organizational structure provides for successful performance by our on-site personnel, it also builds in a system of corporate oversight controls. Mr. Ricardo Lopez, our corporate Vice President, is at the core of our corporate oversight team. Mr. Lopez will oversee all program activities from our corporate headquarters, monitoring contract performance and providing management insight and support, as necessary, to ensure cost-effective performance commensurate with all contract requirements.

Additionally, Mr. Lopez will conduct regular personnel evaluations to ensure that contract performance meets and/or exceeds all goals, expectations and objectives set forth by the Port Authority. With direct and ongoing involvement at this level from our corporate offices, this contract will receive the highest level of management attentions and corporate support throughout the life of the contract.

## TECHNICAL EXPERIENCE

### F.3.A. Listing of Cleaning Contractors

***NAME:*** ***JOHN F. KENNEDY INTERNATIONAL AIRPORT***

| | |
|---|---|
| PLACE OF PERFORMANCE: | JFK AIRPORT PARKING LOTS, NY |
| CONTACT: | JEFF AGOGLIA |
| | 718-244-3652 |
| E-MAIL ADDRESS: | JAGOGLIA@PANYNJ.GOV |
| WORK PERFORMED: | CUSTODIAL SERVICES OF PARKING LOTS |
| DATE COMPLETED: | 6/1/01 TO 5/31/07 |
| PRICE: | 2,400.000.00 |

***NAME:*** ***JOHN F. KENNEDY INTERNATIONAL AIRPORT***

| | |
|---|---|
| PLACE OF PERFORMANCE: | JFK AIRPORT BUILDING 14 |
| CONTACT: | DAVE HOLT |
| | 718-244-3556 |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| EMAIL ADDRESS: | DHOLT@PANYNJ.GOV |
| DATE COMPLETED: | MARCH 2003 TO DATE |
| PRICE: | 1,800.000.00 |

***NAME:*** ***LAGUARDIA AIRPORT***

| | |
|---|---|
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT PARKING LOTS, NY |
| CONTACT: | ROBERT BARNES |
| | 718-533-3483 TEL |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | PARKING LOT CLEANING AND POLICING |
| DATE COMPLETED: | 11/1/01 TO 10/31/07 |
| PRICE: | 1,800.000.00 |

***NAME:*** ***LAGUARDIA AIRPORT-MARINE AIR TERMINAL***

| | |
|---|---|
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT-MARINE AIR TERMINAL |
| CONTACT: | ROBERT BARNES |
| | 718-533-3483 |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| DATE COMPLETED: | 4/1/01 TO 3/31/07 |
| PRICE: | 1,400.000.00 |

**NAME:** ***LESTER ENTIN ASSOCIATES***

PLACE OF PERFORMANCE: KINNELON MALL/WEEHAWKEN MALL
CONTACT: PAUL WATERS (973) 773-1010
DATE COMPLETED: 1985-CONTINUOUS YEARLY AUTOMATIC RENEWAL

**NAME:** ***JOURNAL SQUARE PLAZA***

PLACE OF PERFORMANCE: ONE JOURNAL SQUARE PLAZA, JERSEY CITY, NJ
CONTACT: JOE DECRISTO (201) 653-4000
DATE COMPLETED: AUTOMATIC RENEWAL

**NAME:** ***PARAGON FEDERAL CREDIT UNION***

PLACE OF PERFORMANCE: MONTVALE, NJ, - UNION CITY, NJ – MAHWAH, NJ – ENGLEWOOD, NJ – WEST ORANGE, NJ MAHWAH, NJ AND ENGLEWOOD, NJ
CONTACT: GERI VAN SANT (201) 263-3923
DATE COMPLETED: 9/20/04 TO DATE

**NAME:** ***AVPORTS TETERBORO AIRPORT***

PLACE OF PERFORMANCE: TETERBORO AIRPORT, NJ
CONTACT: JOHN PANARELLO, MANAGER (201) 288-1775
WORK PERFORMED: GENERAL CLEANING SERVICES
DATE COMPLETED: 3/28/03 TO 03/31/06
PRICE: 51,600.00

### F.3.B Key Employee Resumes

We are including the resumes of the proposed management for this contract.

Ex. 1

PHONE E-MAIL

# JOSE A. CASTILLO

## PROFESSIONAL EXPERIENCE

**04/01 to Present** — **Cristi Cleaning Service Corp.**
**Hackensack, New Jersey**

***Project Supervisor***

- Oversee contract at LaGuardia Marine Air Terminal
- Manage Personnel
- Schedule Project Work
- Maintain and Order Inventory
- Payroll
- Respond to the needs of The Port Authority of NY & NJ
- Snow Removal

**08/98 to Present** — **Cristi Cleaning Service Corp.**
**Hackensack, New Jersey**

***Supervisor***

- Supervise weekend crew at JFK Airport Parking Lots
- Oversee Policing and Trash Removal of all Parking Lots
- Respond to the needs of The Port Authority of NY & NJ

**05/96 to 08/98** — **Collins and Aikman Floor Covering**

***Floor Supervisor***

- Responsible of floor samples, installation and demonstration.
- Supervision and Maintenance of all floor installation of Carpet, Hardwood floors, Tiles, etc.
- Managed a crew of 12 employees

## LANGUAGES

Able to speak, read and write Spanish fluently

## OBJECTIVE

To secure a challenging position where I can utilize my education and skills within your organization.

**WILLIAM MERCADO**

Ex. 1

**Work Experience:**

**Cristi Cleaning Service** **4/01 – Present**
**Supervisor**
***LaGuardia Airport – Queens, NY***
*Duties include, but are not limited to:*

- Supervising a staff of 13 which clean all terminals at the airport,
- Conducting hiring/exiting interviews,
- Developing work schedules,
- Maintaining and submitting all payroll reports.

**Metropolitan Jewish Health System** **4/98 – 3/00**
**Mail Room Clerk/Office Assistant**
*Duties included, but were not limited to:*

- Sorting and distributing mail as well as maintaining daily postage used log,
- Assisting in special projects,
- Performing routine clerical tasks and record keeping,
- Alternating shifts at reception area.

**JR Rappers** **6/97 – 3/96**
**Shipping clerk**
*Duties included, but were not limited to:*

- Loading and unloading merchandise.
- Inputting invoices, labels, etc. into the company computer.
- Deliveries to the garment district in Manhattan, NY and returning with any bulk merchandise.

**Education:**

Aviation High School
Graduated: 1997

**Skills:**

- Knowledge of all Microsoft Office programs: Word, Excel, Publisher and PowerPoint
- Knowledge of Quickbooks Pro
- Fluent in Spanish.

**References Available Upon Request.**

Ex. 1 Tel
Fax:
Email:c Ex. 1

# Carmen Castillo

Experience

2001-Present Cristi Cleaning Service Queens, NY

**Supervisor/Maintenance**

- Supervised 10 workers. Supervised building and make sure they in clean and order condition.
- Maintained stock room in order.
- Notify management concerning needs for any repair or additions to lighting.
- Clean & maintained buildings in order.

1988-2001 Ridgewood/Bush wick Citizen Center Brooklyn, NY

**Home Attendance Supervisor**

- Supervised and managed 15 home attendants for a senior citizen care firm.
- Make sure proper care was given to patients in their homes.
- Check bed linens, washed and ironed laundry and also checked if home was cleaned in a daily basis.
- Maintained records of services performed by Home Attendant. Write up employees who were not doing job correctly.

1987-1995 Dr. Harri Shuckla Office Brooklyn, NY

**Receptionist**

- Compiled, verified, typed and field medical records.
- Prepared folders and maintained records of newly admitted patients.
- Reviewed medical records for completeness, assembled records into standard order and field records in designated areas according to applicable alphabetic and numeric orders.
- Posted results of laboratory test to records. Structured and maintained a professional atmosphere. Attend customers in the office. Answering heavy phone calls.

Education

1969-1972 141 High School Bronx, NY

- High School Diploma/Nurse.

Skills and Abilities

Knowledge in Computer Software: Microsoft Word, Power Point, Excel, adding machine, calculator and Typing Skills. Bilingual (English/Spanish).
**References Available Upon Request.**

Jose Angel Vega

Ex. 1

**EMPLOYMENT**

*11/01-Present* ***Maintenance/Supervisor: Cristi Cleaning Services***
Responsible of supervised cleaning of various offices and building, stripping and cleaning tile and marble floors with various chemicals and buffing machines situated in Marine Air Terminal at LaGuardia Airport. Also ensuring that employees are performing there duties and maintaining a safe and clean work area at all times.

*9/96-10/01* ***Maintenance: Beacon Metal & Marble.***
In charge of striping, cleaning, and polishing architectural metals utilizing special chemicals. Repaired and installed marble in various motels and restaurants. In charge of ordering chemicals necessary to complete work orders. Utilized company vehicle to and from job sites. Clients included various motels, nursing homes and office buildings.

*5/95-9/96* ***Motor Coach Operator: Academy Bus Tours***
Responsible for transporting to and from various destinations (Atlantic City, Chicago, Boston, Montreal, and Quebec). Followed Scheduled developed to ensure punctual arrival and departures. Provided transportation for passengers traveling in and out of Manhattan. Maintained a clean and safe environment for passengers.

*3/92-5/95* ***Security Officer: Defender Security Services, Inc.***
Responsible of foot patrolling campus buildings, Conducted hourly rounds of assigned areas, Radio Called Supervisor on an hourly basis, provided a safe and secure environment for Columbia University's staff, students and visitors.

*1/90-3/92* ***File Clerk: Gordon & Silber P.C.***
Responsibilities included filing company records. In charge of maintaining photocopy machines. Entered company client's photocopy and mailing charges. Ordered office supplies and sorted and distributed various departments' mail. In charge of organizing several company conference rooms for meetings and functions.

**Computer Skills** Windows 9x, 2000, XP Professional, Office XP, 2003, Word perfect, Excel, Works, and Outlook on a PC platform.

**Education:** Eastern District High School (GED)
LaGuardia Community College (25 credits)

## F.3.C Qualification Requirement of Key Personnel

### Training Plan

CRISTI will supply qualified personnel competent in the skills needed for their assigned positions. Both retained incumbent personnel and new hires will be selected for their demonstrated skills and experience. We will, however, provide an initial training program during phase-in to familiarize our employees with the exact equipment and systems they will be operating and to improve their overall skill levels.

During the course of the project, we will provide additional training at both the working and supervisory level. Our goal for the training program is the ongoing enhancement of work force productivity, safety, security and stability. This will be achieved by implementing a training program designed to develop an experienced, capable pool of "promotable" employees. By fostering internal promotion, we provide clearly defined career paths; increase individual employee motivation and work force stability.

All employees, including part-time and on-call personnel, will receive orientation training on the importance and necessity of strict compliance with all quality control, safety, and security policies and procedures. The orientation will occur during the initial phase-in period. Employees hired after the phase-in will be given this introductory briefing during their processing period, before they begin actual work. Training will be provided to familiarize new employees with CRISTI, our policies and procedures, and the facilities and equipment they will be using.

Our Training Program consists of five phases:

1. Classroom Training;
2. On the Job Training;
3. Supervised Practice;
4. Evaluation;
5. Follow-up.

We emphasize the use of the latest videotape material from the Building Services Contractors Association International (BSCAI) and other sources for both initial and continual training.

Our training program is the key component in providing quality service. Our goal is to thoroughly familiarize each staff member with his own job description and a description of services to be provided. Through a combination of on the job training, classroom training and visual aids, each person will be trained in the science of their respective duties and responsibilities.

The Head Supervisor and other supervisors, depending on the position involved will provide on-site training as necessary. Corporate training specialists are available to implement supervisory training programs and special instruction for non-supervisory personnel on new techniques and products.

An orientation and training program will be developed to address both categories of employees: supervisory and non-supervisory labor. The program for both categories will include topics such as standards of conduct, duties, and responsibilities, Government regulations, safety, quality control, energy conservation tactics, emergency measures, and our own company policies and procedures. CRISTI firmly believes that the orientation and initial training provided to employee's forms the foundation for a highly qualified and professional project staff. Topics

pertinent to supervisors will include subjects such as supervisory techniques, work control, time management and job-related problem solving. The personnel orientation and learning program addresses such topics as work assignment, proficient task accomplishment (by each skill category), work efficiencies, and time utilization.

In addition to the introduction of new knowledge, our training program is designed to reinforce and develop existing skills. Our comprehensive training program includes on-the-job training and an extensive library of self-instructional courses. The reference material includes handbooks, workbooks, equipment manuals, and audiovisual tapes covering a wide range of custodial maintenance topics. Reference materials are among the best and most current available.

**Employee Training**

Because our product is the service performed by our people, human resources are our most valuable asset. Accordingly, CRISTI is firmly committed to the constant development of our internal labor pool. We firmly believe in developing well-rounded, highly qualified, employees. During the initial training program our Service Manual will be distributed to every employee. The manual defines the procedures for regular and periodic chores we have found to be most effective in carrying out their tasks. The manual is designed as a reference guide to direct employees in the performance of contract requirements.

We require our employees to actively participate in training courses covering technical aspects related to their areas of responsibility. The training programs take many forms, including on-the-job instruction, self-instructional training courses, audiovisual programs, and group discussions. We strongly support employee

suggestions for improving operations. Topics covered during these training programs include:

1. Basic Cleaning - Detailing the systematic steps applied to daily cleaning covering desk servicing, trash removal, general dusting, and floor care, etc. Includes viewing videotape and a demonstration of the proper techniques to use. Emphasis is on quality cleaning, proper product use, and safety.

2. Ground Rules for Professional Custodians - Enforcing the establishment of a professional attitude in all custodial workers to instill pride in workmanship and total awareness of all quality requirements. The "do's and don'ts" in such areas as personal conduct, security, cleaning techniques, customer relations, and work patterns are fully emphasized.

3. Basic Rest Room cleaning - Depicting our customized step-by-step method of cleaning restrooms. Proper procedures for cleaning, disinfecting, and servicing of fixtures and accessory items found in all restrooms are covered in detail. Includes viewing a videotape and demonstration of the proper techniques. Emphasis is on quality cleaning, proper product use, and safety.

4. Floor Maintenance - Covering basic procedures to care for both carpet and tile floor surfaces using such techniques as dust mopping, spray buffing, wet and damp mopping, vacuuming, stripping, sealing and polishing.

Our training program for on-the-job instruction provides the trainee with hands-on experience. Under the close direction of a supervisor, training time usually consists of 15% explanation, 25% demonstration, and 60% practice. Although this distribution will vary according to a specific job and skill level, most emphasis is placed on practice, since the employee learns best by actual performance.

To round out our training program, we use specially developed, self-instructional courses covering various aspects of maintenance services. These courses are arranged to make subjects easy to understand and important information easy to remember. Material is presented in a concise manner. The language is simple, and the courses are aimed at trainees who are not necessarily book oriented. The programs introduce and orient personnel to:

1. Cleaning Chemicals
2. Powered Equipment
3. Carpet Care
4. Floor Care
5. Rest Room Care

Periodically, small groups of personnel will assemble with their supervisor to discuss technical topics. During these meetings, supervisors disseminate information regarding the latest improvements in maintenance techniques, products, and equipment. Workers are encouraged to present their ideas to improve methods associated with their areas of responsibility. This stimulation of ideas frequently yields economy, enhanced results, and performance that ultimately contributes to greater client satisfaction and cost effectiveness.

Aside from the tangible benefits evolving from improved methods, the personal satisfaction that employees derive from seeing their ideas being implemented is also rewarding and a strong source of job motivation.

**Training of Other Personnel**

CRISTI realizes that not all training can be the same. Instead, the training must be tailored to the specific needs of the personnel and their work requirements. For personnel other than supervisory and maintenance staff, we have developed the following customized training program.

Training will be geared to on-the-job training and cross training. Supervisors are responsible for all safety related training including the hazard communications program (OSHA Right-to-know Law), proper use of tools and equipment (including personal protective equipment) and task specific safety training. They will also be responsible for identifying and recommending technical seminars and training programs to keep employees' knowledge current. Training records will be placed in the official personnel files.

- Orientation. Each employee receives orientation training related to performance. Corporate training specialists explain corporate overview, policies and procedures and project mission. Each new employee will become familiar with duties pertinent to his/her job, and with the logistics of the operation, such as procedures to obtain necessary parts and materials. In addition, our high standards for quality performance will be emphasized, our quality and safety programs explained, and worker's responsibilities reviewed.

- On-the-Job Training (OJT). The most effective method of teaching is personalized on-the-job training under actual operation and maintenance conditions. Supervisors provide hands-on training tailored to new procedures, equipment, and/or the hazards of each work task. Our approach to OJT is to: determine the personnel who are to receive the training; design a course tailored to the system and the personnel involved; assign instruction and establish a training schedule that will not interfere with operations.

- Cross Training. Cross training will be used to provide personnel with more than one skill or application of skills to new processes/equipment. Emphasis will be placed on correct performance of work processes and on the production of quality results.

**Training Program for Supervisory Personnel**

The successful performance depends on the ability of supervisors to direct and motivate their staffs effectively. It is our policy to enhance our supervisors' management skills and technical knowledge. Topics covered in supervisory training include:

1. Basic Supervision - Outlines, in detail, the duties and responsibilities of supervisors, and the importance of supervisors and their role in our professional management structure. Areas such as job specifications, client interface, complaint handling, assignments, absentee coverage, employee discipline, rules and regulations enforcement, care and responsibility for equipment, quality inspections, enforcement of safe work practices, and administrative responsibilities are covered.

2. Motivation of Personnel - Designed to reduce unnecessary employee turnover as well as the cost arising from administrative and training expenses associated with hiring unskilled and semiskilled personnel. This topic stresses the need for supervisors to be morale-conscious, and to convey a sense of acceptance, belonging, and esteem to all subordinates. The following motivational techniques are also discussed:

   A. Giving qualified personnel additional responsibility.
   B. Creating an interest in the job.

Supervisory training will be provided on-site thorough small, informal sessions. The procedures, guidelines and concepts will be presented in a manner, which meets the specific needs of our supervisory team. Below is an overview of the major topics, which will be discussed:

1. The project organization, its goals, and objectives.
2. The Supervisor's management role.
3. Responsibility for organization goals:
   A. Workmanship
   B. Equipment reliability and condition
   C. Schedule compliance
   D. Work planning
   E. Client relations
   F. Cost Control
   G. Preventive Maintenance
   H. Safety
   I. Security

4. Supervisory Techniques:

   A. Employee development and training
   B. Morale maintenance/Motivation
   C. Work efficiency
   D. Discipline
   E. Employee Counseling
   F. Administrative requirem ents

5. Performance Evaluation Considerations
6. Pitfalls to be avoided
7. Promoting open discussion and fair exchange of ideas.

Our management development program incorporates the following:

1. A supervised management-training program.
2. Seminars sponsored by the BSCAI.
3. Certification as Registered Building Service Managers (RBSM) and Certified Building Service Executives (CBSE).

As indicated above, this program will be supplemented and tailored to the needs of our supervisory staff by corporate training specialists, incorporating the use of special-subject, audiovisual productions and seminars.

## Security

Cristi Cleaning is aware of the importance of security at the LGA MAT. We will formulate and use a Security Training specifically designed for the contract. Our Head Supervisor will be our designated issuing officer for the Prospect contract. As the point-of-contact on all security matters, our Head Supervisor will be responsible for:

1. Implementing Cristi Cleaning's Security Training.
2. Applying identification passes in a timely manner and in accordance with our Security Plan.
3. Following necessary procedures for applying for security clearances.
4. Interfacing with LGA security personnel.
5. Attendance of all security seminars.

**Identification**

In addition, our Head Supervisor will ensure, on a daily basis, that all on-site employees working at the PA facility possesses a company identification prior to beginning his/her tour of duty.

Our Head Supervisor will ensure that each CRISTI employee is made available for photo identification badges, as required by the company, These badges will be issued individually, following the receipt of a favorable security report on the employee. CRISTI employees will sign their badge at the time they are photographed.

## *OSHA Compliance*

CRISTI agrees that all work performed by or at the direction of CRISTI hereunder shall be performed in compliance with all laws and with the requirements of the Occupation Safety and Health Act of 1970. CRISTI shall be fully responsible for the safety and health of all persons engaged by CRISTI, and all safety training related to OSHA regulations safety, universal precaution, etc.

## Employee Motivation and Incentive Programs

All CRISTI employees are constantly motivated by their immediate supervisors to perform in an excellent manner. Incentive programs are used to encourage high quality performance, good attendance and good work habits. We have developed a system of awards that are made to those that are recommended by a supervisor. The reward naturally depends on the importance of the task and the employee's reaction to it.

## Quality Assurance Plan and Customer Service Initiatives

Cristi Cleaning Service's quality assurance plan for the General Cleaning Services at LaGuardia Airport – MAT applies to all services we will provide under this contract. Our plan is designed to ensure:

- Compliance with the requirements of the contract
- Quality workmanship in all areas
- Clear, precise, complete and appropriate work instructions
- Timely correction of identified deficiencies
- Procedures for preventing recurrence
- Complete customer satisfaction

Quality Assurance Organization

Overall quality assurance for this contract will fall primarily under the auspices of the Head Supervisor on-site. He will be directly assisted in this aspect of the contract by our assigned Quality Control Inspector and Supervisors, all of who will conduct regular inspections and audits of performance and meet with Port Authority representatives on a regular basis to discuss quality assurance issues. He will meet also on a scheduled basis with the Quality Control Inspector and Supervisors to discuss the results of inspections and methods for correcting deficiencies. He will have complete corporate support in all decisions regarding corrective action including personnel training, changes, obtaining additional resources and responding to customer requests. The Head Supervisor will report directly to our corporate Vice President, who will have ultimate responsibility for quality assurance of this contract at the corporate level. Additionally, our Vice President, Mr. Ricardo Lopez will have ultimate responsibility for training personnel as it pertains to this contract.

Head Supervisor Quality Assurance Responsibilities

- Review contract requirements to ensure that they are precise, clear and complete
- Ensure that quality control policies and procedures are consistent with Port Authority mandates
- Formulate, administer and modify our on-site quality control plan to deal with site-specific requirements and procedures
- Initiate and maintain lines of communication on contract quality policies, procedures and actual performance with the designated Port Authority representative
- Act in an advisory role on-site for all quality assurance matters
- Conduct required quality control audits & submit reports to company headquarters

- Conduct inspections of all custodial activities to ensure compliance with contract specifications
- Maintain quality assurance/quality control program files and records
- Recommend action to correct defects
- Monitor and inspect contract records
- Coordinate quality matters with corporate personnel

The Head Supervisor will be supported by our corporate quality assurance department, under the direction of Mr. Ricardo Lopez, as stated previously. This department provides technical support on quality issues and performs periodic quality audits of the program.

Contract Employees

It is imperative that all Cristi Cleaning Service employees pay close attention to quality workmanship. Therefore, all employees on the cleaning contract assigned to LaGuardia Airport - MAT will have the following responsibilities:

- Deliver services only in accordance with contract specifications, approved safety practices, work methods and procedures
- Report improper or unsafe conditions and practices immediately to a supervisor
- Undertake no job that is not fully understood
- Make suggestions to supervision for the improvement of quality and quantity of services provided
- Attend quality control meetings as directed

Quality Control Policies

Cristi Cleaning Service's quality control program provides management with comprehensive, objective evaluation of staff and support capability. The purpose of our program is to ensure that, on a regular and routine basis, all services are:

- Performed on schedule and to the complete satisfaction of our client
- Performed in a manner which constantly improves quality levels
- Performed using industry acceptable methods, equipment and procedures
- Inspected to identify the level of service provided
- Documented every step of the performance period

Quality Control Procedures

Our quality control program embodies high standards of management and systematic quality control methods that have been continuously improved during Cristi Cleaning Service's 26 years in the janitorial / custodial business. Our built-in quality control procedures ensure surveillance and analysis as integral parts of total contract performance and create quality standards through the assessment of specific tasks required in each contract area.

By necessity, this program must be dynamic and flexible in order to adjust to changing requirements during the execution of the contract. The following procedures will ensure that all services required under this contract are provided at a satisfactory level of performance:

- Formal inspections of the entire facility conducted by our Head Supervisor, Quality Control Inspector and Supervisors daily to ensure services are being performed completely, correctly and consistently
- The use of checklists for inspections to ensure comprehensive coverage of requirements
- Formal inspections on a monthly basis, at a minimum, by our corporate Vice President of Operations
- Head Supervisor, and Supervisors will conduct quality meetings on a regularly scheduled basis with assigned personnel to review and discuss: The results of performance, inspections, corrective actions, schedules and assignments for the preceding period; goals, strategies and objectives for the upcoming period; and

potential problems and/or obstacles which may affect the achievement of higher standards, or which may potentially contribute to diminishing quality.

- Upcoming schedules are reviewed and compared to preceding schedules to ensure that all scheduled services are complete, or re-scheduled if not up to desired standards; to plan and coordinate actions necessary to prevent any diminishing in quality levels; and to discuss methods of improving the quality of services being provided.
- Systems are developed which can pinpoint "potential" problems and/or problem areas before they become "actual" problems
- Files will be maintained in the Head Supervisor's office of all inspections conducted and the corrective actions, if any, taken. These files will be maintained throughout the length of the contract and be made available for Port Authority inspection upon request.

The above quality control procedures will apply to the full range of functions and activities within the scope of work as outlined in the solicitation and contract and are designed to provide an accurate, timely measurement of our performance.

Quality Control Inspection System

Our quality control inspection system is designed to detect and correct minor deficiencies before they become full-blown problems. Additionally, it establishes protocols for detecting, identifying and documenting discrepancies; providing corrective action(s) in a timely manner; and preventing recurrence of deficiencies. We manage this through the utilization of various types/methods of inspection. Specifically, the types of inspections our personnel will perform for this contract include:

Random Sampling

This inspection method is used as an inspection technique when the work being checked is repetitive and sufficiently voluminous to make scheduled, 100% inspection

impractical. This type of inspection would be used primarily for those services which are performed daily such as the majority of station services, routine services, etc. Periodic cleaning, extraordinary cleaning and snow removal and/or flood response would be inspected as performed.

Periodic Inspection

This method is used when work is being performed on a frequent and/or continuous basis (i.e. station work). This method is especially effective when evaluating repetitive work. Checklists are used to identify what to look for during the inspection and to provide a method for determining whether the work in progress, or the completed work is acceptable or unacceptable. The acceptability of performance is based on the number of checklist items that do or do not meet the stated standards.

100% Inspection

This method would be used when services demand a close examination of all work requirements compared against defined specifications during a pre-determined performance period. This method is especially effective in instances where requirements are critical (i.e. safety, appearance, etc.) And when inspection of specific items is practical. This method would not be utilized for overall performance in this contract as there are many ongoing services being performed repetitively throughout the airport's operating hours.

Visual/Spot Inspection

This method is probably the most important method we would use on this contract. It allows us to ensure that work is being performed to standard; enables on-the-spot corrections as directed by the inspector; can be utilized throughout one working shift to inspect a large service area; would always be unscheduled to ensure personnel are aware

that their performance may be inspected at any given time, day or night; and enables our supervisory personnel to maintain constant awareness of the condition of the facility at all times.

Corrective Action Inspection

These inspections are obviously performed in instances where performance is, or was, substandard to ensure that the service has been corrected in accordance with all specifications. These inspections are logged as they are performed, with the final inspection report being forwarded to the Head Supervisor for review and filing. These records are important as they enable us to see if and where there may be trends of poor or non-performance happening, enabling us to take the proper corrective action necessary to alleviate the problem.

Our Head Supervisor and Supervisors will perform inspections on a daily basis for work both in progress and which has been completed. These inspections will be performed by walk-throughs throughout the facility. Each of these individuals will have the complete authority to direct corrections to any deficiencies found during their inspections.

## Customer Service Initiatives and Implementation

The success of Cristi Cleaning Service depends upon the quality of the relationships between our company, our employees, our customers, our suppliers and the general public. Our customers' impressions and their willingness to deal with us is greatly formed by the people who serve them. In other words, regardless of position, every company employee is a direct representative of our company. In that sense, the more goodwill promoted by each employee, the better received that our services are. We insist on a number of steps/directives for each employee to utilize to help promote the image of our company and, in conjunction with that, the image of the clients for whom we provide services. Those steps/directives are:

- Act competently and deal with customers in a courteous and respectful manner
- Communicate pleasantly and respectfully with customers and other employees at all times
- Take great pride in your work and enjoy doing your very best
- Provide businesslike replies to inquiries and requests
- Perform all duties in an orderly and professional manner
- Follow-up on questions promptly

These are the building blocks that Cristi Cleaning Service utilizes for our personnel in order to ensure success. We fully realize that our personnel, in the performance of their duties, are seen by the public on a daily basis and that they must, at all times, represent both our company and our client in the most professional manner possible. Therefore, our own, internal goals fall directly in line with the goals of the Port Authority in its initiative(s) to enhance and provide world class customer service.

As part of our intensive training program which covers not only cleaning basics, but safety, health, environmental concerns and other items which affect custodial personnel on a daily basis, we also provide training in customer relations and customer service. As a service company, we firmly believe that first appearances, as well as continuous superior service, are items that have allowed us to grow and prosper since our beginnings in 1980.

The training we will provide all of our assigned personnel will encompass, first and foremost, the Customer Service Airport Standard Manual of the Port Authority. Our personnel will be informed that they are expected to not only know those standards, but that they are to live up to them in the day-to-day performance of their assigned duties. We will stress attitude, appearance and knowledge as they apply to both the Port Authority Standards and the daily performance of their jobs.

Deficiency Reports

If immediate remedial action can not be taken to correct an identified deficiency, the inspector will prepare a Deficiency Report. This report will be forwarded immediately to our Head Supervisor who will determine and initiate the appropriate corrective action. The effectiveness of the corrective action will be monitored until the deficiency is corrected to the satisfaction of our Head Supervisor and the Port Authority. The Head Supervisor will maintain copies of all deficiency reports, which will be made available to Port Authority representatives upon request.

Follow-up action on discrepancies not readily correctable at the time of discovery is the direct responsibility of our Head Supervisor. Discrepancies such as this could entail items like faulty equipment, weather, or time restrictions. Any discrepancies or deficiencies not correctable within set time constraints will be immediately reported to our Head Supervisor. Proposed corrective actions in response to identified discrepancies will be an agenda item at each weekly quality control meeting and when corrective action can not be initiated immediately, a proposed plan of action is scheduled.

In order to ensure compliance with all contract requirements and that the facilities for which we are responsible are maintained to the highest standards, our Corporate Vice-President and Operations Manager will be fully responsible. Both our Vice-President and Operations Manager will be available as necessary and/or required to meet with Port Authority representatives to discuss any portion of the contract as it pertains to quality.

### Payroll Processing

The on-site supervisor who submits time records to our Payroll Department on a weekly basis prepares information relating to payroll. All payroll records will be made available to the PA if required to assure compliance with the contract.

A time sheet located in the facility management office and at the PA facility will be used to keep an accurate accounting of actual arrival and departure times of all non-supervisory personnel to determine punctuality. Time Sheets will be checked to monitor attendance and to keep track of any overtime hours being expended. Frequent tardiness will not be accepted and individuals abusing work-reporting requirements will be counseled whenever a tardiness or early departure pattern begins to appear.

### *Recruitment Procedures*

CRISTI will use a two-tiered approach to recruiting qualified, dedicated and professional personnel. The objective of our recruitment plan is to identify and hire personnel with the broadest capability and experience. At the management level, this provides a broad spectrum of expertise that can be used to enhance contract performance. At the working level, this allows CRISTI to assemble a permanent core staff to perform all requirements.

The first tier of our recruiting approach focuses on initial recruitment efforts. During this time we use various recruiting techniques to identify the most qualified personnel. Our first technique involves examining our employee files to determine our ability to transfer current employees working at other projects. Our second technique involves examining our Human Resources files to find any personnel

who can be used on the project. Our third technique involves placing advertisements in local area newspapers. The second tier of our recruiting approach focuses on continuous recruitment efforts. We continually advertise for qualified personnel. The resumes we receive make up a pool of qualified personnel that we maintain on file for future recruitment.

**Screening and Selection**

CRISTI emphasizes the importance of screening and selection when recruiting and hiring personnel. We believe that by using our initial screening process we ensure a quality and professional work force. This work force provides the highest quality performance. Professional interviewers screen applicants. We follow up with detailed reference checks. Screening includes a background check done by a third party.

**Orientation and Start-Up**

To further ensure superior performance, CRISTI's Human Resources specialists present all personnel with a two-day orientation session. On the first day, the orientation session allows CRISTI to present a general overview of the company. The specialists discuss what is expected of the employee and what the employee can expect from CRISTI. Particular attention is paid to reviewing our Employee Handbook. On the second day, the specialists will present a project-specific orientation. Topics discussed will include safety, quality and security.

**Awards, Bonuses and Recognition Programs**

In addition to the items discussed (wages and supplemental benefits), we also provide our personnel with an incentive plan. The elements of a successful incentive plan include careful planning, consistent execution and regular review. Goals should be realistic and

well defined. We are going to need a program which will be specific and achievable. One of the major goals of this program for the Port Authority will be focused on customer courtesy and responsiveness. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:

- Attendance
- Punctuality
- Neatness
- Quality
- Productivity
- Safety
- Teamwork
- Training participation

Awards and bonuses for superior customer service may be presented to:

- Employee of the month
- Crew of the month
- Employee of the year

This award, bonus and recognition program allows us to reward employees who represent not only Cristi Cleaning Service, but also the Port Authority in the best possible light to the travelers and visitors who will pass through LaGuardia Airport – MAT.

**Job Enrichment**

Our policy is to make the employee realize that the job and the individual are very important in the performance of the overall contract. We will encourage our supervisors to praise individuals for a job well done and to stimulate independent thinking among their staffs, promoting job efficiency.

**Continuous Training**

Supervisory and on-the job training are effective techniques used at all of our customer sites.

**Employee Participation**

Effective and productive workers are essential to successful contract performance. The potential for superior productivity is enhanced by communicating to all employees that they are an integral part of a highly successful team. Our on-site supervisors emphasize the importance of "teamwork" to each employee.

**Advancement Reviews**

Continuing reviews for advancement tell our employees that we are keenly interested in their welfare and in retaining their service for the long term. Each employee is reviewed annually with new employees being reviewed during and at the end of their 90-day probationary period. These reviews are constructive and informative and cover broad subjects such as employee objectives and possible avenues for advancement.

## Disciplinary Procedures

CRISTI will utilize every resource at our disposal to recruit, develop and retain the most highly qualified staff available for the facility. In spite of the rigorous evaluation process and generous compensation package we provide, we recognize that it may be necessary to discipline employees.

CRISTI has formal employee disciplinary procedures, which will be used whenever such action is necessary. The process consists of the following measures:

a. Verbal Warning - Delivered by Supervisor for first three (3) infractions.

b. Letter of Reprimand/Notification of Poor Work Performance - Can be initiated by Lead Custodian. Original letter is given to employee; copies are retained in on-site personnel files and Corporate Personnel Office.

c. Employee Warning/Reprimand Notice - Initiated by the Supervisor in consultation, as necessary, with the Main Office. Original copy to employee; one copy to Corporate Personnel Office.

d. Termination Notice - Issued by the Head Supervisor or other Corporate Supervisor with the authority to terminate personnel. Original and copy to Corporate Personnel Office and copy to initiating supervisor.

Typical problems leading to one or more of the above actions include unreported absence; excessive absence; lateness; poor work performance; misconduct; moral turpitude; insubordination; safety violations; and failure to follow instructions or procedures. When these situations are encountered and have not already been dealt with internally, such as in those cases where our management is unaware of the potential problem, the Supervisor is encouraged to contact the Head Supervisor to arrange a meeting in which the situation can be fully reviewed.

**Professionalism and Appearance of Staff**

As representatives of CRISTI and in keeping with our corporate policy, our employees' professional image is regarded as another facet of the total service

product we provide our customers. All of our employees and subcontractors (if required) personnel will be required to conduct themselves in a professional manner, and develop a congenial working relationship with tenants, visitors, and other subcontractors (if required) at the PA Facility. When the janitorial, supervisor/managerial personnel report to work each day, a presentable appearance will be expected. Good grooming and personal hygiene will be stressed and enforced. The janitorial and utility staff will be expected to keep their uniforms in good conditions and regularly laundered.

**Uniforms**

Although one cannot put a value on image, its importance cannot be questioned. CRISTI recognizes that to obtain new business and maintain current business we must provide a professional image to our customers, such as the PA, as well as the public. The way CRISTI employees look can add or deter greatly from that image. CRISTI has entered into an agreement with a nationwide uniform company to provide us with professional uniforms for each job classification.

**F.3.d. TECHNICAL EXPERTISE AND EXPERIENCE**

Cristi Cleaning Service was formed in 1980 with a primary focus in the housekeeping business, with emphasis on cleaning commercial office buildings, schools, government installations, hospitals and medical facilities. The primary objective of our company is to develop and maintain an outstanding professional organization in an environment that allows individuals to benefit and grow professionally from mutual association. The following objectives guide all company activities and decisions:

- To maintain a high standard of achievement and conduct through excellence in the work performed for our clients and to promote integrity and dependability in relationships with both clients and colleagues

- To maintain stability through appropriate financial management
- To encourage mutual esteem and respect among all members of the firm
- To ensure the highest quality of service performed on behalf of the firm

Our staff consists of Certified Housekeeping Professionals, as recognized by the International Executive Housekeepers Association; we are also certified to service hospitals and medical facilities, as approved by the National Housekeepers Association; and we are knowledgeable in all phases of the building maintenance industry.

Cristi Cleaning Service's management group maintains an ongoing educational program with recognized organizations in the housekeeping industry. We maintain a continuous training program for all personnel, introducing new technological advances in cleaning methods, quality control and safety programs. We have in place an Affirmative Action Program which has satisfied both the Port Authority and the Federal Government as attested by contracts currently underway for those organizations. Cristi Cleaning Service is a professional organization, committed to a cleaner, safer and healthier environment, specializing in the following areas:

- Airports
- Porter service
- Floor maintenance program
- General office cleaning
- Interior/exterior window cleaning
- Power sweeping streets and parking lots
- Dry carpet cleaning (Host System)
- Computer aided maintenance plan (Carpets)
- Malls/shopping centers

- Schools
- Hospitals
- Medical facilities
- Blood and emergency clean-up
- Seven day, 24 hour service

*Memberships and Certifications*

- International Executive Housekeepers Association (IEHA)
- Building Service Contractors Association International (BSCAI)
- Cleaning Management Institute
- Certified Executive Housekeeper
- State of New Jersey Certification
- Minority Business Enterprise Certified
- The Port Authority of New York/New Jersey Certified
- United States Government Certified

**Utilization of Technological Advances and Benefits**

At Cristi Cleaning Service we choose premier suppliers to support our business. One partnership that is critically important to us is that of The Butcher Company. Butcher's provides us with quality, state-of-the-art products that enable our personnel to maintain facilities to the highest level of cleanliness. Butcher's also provides the most innovative training program in the industry on the safe and proper use of its products.

The Butcher Company is a 120 year old manufacturer of quality cleaning chemicals. Back in 1880, Butcher's invented America's first floor finish, Boston Polish Past Wax. Since then, they have created a line of industrial cleaning chemicals that are regarded as some of the industry's best. Butcher's also provides us with technical support, allowing

us to get product and procedural questions answered quickly and accurately.

Cristi Cleaning Service's use of premium quality cleaning chemicals has many benefits. Most notable is the continued cleanliness of the facilities we maintain. Another important aspect is the disinfecting of restroom surfaces, floor safety and the overall appearance of the work environment. The products we use are friendly to the surfaces that we clean, the peoples using the products, other personnel in the areas being cleaned and the environment as a whole. We also ensure that we are only using the required amount of product necessary to do the job.

To be sure the products are mixed accurately, we use the latest dilution control system, Butcher's Command Center. The Command Center and its family of dilution control systems ensures that our cleaners consistently use the proper amount of product. Dilution control is simple, safe, easy to use and cost-effective. Control over product usage can be delivered through several options. Butcher's Pipeline packaging offers product measuring with specially designed bottles.KDS offers one quart to five-gallon convenience in mixing. Command Center III offers no-chemical contact and is best suited for larger facilities. Quality products are important, however, unless our staff is fully trained to use those products properly, they have no real value. The effective training that The Butcher Company provides to our staff is one of the greatest strengths we have to ensure up-to-date information, methods and overall effects of the products and their usage. We do not just give training "lip service", we invest a considerable amount of time, energy and money ensuring that our employees know how to perform their duties properly, utilizing the correct equipment, supplies, materials and methods.

We train each and every cleaner using Butcher's patented training process called **Tell, Show, Do, Review**. This training capitalizes on our understanding of adult leaning principles and it gives us the ability to deliver training in a professional and consistent

manner. During our employee training sessions, our cleaners take part in the learning process by actually performing the tasks that we will assign to them on a contract. First, our supervisor will tell the cleaner the proper process. Then he will show the cleaner the proper process. Once the cleaner has seen the supervisor perform the task, he is asked to do the task himself. When adults actually perform the task being described, their retention rises to 90%, ensuring they know the proper process. In the final step, the cleaner is asked to review what he has learned back to the supervisor, allowing the supervisor to ensure that proper learning has taken place.

We have used The Butcher Company as being representative of the up-to-date technologies, including training, that Cristi Cleaning Service employs. We take pride in the fact that we have achieved continuous growth since our inception and one major way we have done that is to ensure that we are aware of, and make our employees aware of, the latest equipment, tools, supplies, chemicals, methods and procedures are utilized on every one of our contract. This has enabled us to provide all of our clients with a superior service, bringing success to our company, our personnel, and enhancing the image of our clients.

Finally, as new technologies develop and operational procedures refine in our field, we will provide the training necessary for our personnel to ensure all contract personnel maintain proficiency in their respective disciplines, further enhancing the quality of service and improving the appearance of the facility even further.

**Management of Cleaning in Similar Facilities**

Cristi Cleaning Service is a minority, woman-owned small business currently enrolled in the Federal Government's 8(a) program and the Port Authority Small Business Program. Our company is firmly established, highly successful in our chosen field and fully capable of providing the services required by this solicitation. We have included below, information on similar contracts for your review. We firmly believe you will find that the services provided by Cristi Cleaning Service are superior to most of those found elsewhere in the industry.

## JOHN F. KENNEDY INTERNATIONAL AIRPORT

PLACE OF PERFORMANCE: JFK AIRPORT BUILDING 14
CONTACT: DAVE HOLT, MAINTENANCE UNIT SUPERVISOR
718-244-3556
WORK PERFORMED: GENERAL CLEANING SERVICES
EMAIL ADDRESS: DHOLT@PANYNJ.GOV
DATE COMPLETED: MARCH 2003 TO DATE

## LAGUARDIA AIRPORT-MARINE AIR TERMINAL

PLACE OF PERFORMANCE: LAGUARDIA AIRPORT-MARINE AIR TERMINAL
CONTACT: ROBERT BARNES 718-533-3483
WORK PERFORMED: GENERAL CLEANING SERVICES
DATE COMPLETED: 4/1/01 TO 3/31/07

## PARAGON FEDERAL CREDIT UNION

PLACE OF PERFORMANCE: MONTVALE, NJ, - UNION CITY, NJ – MAHWAH, NJ – ENGLEWOOD, NJ – WEST ORANGE, NJ MAHWAH, NJ AND ENGLEWOOD, NJ
CONTACT: GERI VAN SANT (201) 263-3923
DATE COMPLETED: 9/20/04 TO DATE

## AVPORTS TETERBORO AIRPORT

PLACE OF PERFORMANCE: TETERBORO AIRPORT, NJ
CONTACT: JOHN PANARELLO, MANAGER (201) 288-1775
WORK PERFORMED: GENERAL CLEANING SERVICES
DATE COMPLETED: 3/28/03 TO 03/31/06

**Utilization of Computers in Scheduling, Reporting, etc.**

Cristi Cleaning Service has been, for a number of years, utilizing computer programs for scheduling, reporting and maintenance of all our financial records. Additionally, our quality assurance program is completely computerized to remove any individual interpretation of performance, which quantifies the highest standards of performance. The computerized results of this program highlight areas that may need remedial measures so that all supervisory staff may be proactive in their scope of operation.

Our system is designed to help quickly set up standards procedures for our company. It allows us to hold a complete schedule of project work throughout the year. Work calendars are used by the program to show which days are available at a particular job. It gives us the opportunity to add, change or delete information pertaining to any project. This enhances our ability to be more flexible with any inconsistencies that may arise throughout the term of the contract.

Cristi Cleaning Service is a well-respected, highly successful building services company that has the knowledge, expertise, financial wherewithal and drive to ensure successful performance of all the requirements the Port Authority is requesting in its solicitation. We are currently performing other contract for the Port Authority, therefore, it is common knowledge with this agency that we are extremely capable of making this contract succeed and in many instances will even exceed all expectations. We are a local company, well-established, with the vendors, financing, personnel, skills and knowledge to ensure *Total Client Satisfaction* in all aspects of performance. We appreciate the opportunity to participate in this procurement effort and believe completely that we are the logical choice for award of this contract.

## F.3.E. Identity Check / Background Screening Plan

Cristi is aware of the importance of security at LGA MAT facility. All background checks on new employees will go back ten years at a minimum. Background checks will be done by a third party use by Cristi to all our locations.
Our Human Resources Department is charged with the responsibility of contacting former employees and other references prior to hire.

### Company Identification

All employees of CRISTI are required to have and display ID Cards while on PA premises. The card prominently displays the employee's name, our company name and can include any other information that the PA might require.

### Time Period

We expect to receive reports on the background checks no more than two weeks after submitting the information.

## G. ACKNOWLEDGMENT OF ADDENDA

We acknowledge the receipt of all addendums to this procurement

# H. ACCEPTANCE OF STANDARD CONTRACT TERMS AND CONDITIONS

We have studied Attachment B, Standard Contract Terms and Conditions governing the Contract and are in full agreement.

We take no exception to the states Terms and Conditions

## G. M/WBE PLAN

While CRISTI is classified as an SBE and WBE we still feel it is important to have a subcontracting plan in place for future use.

We anticipate satisfying our small/small disadvantaged business subcontracting goals by aggressively pursuing qualified concerns providing the following types of supplies and services.

- Business Equipment and Supplies
- Equipment, supplies and materials for janitorial services
- Maintenance and repair service

# THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
# PURCHASING SERVICES DIVISION
# ONE MADISON AVENUE, FLOOR 7TH
# NEW YORK, NY 10010

## ADDENDUM No. 1

## September 29, 2006

**TO PROSPECTIVE PROPOSERS ON PROPOSAL NO. 11223 FOR RF P-ENVLGACP1A-GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGAR 11, POLICE EMERGENCY GARAGE AND BUILDING 84.**
**DUE NO LATER THAN 2:00 PM ON OCTOBER 26TH, 2006.**

**Insert the following:**
**Information for proposers J. Union Jurisdiction as the second unreferenced paragraph b. For informational purposes only, proposers are advised that the following labor organization may claim jurisdiction over the work described in this document:**
**United Food And Commercial Workers. U.F.C.W. Local 348-S**
**9235 4TH Avenue, Brooklyn, N.Y. 11209. Telephone No. 718-745-3487**

THIS COMMUNICATION SHOULD BE INITIALLED BY YOU AND ANNEXED TO YOUR BID UPON SUBMISSION.

IN CASE ANY BIDDER FAILS TO CONFORM TO THESE INSTRUCTIONS, ITS BID WILL NEVERTHELESS BE CONSTRUED AS THOUGH THIS COMMUNICATION HAD BEEN SO PHYSICALLY ANNEXED AND INITIALED.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

9/29/06

BIDDER'S FIRM NAME: CRISTI CLEANING

INITIALED: _____

DATE: 12/18/2006

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

THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 10/19/2006**

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on November 9, 2006, no later than 2:00PM

☒ Originally due on October 26, 2006, no later than 2:00PM

**The following changes are hereby made in the documents:**

- **THIS RFP IS HEREBY POSTPONED UNTIL NOVEMBER 9, 2006, NO LATER THAN 2:00 PM.**

- For Informational Purposes Only – A copy of the sign-in sheet for the facility site inspection is attached.

- It is anticipated but not guaranteed that an additional addendum will be issued to this RFP. All prospective Proposers will be notified accordingly.

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

**Question**
Would it be possible to obtain a copy of the Approved Products List?
**Answer:**
See attached copy of the Approved Products list dated August 2, 2006.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER 10/19/06
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: _____

DATE: 12/18/2006

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

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 10/26/2006**

ADDENDUM #3

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☐ Due back on (postponed), no later than 2:00PM

☒ Originally due on October 26, 2006 and November 9, 2006, no later than 2:00PM

**The following changes are hereby made in the documents:**

**This RFP is postponed until further notice. Proposers shall be notified via addendum when a new deadline for submittal of proposals is set.**

A. Page 6, Paragraph I, of Information for Proposers , Aid to Proposers, delete the entire chart of "Item Description" and "Number of Cases Per Year" as originally shown and replace with the following:

| "Item Description | Number of Cases Per Year |
|---|---|
| Large Trash Bags | 240 (150 per case) |
| Small Trash Bags | 96 (1,000 per case) |
| Sanitary Bags | 21 (500 per case) |
| C-Fold Paper Towel | 144 (16 bundles per case) |
| Large Toilet Paper | 240 (6 rolls per case- 1,000 linear feet per roll) |
| Clean Seat Toilet Paper | 120 (20 boxes per case) |
| Urinal Screens | 80 (12 per case) |
| Small Toilet Paper | 240 (12 rolls per case) |
| Roll Paper Towels | 240 (6 rolls per case) |
| Soap | 201 (8 packages per case) |
| Odor Eater | 24 (2 gallons per case) |

| | | |
|---|---|---|
| Liquid Floor Cleaner | (Concentrated) | 48 (2 gallons/case) |
| Liquid Glass Cleaner | (Concentrated | 24 (2 gallons/case) |
| Liquid Heavy Duty Cleaner | (Concentrated) | 24 (2 gallons/case) |
| Liquid Bathroom Detergent | (Concentrated) | 24 (2 gallons/case) |
| Carpet Shampoo | (Concentrated) | 4 (4 gallons per case |
| Floor Stripper | (Concentrated) | 24 (5 gallon buckets) |
| Floor Finish (WAX) | (Concentrated) | 32 (5gallon Buckets)) |
| Carpet Rinse | (Concentrated) | 4 (4 gallons per case) |

B. Page 12 of Exhibit A – Scope of Work, Hangar 7 Center and South, Paragraph A. Routine Cleaning, subparagraph 1. Policing, line nineteen changes from "Men's Supervisor's Locker Room (240)" to "Men's Supervisor's Lavatory (240)".

C. Page 12 of Exhibit A – Scope of Work, Hangar 7 Center and South, Paragraph A. Routine Cleaning, subparagraph 1. Policing, line twenty: change from "Women's Supervisor's Locker Room (139)" to "Women's Supervisor's Lavatory Room (139)".

**D.** Page 12 of Exhibit A – Scope of Work, Hanger 7 Center and South, Paragraph A. Routine Cleaning, subparagraph, 1. Policing: change from "Approximate Total : 28,27,336 Square Feet" to "Approximate Total : 27,336 Square Feet".

E. Page 13 of Exhibit A – Scope of Work, Paragraph A, Routine Cleaning, subparagraph 2. Thorough Cleaning of Offices, Lavatories, Locker Rooms, Corridors, Stairways, Vestibules, Lobbies, Reception Areas, Miscellaneous Rooms and Lunch Rooms, first paragraph, line four, change from "1:00 PM and 7:30 AM" to "7:30 AM and 11:00 PM."

F. Page 13 of Exhibit A – Scope of Work, Paragraph A, Routine Cleaning, subparagraph 2. Thorough Cleaning of Offices, Lavatories, Locker Rooms, Corridors, Stairways, Vestibules, Lobbies, Reception Areas, Miscellaneous Rooms and Lunch Rooms, second paragraph, line nineteen, change from "Men's Supervisor's Locker Room (240)" to "Men's Supervisor's Lavatory (240)." Additionally, in line twenty of the same paragraph, change from "Women's Supervisor's Locker Room (139)" to "Women's Supervisor's Lavatory Room (139)"

G. Page 16 of Exhibit A – Scope of Work, "Periodic Cleaning," paragraph 1.d. "Machine Scrubbing of Ceramic Tile/Quarry Tile Floor Surfaces", third line, change from "Men's Supervisor's Locker Room (240)" to "Men's Supervisor's Lavatory (240)" and change from "Women's Supervisor's Locker Room (139)" to "Women's Supervisor's Lavatory Room (139)"

H. Page 28 of Exhibit A – Scope of Work, "Building 84," "Thorough Cleaning of offices, Lavatories, Locker Rooms, Corridors, Miscellaneous Rooms, Lunch

Rooms", First paragraph, second line, change from "seven (7) days per week" to "five (5) days per week".

I. Page 12 of Exhibit A – Scope of Work, Hangar 7 and South, First paragraph, second line, change from "seven (7) days per week" to "five (5) days per week".

J. Page 39 of Exhibit A – Scope of Work, add the following paragraph:

**"8. SPOT RELAMPING**

The Contractor shall perform spot re-lamping as necessary. Bulbs shall be provided by the Port Authority at no cost to the Contractor."

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

**Question # 1**

Who is the lead entity on the insurance and workman's comp. certificates? Please provide the appropriate address.

**Answer:**

The lead entity on the certificate shall be the successful proposer.

**Question # 2**

What is the passenger/traveler count / month passing thru this terminal the last 2 years?

**Answer:**

The passenger flow is very small. It is not tracked.

**Question # 3**

What is the contract monetary amount for the current year 2006 of this contract?

**Answer:**

The amount is $1,300,000 per year.

**Question # 4**

Is background testing necessary on existing employees working at the facility? Is drug testing necessary?

**Answer:**

The facility has no requirement for drug testing. Background checks on existing employees are only done if they have a break in employment.

**Question # 5**
Verify all the configurations of the buildings (sq ft) and hours of operation for Hangar 7 Center and South on pages 12-30.
**Answer:**
Refer to the changes above letters B through J.

**Question # 6**
Is there anyone representing the Union for Small Business?
**Answer:**
This organization is not known to the facility.

**Question # 7**
Does the station worker have to be physically present at the station?
**Answer:**
Yes

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: [signature]

DATE: 12/18/2006

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

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

**Date 12/14/2006**

ADDENDUM #4

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on December 21, 2006, no later than 2:00PM

☒ Originally due on October 26, 2006 and November 9, 2006, no later than 2:00PM

**The following changes are hereby made in the documents:**
**This Proposal is due back on December 21, 2006, no later than 2:00 PM.**

**For informational Purposes only, the current number of full time cleaners at this work site is 20. The average wage for these positions is $11.34.**

**The current number of part time cleaners at this work site is 8. The average wage for these positions is $11.34.**

**The current number of full time supervisors is 4. The average wage for these positions is $14.63.**

**The current number of part time supervisors is 2. The average wage for these positions is $14.63.**

**(The above dollar information pertains to wages only. It does not apply to benefits.)**

A. Page 8, Section 5 of Information for Proposers , Evaluation Criteria and Ranking, delete this section in its entirety and replace with the following:

"5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the proposers' management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall include consideration of the Proposer's proposed labor and supervisory staffing, M/WBE subcontracting plan, on-site management plans and work plan for this Contract, and proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to general liability, automobile liability and workers' compensation insurance; prior wage and benefit compliance and insurance compliance on other contracts with the Port Authority and its subsidiaries.

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Deliverables of the Request For Proposals, including but not limited to items such as:

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar cleaning services in heavily trafficked large public facilities using a staff comparable in size to that necessary for the LaGuardia Airport – MAT, Hangar 7, Hangar 11, PEG and Building cleaning. Experience of Proposer's senior management team in managing employee management programs, including, but not limited to, references for employees, security training, OSHA safety training, quality assurance and control programs, disciplinary procedures, staff planning, payroll processing and recruiting and maintaining a stable workforce and utilization of technological advances in cleaning methods and contract management.

D. Staffing Management

- The Contractor's plan in performing the service hereunder that will ensure that employees who performed similar roles under a previous Port Authority contract at the facility suffer no diminution in wage rate under the new Contract;

- The Proposer's plan to ensure compliance with the wage/benefit requirements of this Contract including the quality of the proposed benefits such as holiday, vacation and sick benefits and any other proposed benefits;
- The quality of the Proposer's employee retention plans for this contract;
- The Proposer's training and safe work environment plans for this contract.

E. Background Check Plan

The Proposer must submit a Background Check plan in accordance with this document, which will be considered pass/fail."

**B.** Page 12, Section 7 of Information for Proposers, Paragraph F., Proposal, delete this section in its entirety and replace with the following:

**"F. Proposal**

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the cleaning services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal

   a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, supplemental benefits, overheads, profits, etc. The cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.

   b. Financial – The Proposer shall describe in detail all compensation it expects to receive from the Port Authority for the performance of the work and any other cost factors relevant to the proposal as required in the Cost Proposal Form.

2. Management Approach

   1. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

   2. The Proposer shall show the number of full time and part time employees to be utilized in providing the services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover.

3. The Proposer should provide a complete description of how it intends to implement and manage the cleaning services at LaGuardia Airport- MAT, Hangar 7, Hangar 11, PEG and Building, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to insurance requirements, i.e. general liability, automobile and workers' compensation and the Proposer's M/WBE Participation Plan. In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at LaGuardia Airport- MAT, Hangar 7, Hangar 11, PEG and Building 84, including how it will determine and maintain performance measurements.

4. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days is implemented and administered by the Contractor.

3. Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Deliverables of the Request For Proposals

a. The Proposer should submit a listing of all cleaning contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. Include for each contract listed the name and address of the contracting party; the locations where the work was performed; duration of the contract; the approximate dollar amount of the contract; the annual staff hours of full and part time labor expended in the performance of the contract; a summary of the types of work performed and the names, addresses and telephone numbers of the owners; representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including their length of service with the firm, the anticipated function of each person on the Contract and a summary of the relevant experience of each person listed. The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to,

cleaning related training, security training, OSHA safety training, employee motivation and incentive programs, Quality Assurance/Quality Control programs, payroll processing, recruitment procedures, staffing retention plan, and disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. The Proposer shall submit to the Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning methods and resulting benefits;
- Management of cleaning in buildings and facilities, of similar size.

4. Staffing Management

1. Describe the Proposer's plan to ensure that an employee who performed a similar role at the facility under a previous Port Authority contract suffers no diminution in wage rate under the new Contract.

2. The Proposer shall submit a Wage and Supplemental Benefits Plan for the Contract for the positions for which average wage and benefit requirements are specified. In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified average wages and supplemental benefits. The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required average wages and supplemental benefits before the end of the affected period

3. Describe the Proposer's employee retention plan for this contract.

4. Describe the Proposer's training programs and workplace safety programs for this contract.

5. The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to

all years of the Contract and shall include, but not be limited to, the following:

> The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees."

The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal."

MAT, Hangar 7, Hangar 11, PEG and Building 84
This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

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

INITIALED: MA

DATE: 12/18/2006

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

THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 12/19/06**

ADDENDUM #5

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on January 9, 2007, no later than 2:00PM

☒ Originally due on October 26, 2006,November 9, 2006 and December 21, 2006, no later than 2:00PM

**The following changes are hereby made in the documents:**
**This Proposal is hereby postponed. The new proposal due date is January 9, 2007 no later than 2:00 PM.**

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: _____

DATE: 12/28/06

PS11All

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

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 1/3/2007**

ADDENDUM #6

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGAPCP1A-General Cleaning Services at LaGuardia Airport Central Terminal Building.

☒ Due back on January 16, 2007, no later than 2:00PM

☒ Originally due on October 26, 2006, November 9, 2006, December 21, 2006 and January 9,2007 , no later than 2:00PM

**The following changes are hereby made in the documents:**

- **This Proposal is hereby postponed. The new proposal due date is January 16, 2007 no later than 2:00PM.**
- **It is anticipated but not guaranteed, that an additional addendum will be issued to this RFP, which may address certain concerns raised by prospective proposers. All prospective proposers will be notified accordingly.**

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI

INITIALED: _____

PS11All

DATE: _____

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

**Cristi Cleaning**

**From:** "DocumentRequested" <DocumentRequested@panynj.gov>
**Sent:** Thursday, January 04, 2007 9:01 AM
**Attach:** Addendum6_11223.pdf
**Subject:** RFP #11223 - ADDENDUM #6 - GENERAL CLEANING SVCS. AT LGA MARINE AIR TERMINAL, HGR. 7, HGR. 11, POLICE EMERGENCY GARAGE AND BLDG. #84 - DUE: 1/9/2007 @ 2:00PM

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

PURCHASING SERVICES DIVISION

ONE MADISON AVENUE, 7th FLOOR

NEW YORK, NY 10010

ADDENDUM #6

January 3, 2007

To prospective bidders on **RFP #11223 - ENVLGACP1A - GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGAR 11, POLICE EMERGENCY GARAGE AND BUILDING 84 due January 9, 2007 at 2:00PM**

The following changes are hereby made in the subject document.

See attached.

<<Addendum6_11223.pdf>>

NOTICE: THIS E-MAIL AND ANY ATTACHMENTS CONTAIN INFORMATION FROM THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND AFFILIATES. IF YOU BELIEVE YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY, PERMANENTLY DELETE THIS E-MAIL (ALONG WITH ANY ATTACHMENTS), AND DESTROY ANY PRINTOUTS.

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 1/10/07**

ADDENDUM #7

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on January 16, 2007, no later than 2:00PM

☒ Originally due on October 26, 2006,November 9, 2006, December 21, 2006 and January 9, 2007, no later than 2:00PM

**The following changes are hereby made in the documents:**
**Change the title of addendum # 6 dated 1/3/2007 from "RFP-ENVLGACP1B - General Cleaning Services at LaGuardia Airport Central Terminal Building" to "RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84."**

**For informational purposes only a payroll register is attached that identifies wages that the current employees are receiving.**

**Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority. There is no guarantee that these wages will be the same at the commencement of the new contract. Reference Addendum # 4 dated 12/14/06, Section 5. Evaluation Criteria and Ranking.**

**Delete the "For Informational Purposes Only" section relating to positions and average wages of Addendum # 4 dated 12/14/06.**

**If the Port Authority accepts your proposal, you would be required to pay any employee hired by you at least the same hourly wage rates he/she was paid by the prior Contractor even if those rates are higher than the rates on the attached payroll register.**

**Our existing Contract is expected to expire on July 31, 2007.**

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI

INITIALED: _____

DATE: 1/12/07

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

| COMPANY # | COMPANY NAME | PERIOD END | CHECK DATE | WEEK # |
|---|---|---|---|---|
| CR4 | CRISTI CLEANING SERVICE CORP.(FIBI) | 12/29/06 | 01/04/07 | 1 |

BDS

# PAYROLL CHECK REGISTER



| EMPLOYEE | | | HOURS & EARNINGS | | | | TAXES & DEDUCTIONS | | | | | | CHECK | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EMP # | DEPT | NAME | PAY RATE | TYPE | HOURS | AMOUNT | TYPE | AMOUNT | TYPE | AMOUNT | TYPE | AMOUNT | NET PAY | CHECK # |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 32.00 | 543.20 | GROSS | 651.84 | CITNY | 9.85 | | | 541.96 | 267950 |
| | | | | HOL | 8.00 | 108.64 | FICA | 49.86 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 34.41 | | | | | | |
| | | | | | | | SWTNY | 14.86 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 80.00 | 1086.40 | GROSS | 1195.04 | CITNY | 26.27 | | | 970.17 | 267951 |
| | | | | HOL | 8.00 | 108.64 | FICA | 91.42 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 64.35 | | | | | | |
| | | | | | | | SWTNY | 41.63 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 80.00 | 1086.40 | GROSS | 1195.04 | CITNY | 29.91 | | | 872.70 | 267952 |
| | | | | HOL | 8.00 | 108.64 | FICA | 91.42 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 149.60 | | | | | | |
| | | | | | | | SWTNY | 48.21 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 80.00 | 1086.40 | GROSS | 1195.04 | CITNY | 29.16 | | | 922.78 | 267953 |
| | | | | HOL | 8.00 | 108.64 | FICA | 91.42 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 103.58 | | | | | | |
| | | | | | | | SWTNY | 46.90 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 40.00 | 483.60 | GROSS | 483.60 | CITNY | 4.02 | | | 0.00 | 267954 |
| | | | | | | | FICA | 36.99 | DBLNY | 1.20 | | | | VOID |
| | | | | | | | FWH | 42.89 | CK | 392.91 | | | | DD |
| | | | | | | | SWTNY | 5.54 | | | | | | |
| [redacted] | 150 | [redacted] SO | 12.0900 | VAC | 32.00 | 386.88 | GROSS | 386.88 | CITNY | 2.74 | | | 0.00 | 267955 |
| | | | | | | | FICA | 29.60 | DBLNY | 0.00 | | | | VOID |
| | | | | | | | FWH | 28.50 | CK | 324.87 | | | | DD |
| | | | | | | | SWTNY | 1.67 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 24.00 | 290.16 | GROSS | 386.88 | CITNY | 3.70 | | | 319.14 | 267956 |
| | | | | HOL | 8.00 | 96.72 | FICA | 29.60 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 28.50 | | | | | | |
| | | | | | | | SWTNY | 4.74 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 64.00 | 773.76 | GROSS | 870.48 | CITNY | 17.82 | | | 715.23 | 267957 |
| | | | | HOL | 8.00 | 96.72 | FICA | 66.59 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 42.07 | | | | | | |
| | | | | | | | SWTNY | 27.57 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5100 | REG | 48.00 | 648.48 | GROSS | 756.56 | CITNY | 12.50 | | | 553.82 | 267958 |
| | | | | HOL | 8.00 | 108.08 | FICA | 57.88 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 64.21 | TL | 50.00 | | | | |
| | | | | | | | SWTNY | 18.90 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 72.00 | 870.48 | GROSS | 967.20 | CITNY | 21.40 | | | 721.90 | 267959 |
| | | | | HOL | 8.00 | 96.72 | FICA | 73.99 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 115.43 | | | | | | |
| | | | | | | | SWTNY | 33.28 | | | | | | |
| [redacted] | 150 | [redacted] RG | 15.6800 | REG | 32.00 | 501.76 | GROSS | 627.20 | CITNY | 9.09 | | | 513.23 | 267960 |
| | | | | HOL | 8.00 | 125.44 | FICA | 47.98 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 31.95 | | | | | | |
| | | | | | | | SWTNY | 13.75 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 80.00 | 967.20 | GROSS | 1063.92 | CITNY | 24.96 | | | 797.19 | 267961 |
| | | | | HOL | 8.00 | 96.72 | FICA | 81.39 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 129.93 | | | | | | |
| | | | | | | | SWTNY | 39.23 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 72.00 | 977.76 | GROSS | 1086.40 | CITNY | 25.70 | | | 850.24 | 267962 |
| | | | | HOL | 8.00 | 108.64 | FICA | 83.11 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 87.29 | | | | | | |
| | | | | | | | SWTNY | 39.46 | | | | | | |

| COMPANY # | COMPANY NAME | PERIOD END | CHECK DATE | WEEK # |
|---|---|---|---|---|
| CR4 | CRISTI CLEANING SERVICE CORP.(PTBI) | 12/29/06 | 01/04/07 | 1 |

BDB

# PAYROLL CHECK REGISTER



| EMPLOYEE | | | HOURS & EARNINGS | | | | TAXES & DEDUCTIONS | | | | | | CHECK | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EMP # | DEPT | NAME | PAY RATE | TYPE | HOURS | AMOUNT | TYPE | AMOUNT | TYPE | AMOUNT | TYPE | AMOUNT | NET PAY | CHECK # |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 56.00 | 760.48 | GROSS | 869.12 | CITNY | 15.64 | | | 718.62 | 267944 |
| | | | | HOL | 8.00 | 108.64 | FICA | 66.49 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 43.07 | | | | | | |
| | | | | | | | SWTNY | 24.09 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 72.00 | 870.48 | GROSS | 957.20 | CITNY | 21.40 | | | 772.90 | 267945 |
| | | | | HOL | 8.00 | 96.72 | FICA | 73.99 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 115.43 | | | | | | |
| | | | | | | | SWTNY | 33.28 | | | | | | |
| [redacted] | 150 | [redacted] RG | 18.9200 | REG | 12.00 | 227.04 | GROSS | 227.04 | CITNY | 0.16 | | | 207.87 | 267942 |
| | | | | | | | FICA | 17.37 | DBLNY | 1.14 | | | | |
| | | | | | | | FWH | 0.00 | | | | | | |
| | | | | | | | SWTNY | 0.00 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 56.00 | 760.48 | GROSS | 869.12 | CITNY | 17.72 | | | 655.45 | 267943 |
| | | | | HOL | 8.00 | 108.64 | FICA | 66.49 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 100.71 | | | | | | |
| | | | | | | | SWTNY | 27.49 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 80.00 | 967.20 | GROSS | 1063.92 | CITNY | 24.96 | | | 781.19 | 267944 |
| | | | | HOL | 8.00 | 96.72 | FICA | 81.39 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 129.93 | | | | | | |
| | | | | | | | SWTNY | 39.23 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 80.00 | 967.20 | GROSS | 1063.92 | CITNY | 22.85 | | | 858.60 | 267945 |
| | | | | HOL | 8.00 | 96.72 | FICA | 81.39 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 64.30 | | | | | | |
| | | | | | | | SWTNY | 35.58 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 32.00 | 434.56 | GROSS | 434.56 | CITNY | 8.82 | | | 356.55 | 633[illegible] |
| | | FOR WEEK ENDING 12/15/06 | | | | | FICA | 33.24 | DBLNY | 0.03 | | | | PP |
| | | | | | | | FWH | 35.76 | | | | | | |
| | | | | | | | SWTNY | 5.11 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 48.00 | 651.84 | GROSS | 1727.84 | CITNY | 49.00 | | | 0.00 | 267[illegible] |
| | | | 15.7500 | REG | 48.00 | 756.00 | FICA | 131.80 | DBLNY | 1.20 | | | | VOID |
| | | | 15.7500 | OT | 8.00 | 189.00 | FWH | 272.13 | CK | 1186.98 | | | | DD |
| | | | 15.7500 | HOL | 8.00 | 126.00 | SWTNY | 81.73 | | | | | | |
| [redacted] | 150 | [redacted] RG | 17.6200 | REG | 72.00 | 1268.64 | GROSS | 1621.04 | CITNY | 16.53 | CK | 677.22 | 0.00 | 267947 |
| | | | | OT | 8.00 | 211.44 | FICA | 124.01 | DBLNY | 1.20 | | | | VOID |
| | | | | HOL | 8.00 | 140.96 | FWH | 246.68 | C1 | 233.00 | | | | DD |
| | | | | | | | SWTNY | 77.40 | C2 | 14.50 | | | | |
| [redacted] | 150 | [redacted] RG | 14.0500 | REG | 80.00 | 1124.00 | GROSS | 1405.00 | CITNY | 37.35 | C3 | 106.26 | 231.04 | 267948 |
| | | | | OT | 8.00 | 168.60 | FICA | 107.48 | DBLNY | 1.20 | | | | |
| | | | | HOL | 8.00 | 112.40 | FWH | 135.08 | C2 | 143.96 | | | | |
| | | | | | | | SWTNY | 61.28 | C1 | 531.31 | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 72.00 | 977.76 | GROSS | 1086.40 | CITNY | 35.10 | | | 0.00 | 267949 |
| | | | | HOL | 8.00 | 108.64 | FICA | 83.11 | DBLNY | 1.20 | | | | VOID |
| | | | | | | | FWH | 87.29 | CK | 850.24 | | | | DD |
| | | | | | | | SWTNY | 39.46 | | | | | | |

| COMPANY # | COMPANY NAME | PERIOD END | CHECK DATE | WEEK # |
|---|---|---|---|---|
| CR4 | CRISTI CLEANING SERVICE CORP.(PT81) | 12/29/06 | 01/04/07 | 1 |

RDB

# PAYROLL CHECK REGISTER



| EMPLOYEE | | | HOURS & EARNINGS | | | | TAXES & DEDUCTIONS | | | | | | CHECK | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EMP # | DEPT | NAME | PAY RATE | TYPE | HOURS | AMOUNT | TYPE | AMOUNT | TYPE | AMOUNT | TYPE | AMOUNT | NET PAY | CHECK # |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 80.00 | 1086.40 | GROSS | 1195.04 | CITNY | 22.70 | | | 546.49 | [redacted] |
| | | | | HOL | 8.00 | 108.64 | FICA | 91.42 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 83.97 | | | | | | |
| | | | | | | | SWTNY | 44.26 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 80.00 | 1086.40 | GROSS | 1195.04 | CITNY | 29.16 | | | 922.78 | 267964 |
| | | | | HOL | 8.00 | 108.64 | FICA | 91.42 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 103.58 | | | | | | |
| | | | | | | | SWTNY | 46.90 | | | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 64.00 | 773.76 | GROSS | 870.48 | CITNY | 17.82 | | | 656.38 | 267965 |
| | | | | HOL | 8.00 | 96.72 | FICA | 66.59 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 100.92 | | | | | | |
| | | | | | | | SWTNY | 27.57 | | | | | | |
| [redacted] | 150 | [redacted] RG | 13.5800 | REG | 32.00 | 834.56 | GROSS | 943.20 | CITNY | 6.48 | | | 469.18 | 267966 |
| | | | | HOL | 8.00 | 108.64 | FICA | 41.56 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 23.55 | | | | | | |
| | | | | | | | SWTNY | 10.23 | | | | | | |
| 949 | 150 | [redacted] RG | 15.7500 | REG | 80.00 | 1260.00 | GROSS | 1388.00 | CITNY | 35.18 | | | 0.00 | 267967 |
| | | | | HOL | 8.00 | 126.00 | FICA | 106.03 | DBLNY | 1.20 | | | | VOID |
| | | | | | | | FWH | 112.61 | C1 | 185.00 | | | | DD |
| | | | | | | | SWTNY | 57.34 | CK | 888.71 | | | | |
| [redacted] | 150 | [redacted] RG | 12.0900 | REG | 80.00 | 967.20 | GROSS | 1063.92 | CITNY | 24.22 | | | 835.22 | 267968 |
| | | | | HOL | 8.00 | 96.72 | FICA | 81.39 | DBLNY | 1.20 | | | | |
| | | | | | | | FWH | 83.92 | | | | | | |
| | | | | | | | SWTNY | 37.92 | | | | | | |

01-08-07 09:53 FROM-Cristi Cleaning

**THE PORT AUTHORITY** OF NY & NJ

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

# REQUEST FOR PROPOSALS

**TITLE:** **RFP – ENVLGACP1A – GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGAR 11, POLICE EMERGENCY GARAGE AND BUILDING 84**

**NUMBER:** 11223

**SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

**PROPOSAL DUE DATE: October 26, 2006** **TIME: 2:00 PM**

**QUESTIONS SHOULD BE SUBMITTED BY: October 17, 2006** **TIME: 3:00 PM**
**SITE VISIT : October 12, 2006** **TIME: 1:00 PM**

**BUYER NAME: Kathy Leslie Whelan**

**PHONE#: (212) 435-3929**
**FAX#: (212) 435-3959**
**EMAIL: kleslie@panynj.gov**
**trahman@panynj.gov**

TABLE OF CONTENTS


1. **Information for Proposers on this Request for Proposals (RFP)**
   A. General Information: The Port Authority of New York and New Jersey
   B. Brief Summary of Scope of Work
   C. Deadline for Receipt of Proposals
   D. Submission of Proposals
   E. Communications Regarding this RFP
   F. Proposal Acceptance or Rejection
   G. Pre-Proposal/Site Inspection
   H. Available Documents
   I. Aid To Proposers
   J. Union Jurisdiction
   K. City Payroll Tax

2. **Scope of Work**

3. **Proposer Prerequisites**

4. **Financial Information**

5. **Evaluation Criteria and Ranking**

6. **M/WBE Subcontracting Provisions**

7. **Proposal Submission Requirements**
   A. Letter of Transmittal
   B. Executive Summary
   C. Agreement on Terms of Discussion
   D. Certifications with Respect to the Contractor's Integrity Provisions
   E. Documentation of Proposer Prerequisites
   F. Proposal
   G. Acknowledgment of Addenda
   H. Acceptance of Standard Contract Terms and Conditions (or Form of Contract)
   I. M/WBE Plan

8. **Conditions for the Submission of a Proposal**
   A. Changes to this RFP
   B. Proposal Preparation Costs
   C. Disclosure of Proposal Contents/Use of Ideas and Materials
   D. Ownership of Submitted Materials
   E. Subcontractors
   F. Conflict of Interest
   G. Authorized Signature
   H. References

I. Evaluation Procedures and Negotiation
J. Taxes and Costs
K. Most Advantageous Proposal/No Obligation to Award
L. Multiple Contract Awards
M. Right to Extend Contract
N. Rights of the Port Authority
O. No Personal Liability

## 9. ATTACHMENTS

**Attachment A** - Agreement on Terms of Discussion

**Attachment B** – Form of Contract For Facility Services
PART I Contract Description
PART II Specifications
PART III Cost Proposal Form
Exhibit A – Scope of Work
PART IV – STANDARD CONTRACT TERMS AND CONDITIONS

**Attachment C** – Calculation of Hourly Wage Rate Form

**Attachment D** – Wage and Benefits Statement - Sample Form

**Attachment E** – Customer Service – Airport Standards Manual

## 1. INFORMATION FOR PROPOSERS

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

The Port Authority of New York and New Jersey ("Port Authority" or "the Authority") is a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including, but not limited to, three major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the PATH rapid transit system, the Hoboken-lower Manhattan ferry service, and certain New York-New Jersey port facilities.

The Port Authority is hereby seeking proposals from qualified firms to provide janitorial and general cleaning services for all buildings, properties and associated areas at LaGuardia Airport-Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84 as more fully described herein.

The goal of the Port Authority is to provide the highest quality of cleaning services to all Port Authority customers. This standard shall apply, but not be limited to, the appearance of all areas at LaGuardia Airport-Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84 and the appearance of all Contractor's personnel and equipment.

**Customer Service Requirements**

The Port Authority has established a policy that responsive, respectful and helpful customer service is of the utmost importance in providing service to all its customers. This policy applies to the employees who work for companies under contract with the Port Authority.

The Authority will evaluate Proposals from contractors that can provide the services as described in the RFP and Form of Contract in a manner befitting a world class airport, dedicated to meeting and exceeding the needs of our customers. In order to ensure that our contractors provide excellent performance and superior customer service, the Proposer must clearly demonstrate that it will comply with the performance and customer service standards for this contract. To provide Proposers with an understanding of the Port Authority's requirements concerning service, attached to this Request for Proposal the Port Authority's "Customer Service- Airport Standards Manual" (Attachment E).

**B. Brief Summary of Scope of Work**

The Contractor shall provide janitorial and general cleaning services as well as snow removal services to LaGuardia Airport- Marine Air Terminal (MAT), Hangar 7, Hangar 11, Police Emergency Garage (PEG) and Building 84 as described herein. All such work shall be performed in accordance with the Specifications in such manner as to afford a high level of performance.

**C. Deadline for Receipt of Proposals**

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

The Port Authority assumes no responsibility for delays caused by any delivery service.

**D. Submission of Proposals**

One reproducible original (containing original signatures and clearly designated as such) and twelve (12) copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

**E. Communications Regarding this RFP**

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer via email at the address listed on the cover page no later than 1:00 p.m. (EST) on October 17, 2006.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

**F. Proposal Acceptance or Rejection**

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized

representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

## G. Pre-Proposal / Site Inspection

A Site Inspection is scheduled for October 12, 2006 at 1:00 PM. All interested Proposers should meet at LaGuardia Airport, Central Terminal Building, 3rd Floor, Room 3870.

A site inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance. Attendees interested in attending should RSVP to Tom Hatton at 718-533-5654 no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

## H. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Site Inspection.

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

Said documents are as follows:

Conformed Contract PSE-889, General Cleaning at LaGuardia Airport – Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84

Approved Products List- Environmental Protection Supplies

## I. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom.

| Item Description | | Number of Cases Per Year |
|---|---|---|
| Large Trash Bags | | 24 (150 per case) |
| Small Trash Bags | | 96 (150 per case) |
| Sanitary Bags | | 21 (500 per case) |
| C-Fold Paper Towel | | 22 (16 rolls per case) |
| Large Toilet Paper | | 240 (6 rolls per case- 2,000 linear feet per r |
| Clean Seat Toilet Paper | | 120 (cases per year) |
| Urinal Screens | | 80 (12 per case) |
| Small Toilet Paper | | 240 (12 rolls per case) |
| Roll Paper Towels | | 240 (6 rolls per case) |
| Soap | | 201 (18 packages per case) |
| Odor Eater | | 24 (2 gallons per case) |
| Liquid Floor Cleaner | (Concentrated) | 48 (2 gallons/case) |
| Liquid Glass Cleaner | (Concentrated | 24 (2 gallons/case) |
| Liquid Heavy Duty Cleaner | (Concentrated) | 24 (2 gallons/case) |
| Liquid Bathroom Detergent | (Concentrated) | 24 (2 gallons/case) |
| Carpet Shampoo | (Concentrated) | 4 (4 gallons per case |
| Floor Stripper | (Concentrated) | 24 (5 gallon buckets) |
| Floor Finish (WAX) | (Concentrated) | 32 (5gallon Buckets)) |
| Carpet Rinse | (Concentrated) | 4 (4 gallons per case) |

## J. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in, Part II of Attachment B entitled, "Contract Terms and Conditions For Facility Services."

### K. City Payroll Tax

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

a. City of Newark, New Jersey for services performed in Newark, New Jersey;
b. City of New York, New York for services performed in New York, New York; and
c. City of Yonkers, New York for services performed in Yonkers, New York.

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

## 2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachment B and Exhibit A.

## 3. PROPOSER PREREQUISITES

The Proposer shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in Attachment B, Part IV, Section I of the Standard Contract Terms and Conditions, in the Janitorial Maintenance Program category by the day before the Proposal Due Date. Further, the Proposer shall be pre-qualified by the Port Authority to propose on General cleaning Contracts with an estimated annual value over $800,000.

It should be noted that a determination that a Proposer meets the prerequisites is no assurance that the Proposer will be deemed qualified in connection with other Proposal requirements included herein. No joint ventures will be acceptable for this Proposal.

## 4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

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

(2) Where the certified financial statements in (1) above are not available, then either reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

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

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

## 5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall detail the Proposer's proposed labor and supervisory staffing, M/WBE subcontracting plan, on-site management plans and work plan

for this Contract, and proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to wages and supplemental benefits, i.e. holiday, vacation and sick benefits, and any other proposed benefits; and contractual requirements, including, but not limited to general liability, automobile liability and workers' compensation insurance; prior wage and benefit compliance and insurance compliance on other contracts with the Port Authority and its subsidiaries.

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Deliverables of the Request For Proposals, including but not limited to items such as:

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar cleaning services in heavily trafficked large public facilities using a staff comparable in size to that necessary for the LaGuardia Airport – MAT, Hangar 7, Hangar 11, PEG and Building 84 cleaning. Experience of Proposer's Senior Management Team in managing employee management programs, including, but not limited to, references, security training, OSHA safety training, quality assurance and control programs, disciplinary procedures, staff planning, payroll processing and recruiting and maintaining a stable workforce and utilization of technological advances in cleaning methods and contract management.

**D. Background Check Plan**

The Proposer must submit a Background Check in accordance with this document, which will be considered pass/fail.

## 6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority of NY & NJ has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use every good faith effort to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in all purchasing, subcontracting and ancillary service opportunities associated with this contract, including purchase of equipment, supplies and labor services. Good faith efforts include 1) dividing the services and materials to be procured into small portions where feasible, 2) giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate, 3) soliciting services and materials from M/WBEs, which may be certified by the Port Authority and 4) insuring that provision is made for timely progress payments to the M/WBEs.

The Port Authority has a list of certified M/WBE firms, which are available to Proposers at their request. The Port Authority makes no representation as to the

qualifications and ability of these firms to perform under this contract. The Proposer may use firms which are not on the list but will be required to submit, to the Port Authority's Small Business Programs (SBP) for certification, the names of M/WBE firms it proposes to use. Only Port Authority certified M/WBE firms may be considered to meet the goals. For inquiries and assistance, please contact SBP at (212) 435-7819.

To the maximum extent feasible and consistent with the Proposer's exercise of good business judgment, the Proposer shall make a good faith effort to include 12% participation by MBE's and 5% participation by WBE's in all procurement, subcontracting and ancillary service opportunities associated with this contract. The Proposer shall submit an M/WBE Participation Plan, (Plan) which shall be evaluated and rated for this procurement. The Plan shall consist of the following:

- Previous M/WBE Participation: Describe any previous or current M/WBE participation which the Proposer has sponsored.

- Scope of Work: Describe the specific scope of work the M/WBE's will perform.

- Identification of M/WBE's: Provide the name and address of any M/WBE included in the Plan. If none are identified, describe the process for selecting participant firms.

- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.

## 7. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

### A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence

**B. Executive Summary**

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

**C. Agreement on Terms of Discussion**

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed.

**D. Certifications With Respect to the Contractor's Integrity Provisions**

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Section III in Part IV of Attachment B, " STANDARD CONTRACT TERMS AND CONDITIONS" of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

**E. Documentation of Proposer Prerequisites**

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

## F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the cleaning services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal

   a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, supplemental benefits, overheads, profits, etc. The cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.

   b. Financial – The Proposer shall describe in detail all compensation it expects to receive from the Port Authority for the performance of the work and any other cost factors relevant to the proposal as required in the Cost Proposal Form.

2. Management

   a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

   b. The Proposer shall show the number of full time and part time employees to be utilized in providing the services, including supervisory staff. The Porposer shall submit a plan to minimize employee turnover.

   c. The Proposer should provide a complete description of how it intends to implement and manage the cleaning services at LaGuardia Airport- MAT, Hangar 7, Hangar 11, PEG and Building 84, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to wage and benefit compliance and insurance requirements, i.e. general liability, automobile and workers' compensation and the Proposer's M/WBE Participation Plan. In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at LaGuardia Airport- MAT, Hangar 7, Hangar 11, PEG and Building 84, including how it will determine and maintain performance measurements.

   d. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days for each of its employees performing services under this

Contract including, but not limited to how such allowance for holiday, vacation and sick days is implemented and administered by the Contractor.

e. The Proposer should submit a Wage and Supplemental Benefits Plan for the Contract for the positions for which average wage and benefit requirements are specified.

f. The Proposer should submit a self-assessment plan, applicable to all years of the contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified average wages and supplemental benefits. The Proposer will submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required average wages and supplemental benefits before the end of the affected period.

3. Technical Experience

a. The Proposer should submit a listing of all cleaning contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. Include for each contract listed the name and address of the contracting party; the locations where the work was performed; duration of the contract; the approximate dollar amount of the contract; the annual staff hours of full and part time labor expended in the performance of the contract; a summary of the types of work performed and the names, addresses and telephone numbers of the owners; representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including their length of service with the firm, the anticipated function of each person on the Contract and a summary of the relevant experience of each person listed. The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to, cleaning related training, security training, OSHA safety training, employee motivation and incentive programs, Quality Assurance/Quality Control programs, payroll processing, recruitment procedures, staffing retention plan, and disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. The Proposer shall submit to the Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning methods and resulting benefits;
- Management of cleaning in buildings and facilities, of similar size.

4. The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

5. The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

   The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

**G. Acknowledgment of Addenda**

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

**H. Acceptance of Standard Contract Terms and Conditions**

The Port Authority has attached to this RFP as Attachment B, Form of Contract For Facility Services, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the Proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

**I. M/WBE Plan**

The Proposer shall submit an M/WBE Plan in accordance with the section of this RFP entitled "M/WBE Subcontracting Provisions".

## 8. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

### A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were mailed. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

### B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

### C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

### D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right

### E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. Subcontractors will be subject to all of the security and background checks as Proposer.

### F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to

disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

**G. Authorized Signature**

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

**H. References**

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

**I. Evaluation Procedures and Negotiation**

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

**J. Taxes and Costs**

Sales to the Port Authority are currently exempt from New York and New Jersey state and local sales and compensating use taxes and generally from federal taxation. All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

**K. Most Advantageous Proposal/No Obligation to Award**

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in

the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

**L. Multiple Contract Awards**

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

**M. Right to Extend Contract**

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

**N. Rights of the Port Authority**

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the

foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

(3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

**O. No Personal Liability**

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

## ATTACHMENT A

## AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) is not to impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this letter, either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this agreement, whether made as part of or in connection with this agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Port Authority.

Notwithstanding the above, at the request of the Proposer, the Port Authority will make a good faith effort not to disclose information that it need not disclose under its Freedom of Information Policy, attached hereto as "Attachment A-1".

_____

**(Company)**

_____

**(Signature)**

_____

**(Title)**

_____

**(Date**

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ACCEPTED ONLY.**
**DO NOT RETYPE.**

**Freedom of Information - Port Authority Policy and Procedure**

In 1977, the Committee adopted a policy for access by the public to records maintained by the Port Authority. While based on the policy theretofore declared by the States of New York and New Jersey, with respect to access by the public to public records, inasmuch as the respective New York and New Jersey statutes differed (and continue to differ) as to certain policy particulars and provide for different procedures for implementation of the policy, it was deemed desirable for the Committee to adopt a separate Port Authority Policy and Procedure. In light of action now being taken by the Board with respect to open public meetings, it is appropriate at this time to restate the basic principles and reflect necessary procedural changes.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Burgos, Hellmuth, Henderson and Kaltenbacher voting in favor; none against:

**RESOLVED,** that government, including the activities and decisions of The Port Authority of New York and New Jersey (and its wholly-owned subsidiary corporations) is the public's business and therefore the public should have access to the records of the Port Authority (and its subsidiaries) as herein provided for; and it is further

**RESOLVED,** that the resolution of the Committee on Operations adopted on September 28, 1977, regarding Freedom of Information (which resolution appears at pages 12 et seq. of the Committee Minutes for that date) shall be, and it hereby is, rescinded; and it is further

**RESOLVED,** that all records of the Port Authority (and its subsidiaries), including records stored electronically such as on computer tapes or disks, shall be made available for public inspection and copying, except that such access may be denied as to records or portions thereof which:

(1) are rendered confidential or privileged or are exempted from disclosure by Federal or state law or regulations or rules of court;

(2) if disclosed, would constitute an unwarranted invasion of personal privacy (including personnel, medical. or disciplinary records, and any lists of names and addresses to be used for profit or financial gain);

(3) if disclosed, would impair present or future awards or negotiations, including collective bargaining or negotiations, of leases, permits, contracts, or other agreements;

(4) are trade secrets or are maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise;

(5) are compiled for public safety, law enforcement, or official investigatory purposes (internal or external) when their disclosure may affect public safety, interfere with internal investigations, audits, law enforcement investigations, or judicial or disciplinary proceedings, or deny or prejudice a right to a fair trial or impartial adjudication, or identify a confidential source or disclose confidential information relating to an audit or a civil, criminal, or internal or external disciplinary investigation;

(6) if disclosed, would endanger the life or safety of any person;

(7) are inter-agency or intra-agency materials other than statistical or factual tabulations of data, provided that instructions to staff that affect the public or final agency policy or determinations are not exempted;

(8) are examination questions or answers which are requested prior to final administration of such questions; or

(9) could affect or impact the competitive economic position of the Port District, the Port Authority, or specific business entities with which the Port Authority deals;

and it is further

**RESOLVED**, that the Secretary of the Port Authority shall maintain a current list of subject nature and category of all records in the possession of the Port Authority (and its subsidiaries) whether or not they are available for public copying and inspection, and the Secretary shall, under the direction of the Executive Director, administer the following rules and regulations with respect to public inspection and copying of available records:

**Procedures**

(a) Requests for inspection or copying of public records of the Port Authority shall be made to the Secretary of the Port Authority upon a form prescribed by the Port Authority and shall contain sufficient information to identify the particular record sought. Such requests shall be made either:

(1) in person during regular business hours at the Port Authority's main office at One World Trade Center, Room 67W, New York, New York 10048,*** or

(2) by mailing such request, postage prepaid to said Secretary, The Port Authority of New York and New Jersey, at the aforesaid address, Attention: FOI Administrator.

***On December 13, 2001, the Port Authority Board of Commissioners designated 225 Park Avenue South, New York, NY 10003 as the agency's office for Official Actions and Notices.

(b) Upon receipt of a request, the Secretary of the Port Authority shall promptly determine whether or not the record requested can be made available and will notify the person making the request of such determination. If the request is granted, such person shall also be notified where and when the record will be made available. The Port Authority will provide an opportunity for inspection and copying of the record.

(c) The record may be inspected only under the supervision of the Secretary of the Port Authority or such other officer or employee as may be designated by the Secretary in the Office of the Secretary during regular business hours or at such other times or places as the Secretary deems convenient.

(d) (1) Documents which are to be copied will be copied by the Port Authority, if practicable, and the person requesting a copy will be charged a fee equal to the Port Authority's cost but no less than 25 cents for each page of the first ten, 15 cents for each page of the second ten, and 10 cents for each additional page. If it is not practicable for the Port Authority to copy such documents, they will be copied commercially and the person requesting the copy will be charged a fee equal to the Port Authority's cost of such commercial reproduction. Documents which have been purchased by the Port Authority commercially (such as stenographic transcripts) may be copied and the person requesting the copy will be charged a fee of no less than the amount paid by the Port Authority for such documents.

(2) A fee of no less than two dollars will be charged for certification by the Secretary of the Port Authority as to authenticity of any document, or that a record of which the Port Authority is legal custodian cannot be found.

(3) In the event a search for records requested requires more than one person hour, or in the event a search of computer records requires programming which would take more than one person hour, a fee will be charged at the rate of not less than five dollars per hour, or any part thereof, per person assigned to such search or programming.

(4) All such fees shall be paid by the person making the request in cash, certified check, or cashier's check, in advance or at the time of the delivery of any record for inspection or copies of any records or certificate referred to in this procedure.

(e) The Secretary of the Port Authority, or the Secretary's designee, shall respond to each request within ten business days of the receipt thereof. The response shall provide reasons for denial of access or copying or a statement of the time and place when the record requested will be made available.

**Appeals**

(a) Any person who is denied access to a public record of the Port Authority (or its subsidiaries) by the Secretary of the Port Authority may file an appeal from such denial with the Port Authority's General Counsel (who serves as Counsel to the subsidiaries).

(b) Such appeal shall be accompanied by a memorandum in support thereof setting forth the reasons why the appellant is entitled to access to the record requested.

(c) Appeals pursuant to this procedure shall be decided by General Counsel or his designee. If the appeal is denied, the reasons therefor shall be explained fully in writing within seven business days of the date on which such appeal is received by General Counsel.

Whereupon, the meeting was adjourned.

_____

Secretary

**ATTACHMENT B**

**FORM OF CONTRACT FOR FACILITY SERVICES**

## TABLE OF CONTENTS


PART I CONTRACT DESCRIPTION ..... 2
1. General Agreement ..... 2
2. Duration/Escalation ..... 2
3. Payment ..... 4
4. Extra Work ..... 6
5. Liquidated Damages ..... 8
6. Increases and Decreases in Areas or Frequencies ..... 11
7. Authority of the Director ..... 11
8. Authority and Duties of the Manager ..... 12
9. Insurance Procured by the Contractor ..... 12
10. Wages and Supplemental Benefits ..... 14
PART II - SPECIFICATIONS ..... 19
S1 - Specific Definitions ..... 19
S2 - Work Required by the Specifications ..... 19
S3 - Routine and Periodic Cleaning ..... 19
S4 - Management and Supervision ..... 21
S5 - Personnel Requirements ..... 23
S6 - Training Requirements ..... 24
S7 - Customer Service Program ..... 25
S8 – Staffing Requirements ..... 26
S9 - Materials, Supplies and Equipment ..... 26
S10 - Approval of Equipment, Materials and Supplies ..... 30
S11 - Employee Uniforms and Appearance ..... 30
S12 - Breakdown, Malfunction or Damage ..... 31
S13 – Contractor's Vehicles – Parking - Licenses ..... 31
S14 – Site Specific Recycling and Trash Removal ..... 32
S15 - Scheduling of Work ..... 32
S16 - Space Provided the Contractor ..... 33
S17 - Inclement Weather Requirements – Snow Removal/Flood Response ..... 33
S18 - Safety Provisions ..... 35
S19 – Extraordinary Cleaning Services ..... 36
PART III COST PROPOSAL FORM ..... 37
1. Entry of Prices ..... 37
COST PROPOSAL FORM ..... 38

EXHIBIT A – SCOPE OF WORK

PART IV - STANDARD CONTRACT TERMS AND CONDITIONS

## PART I CONTRACT DESCRIPTION

### 1. General Agreement

The Contractor agrees to perform janitorial and general cleaning services at LaGuardia Airport Marine Air Terminal (MAT), Hangar 7, Hangar 11, Police Emergency Garage (PEG) and Building 84 and all related areas, buildings and properties associated therewith as set forth herein, including snow removal and to furnish all labor, supervision, uniforms, vehicles, equipment, materials, supplies, training and other facilities and do all other things necessary, proper or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

### 2. Duration/Escalation

A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about April 1, 2007 on the specific date set for the in the Port Authority's written notice of Proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on or about March 31, 2010 at 11:59 p.m. (EST) (said date referred to herein as "the Expiration Date").

B. The Port Authority shall have the right to extend this Contract for one (1) three (3) year period from the Expiration Date originally fixed herein (herein referred to as the "Option Period") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date of this Contract, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the applicable Option Period, subject only to the adjustment of charges as hereinafter provided.

C. For the first and third years of the Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in paragraph below,) the Port Authority shall adjust the compensation due the Contractor utilizing the Consumer Price Index for all

Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index"). The price adjustment shall be capped at three (3) percent.

D. The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve month anniversary of the Commencement Date of this Contract. The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

Effective on the first day of the month of the Anniversary Date and thereafter on the first day of the month of each succeeding Anniversary Date during the first and third year of the Option Period if exercised (excluding the 120 day Extension Period) hereunder, the compensation payable shall be adjusted as follows:

E. For the first year of the Option Period, the Price Index shall be determined for the months of October 2008 and October 2009. The compensation payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for 2009 and the denominator of which is the Price Index for 2008. The resulting product shall be the compensation payable in the first and second year of the Option Period. The price adjustment shall be capped at three (3) percent.

F. For the second year of the Option Period, there will be no further adjustment. The price adjustment applied in the first year of the Option Period will remain in effect.

G. For the third year of the Option Period, the Price Index shall be determined for the months of October 2010 and 2011. The compensation payable in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for 2011 and the denominator of which is the Price Index for 2010. The resulting product shall be the compensation payable in the third year of the Option Period. The price adjustment shall be capped at three (3) percent.

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

H. In the event the prices set forth on the Cost Proposal Form shall be adjusted hereunder, then, simultaneously with such adjustment of the charges, the Hourly Wage and Supplemental Benefits hereof shall each 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 compensation payable in the corresponding contract year and thereafter such adjusted Hourly Wage and Supplemental Benefits shall be in effect as though set forth in the Form of Contract For Facility Services. The Contractor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions of said Form of the Contract For Facility Services, Section 10 Wages and Supplemental Benefits in connection therewith. In the event that the price index is not available for any specified month as herein above set forth within the time set forth for payment, such Price Index for the latest month then published shall be used to constitute the Price Index.

I. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term hereinbefore established or Option Period hereinbefore established, subject to the same terms and conditions of the original Contract term. The prices quoted by the Contractor for the third year of the Base Term, or third year of the Option Period, if applicable shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the Expiration Date hereinbefore established that the Contract term is so extended.

**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 Cost Proposal Form, 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:

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, one twelfth (1/12) the Annual Lump Sum Price for said services inserted by the Proposer in the Cost Proposal Form as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services/Flood Response Services performed by the Contractor hereunder, the applicable price per hour inserted by the Proposer in the Cost Proposal Form as such amount may be adjusted pursuant to the provisions of this Contract times the number of hours expended in the month, shall yield the monthly amount.

iii) For attendance at required Port Authority training hereunder pursuant to Section S6 of the Specifications, the applicable price per hour for training inserted by the Contractor in the Cost Proposal Form.

iv) For each item of Extraordinary Cleaning Services performed by the Contractor, the price per hour, price per square foot or price per item, as applicable, for such services inserted by the Proposer in the Cost Proposal Form as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned or hours of work performed by the Contractor in the month.

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

c. The annual estimated quantities set forth on the Cost Proposal Form are given solely to enable the Authority to make price comparisons. The Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor's compensation for unit price work will be computed based on the actual hours expended and/or square feet cleaned, per item performed as the case may be, as further set forth above.

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

i) 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 an invoice setting forth the amount due to the Contractor for the preceding calendar month as described above, accompanied by such information as may be required by the Manager for verification, and including a separate calculation for Extra Work.

ii) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Authority within thirty (30) calendar days following its receipt of the invoice.

iii) Payments made hereunder are subject to such adjustments as may be necessitated following Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

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

In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

**4. Extra Work**

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when 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 Contract Price of this Contract for the entire Term of this Contract including extensions thereof.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Form and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

**5. Liquidated Damages**

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the services required hereunder in accordance with the requirements and at the minimum frequencies set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Authority shall be liquidated as follows:

A. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A of the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred (200%) of the Unit Price inserted by the Contractor on the Cost Proposal for "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, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for additional cleaner services quoted by the Contractor on the Cost Proposal Form for the applicable year multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the Work not performed. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

B. If the Contractor fails to satisfactorily perform any Snow Removal/Flood Response Services at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services inserted by the Contractor in the Cost Proposal Form, as same may have been adjusted pursuant to the provisions of this Contract for the year in which any failure to perform occurs, multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

C. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any radios required to be provided to any 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 cellular phone is not so provided and operable.

D. If the Contractor's Supervisor hereunder fails to respond to cellular phone communication related to performance of his/her services hereunder within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $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 Supervisor fails to respond.

E. If the Contractor fails to have a Supervisor on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $40.00 per hour for each hour the Supervisor is not on duty.

F. If the Contractor fails to provide to the Manager a written work schedule covering the first three months of the contract within twenty (20) days of the contract start date, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

G. In the event the Contractor fails to provide the information every six months as required in the Section hereunder entitled "Wages and Supplemental Benefits"

Section F, then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

H. If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

I. If the Contractor fails to provide any documentation required by the Contract that is requested by the Manager within two (2) days of such request, then the monthly installment payable hereunder shall be reduced by $250.00 for each day such documentation is past due.

J. If the any employee of the Contractor hereunder fails to wear the proper uniform, then the monthly installment payable hereunder shall be reduced by $25.00 for each day when such employee is not so properly attired.

K. If the Contractor fails to provide and maintain in good running and operating condition as determined by the Manager any pickup truck or motor vehicle for the exclusive use of the Contractor's personnel for inspections and/or transporting of personnel and/or materials and furnishing services hereunder, then the monthly installment payable hereunder shall be reduced by $150.00 after the first twenty-four (24) hours for each day or part thereof during such month which such motor vehicle is not so provided and operable.

L. If the Contractor fails to provide and maintain in proper working order as determined by the Manager ride-on tractor with snow plow, triple action machine, single action machine, vacuum cleaner required hereunder, then the monthly installment payable hereunder shall be reduced by $75.00 for each day, or part thereof during said month which any sweeper, triple action machine, single action machine or vacuum cleaner is not provided and operable.

M. If the Contractor fails to provide and maintain any snow blower in proper working order as determined by the Manager, the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month which any such snow blower is not so provided and operable.

In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

Should the Contractor only partially perform any item of Work, within an area specifically defined in the Specifications, the Manager shall have the right, in computing liquidated damages hereunder, to base his computation on the total quantity of square feet within said area to which said item of Work applies.

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

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

**6. Increases and Decreases in Areas or Frequencies**

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

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Cost Proposal Form (for the applicable Contract Year) for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract). If there is no unit price for the service which is increased or decreased, the hourly rate for Extraordinary Cleaning Services for Policing/Cleaner Services will be used multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he shall consider generally accepted industry standards where such are available.

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

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.
Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

**7. Authority of the Director**

Inasmuch as the public interest requires that the Work to which this Contract relates shall be performed in the manner which the Authority, acting through the Director, deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled

"General Agreement" and the Specifications shall be deemed merely his present determination on this point. In the exercise of this authority, he shall have power to alter the Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

**8. Authority and Duties of the Manager**

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

**9. Insurance Procured by the Contractor**

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

Commercial General Liability Insurance - $5 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $10 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS #2825].

## 10. 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 Manager, and other administrative personnel performing such duties exclusively.

2) "Wages" shall mean wages 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: 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) "Average Hourly Wage" shall be calculated separately for each job title set forth in Paragraph C for each Contract Year and shall mean the quotient obtained by dividing the total number of non-overtime hours worked by all employees in each of the categories, set forth in Paragraph "C" hereof, for such Contract Year into the total of the Wages (excluding overtime) paid by the Contractor (and its subcontractors) to the employees in each such category including shift differentials, if any, for such Contract Year. For the purposes of computing the Combined Average Hourly Wage and Supplemental Benefits, amounts paid by the employer for meal periods, relief time and roll call shall be included in the total of the Wages.

6) "Average Hourly Supplemental Benefits" shall be calculated separately for each job title set forth in Paragraph C and shall mean the quotient obtained by dividing the total number of non-overtime hours worked by all employees in each of the categories set forth in Paragraph "C" hereof, in a Contract Year into the total direct cost of the Supplemental Benefits provided to employees in the subject category in connection with such non-overtime hours by the Contractor (and its subcontractors) for such employees in such contract year.

7) "Combined Average Hourly Wage and Supplemental Benefits" shall mean the sum of the Average Hourly Wage and the Average Hourly Supplemental Benefits payable to all employees in each separate category set forth in Paragraph "C" hereof.

8) "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.** Generally, Supplemental Benefits are included in the computation of Combined Average Wages and Supplemental Benefits in the Contract Year in which they are actually paid. For some benefits such as vacation time, which may accrue in one year but may not be paid until the following Contract Year, credit will be given retroactively when the benefit is paid.
For example: Assume an employee begins working for the Contractor on January 1, 2006. 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 2007. The employee's vacation benefits accrued in 2006 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Combined Average Wages 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 2006.

**C.** The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Combined Average Wage and Supplemental Benefits for each category of employee as set forth below, and if the Services covered by this Contract are provided at more than one facility, such Minimum Combined Average Wage and Supplemental Benefits shall be separately calculated for each separate job title for each facility. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wage and Minimum Salary for each employee in each category as set forth below.

(I) Minimum Combined Average Hourly Wage and Supplemental Benefits.

Cleaner- $ 14.67

Supervisor -$ 20.87

**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 "Duration and Escalation" in the form of Contract For Facility Services, then simultaneously therewith, the Combined Average Hourly Wage and Supplemental Benefits, the Minimum Hourly Wage and the Minimum Salary for an employee holding a position specified in Paragraph "C" above, 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 and providing Supplemental Benefits higher than the Combined Average Hourly Wage and Supplemental Benefits hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Combined Average Hourly Wage and Supplemental Benefits per job title, set forth above, allows the Contractor to pay or provide some of its employees hourly Wages and Supplemental Benefits that are higher or lower than the average (but not lower than any minimum wages that may be required under Paragraph "C" above to be paid to each employee); 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, Salaries 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.

**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, Salaries 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, salaries, benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the wages, salaries and supplemental benefits provisions of this contract.

**H.** Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the

Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Attachment D.

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 indicate that for any contract year, either the Contractor or a subcontractor has not paid or provided at least the Combined Average Hourly Wage and Supplemental Benefits, Minimum Hourly Wages and Minimum Salaries 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 Port Authority, (or to the Contractor's employees who have not been paid the proper wages or provided benefits, 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 Combined Average Hourly Wage and Supplemental Benefits, Minimum Hourly Wages and Minimum Salaries required hereunder and the Combined Average Hourly Wage and Supplemental Benefits, Hourly Wages and Salaries 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 job title (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.

J. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annually from any subsequent payment to the Contractor.

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.

## PART II - SPECIFICATIONS

### S1 - Specific Definitions

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

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, and odors from any and all surfaces to the satisfaction of the Manager.

The term "Full Time Employee" (F.T.E.) shall mean a Contractor's employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) day requirement. The Port Authority will not reimburse the Contractor for any overtime without the Poart Authority's prior written consent.

The term "LaGuardia Airport" or "Facility" shall mean the following portions of LaGuardia Airport: Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to result in a clean condition, as defined above, for the area or item.

### S2 - Work Required by the Specifications

These Specifications relate generally to the performance of janitorial and general cleaning services and limited snow removal at the LaGuardia Airport MAT, Hangar 7, Hangar 11, PEG and Building 84 to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

### S3 - Routine and Periodic Cleaning

Exhibit A Scope of Work, attached hereto and made a part of these Specifications

enumerate those routines at the Site of the Work which are to be cleaned hereunder on a routine basis, as well as those cleaning services that are to be provided by the Contractor on a regularly scheduled (periodic) basis. Such areas shall be cleaned in the manner and at the times and frequencies set forth in Exhibit A or other hours designated by the Manager.

Where Exhibit A of these Specifications sets forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

Subject to the provisions of the immediately preceding paragraph, with respect to the term "Frequency of Cleaning" as set forth in Exhibit A, the following shall apply:

1 x year - Items marked "1 x yr." shall be cleaned once each year, but the Contractor shall allow at least 10 calendar months (298 days) but no more than 12 calendar months (365 days) to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

3 x year - Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall allow at least 3 calendar months to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year, but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 56 calendar days but no more than 60 calendar days to elapse between cleanings.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

26 x year - Items marked "26 x yr." shall be cleaned every other week, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

52 x year - Items marked "52 x yr." shall be cleaned once each week, but the Contractor shall allow at least 4 calendar days but no more than 7 calendar days to elapse between cleanings.

104 x year - Items marked "104 x yr." shall be cleaned twice each week, but the Contractor shall allow at least 2 calendar days to elapse between cleanings.

150 x year - Items marked "150 x yr." shall be cleaned approximately three times per week, but the Contractor shall allow at least one calendar day to elapse between cleanings.

260 x year - Items marked "260 x yr." shall be cleaned every day, Monday through Friday, including Holidays.

353 x year - Items marked "353 x yr." shall be cleaned every day of the calendar year, Monday through Sunday, holidays included, except for those twelve (12) occasions per year during which a different cleaning operation to the same area is scheduled.

365 x year - Items marked "365 x yr." shall be cleaned every day of the calendar year, Monday through Sunday, holidays included.

**S4 - Management and Supervision**

A. The Contractor shall assign sufficient supervisory staff, for routine cleaning and for periodic cleaning hereunder at the minimum levels listed below, whose presence at the Site of the Work will be required daily, twenty-four (24) hours per day, seven (7) days per week, Monday through Sunday, including holidays.

   a. On the 7:00 a.m. to 3:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included), one (1) Supervisor to supervise the Contractor's personnel performing cleaning work in all areas at the Site of Work who shall also have the ability to make management decisions on behalf of the Contractor.

   b. On the 3:00 p.m. to 11:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) and one (1) Supervisor to supervise the Contractor's personnel performing cleaning work in all areas at the Site of Work who shall also have the ability to make managerial decisions on behalf of the Contractor.

   c. On the 11:00 p.m. to 7:30 a.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) and one (1) Supervisor to supervise the Contractor's personnel performing cleaning work in all areas at the Site of Work who shall have the ability to make managerial decisions on behalf of the Contractor.

These Supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder including, but not limited to ensuring such personnel are signed in and ready to work, are properly uniformed and identified, are in their assigned areas and relieved on schedule, have adequate supplies and they shall not be assigned to the performance of administrative tasks.

The Supervisor assigned shall serve as the Contractor's representative at the Site of the Work and shall have day to day responsibility for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility

shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees.

The Supervisor assigned shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Port Authority Manager at the Facility, regarding the performance of the work specified in the Contract and job inspection.

B. No Supervisor assigned hereunder shall directly perform the cleaning and janitorial services required by this Contract.

C. All Supervisors assigned hereunder shall be able to speak and write in the English language and shall possess a valid driver's license.

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

E. All Supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Facility Manager with such proof of prior experience, including references, as the Facility manager may request. The Contractor shall also provide the Facility Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five (5) years prior experience with respect to such individual.

F. All Supervisors assigned hereunder shall be provided with a Nextel cellular telephone, or a Port Authority approved equal and shall respond to the facility Manager within fifteen (15) minutes of receiving notice. All cleaners shall be supplied with two-way radios to maintain contact with the Contractor's Supervisor,

G. Primary residence telephone numbers and alternate phone numbers shall be made available to Manager for all supervisory personnel employed by the Contractor for use in emergency notifications and shall be updated as necessary. Contractor's management personnel shall be available for discussion by phone within one (1) hour following the Manager's request and shall be physically present at the Site of the Work within four (4) hours following the Manager's request.

H. The Supervisor is expected to devote most of his/her time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder and they shall devote only the minimum time necessary to the administration of the Contract as regards to record keeping, the ordering of supplies and those other things necessary to the providing of proper cleaning services as specified in the Agreement. The Supervisor shall also ensure that all employees are adequately trained in safety

procedures.

I. The cost for the Supervisor shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

**S5 - Personnel Requirements**

In addition to the Personnel Standard requirements set forth in the Standard Contract Terms and Conditions, the Contractor shall be required to train all its personnel in the proper handling of blood and blood products as mandated by Federal OSHA, Bloodborne Pathogen Standard 29 CFR 1910.1030. The Contractor shall supply materials and equipment and medical waste cleanup kits for blood products at the Facility. Such kits shall, at a minimum, include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Port Authority at no charge to the Contractor shall dispose of any medical waste generated by the Contractor.

The Contractor shall be required to train all its personnel in the safe use of ladders as mandated by Federal OSHA Standard 29 CFR 1926.1050-1060. Training must enable each employee to recognize hazards related to ladders and use proper procedures to minimize these hazards.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten LaGuardia Airport A.O.A. Security identification Card Application for each of its employees performing services under this Contract. No Supervisor, Cleaner nor any cleaning personnel performing any of the Work hereunder in any of the Security Areas of the Police Emergency Garage (PEG) will be allowed to perform any of the Work at these areas unless such personnel have been approved, in advance, by the Authority upon the Contractor's successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Authority at the Facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall not be included in the Contractor's Annual Lump Sum Price, but will be reimbursable to the Contractor by the Port Authority at the price for training, separately quoted by the Contractor on the appropriate price page for training.

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to The Port Authority, the Contractor shall immediately take such actions as are necessary to assure that the Contract is performed in full accordance with the requirement hereof. Further, if in the determination of the Director, any such employee has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

Any employee performing machine sweeping/machine scrubbing must be adequately trained and know how to operate such equipment.

Any employee performing lavatory attendant duties must have the ability to effectively use communication and interpersonal skills in order to resolve customer problems and complaints.

**S6 - Training Requirements**

As operator of LaGuardia Airport, the Port Authority is concerned with providing assistance and information, if required, as well as maintaining a clean and safe environment for its employees, tenants and the traveling public.

It shall be the responsibility of the Contractor to ensure that all of its employees performing the Work hereunder receive training as specified in items (1) through (3) below. The on-going training program (referenced to herein as the "training program") will focus on Customer Service, Supervisory and Technical Skills. A brief description of the requirements of the various components of the training program are as follows:

(1) **Customer Service Relations:**

All of the Contractors employees performing the Work hereunder shall attend a Port Authority provided training session in Customer Service Relations, for each year of this Contract, which shall be approximately three (3) hours in duration and the cost of attendance by the Contractor's personnel shall not be included in the Contractor's Annual Lump Sum Price, but will be reimbursable to the Contractor by the Port Authority at the price for Training separately quoted by the Contractor on the appropriate Cost Proposal Form for Training.

(2) **Supervisory:**

The Contractor's Managers and 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 the award of this Contract. The required supervisory training shall be completed within six (6) months of the Contract start date. Any newly hired or promoted Supervisory 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 Port Authority.

(3) **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, routine and periodic

work specifications, cleaning materials and their applications, proper use and maintenance of equipment, and any additional technical training such as operation of snow blowers and control of blood borne pathogens, etc., that the Manager deems necessary. Such technical training will be at no cost to the Port Authority. The Contractor may utilize subcontractors/consultants to conduct any portion of the technical training.

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 which shall include but not be limited to the following:

i) A list of all Supervisors and staff who will receive training and the type of training they will receive,

ii) The person or organization responsible for conducting the different training programs,

iii) A training calendar indicating approximate dates during which different training sessions are planned.

**S7 - Customer Service Program**

A. Mission Statement and Core Values

From and after the Date of Commencement (Date) and continuing throughout the balance of the term of the Contract, including the option years, if any, the Contractor shall develop and establish customer based core values and a mission statement for the operation and management of the General Cleaning Service, which shall be subject to the continued approval of the Manager. Within thirty (30) days of the Date, the Contractor shall, at his expense, post its mission statement in conspicuous on-airport locations including its roll-call site and locations in which the general public interfaces with the Contractor's employees. The location and means of posting the mission statement shall be subject to the prior approval of the Manager. Personnel who interface with the public are expected to be able to explain, upon request, how the core values and mission statement impact their respective jobs.

The Contractor shall take measures to ensure compliance with all standards referenced in the "Airport Service Standards Manual".

B. Quality Assurance Program

The Port Authority, as its sole cost and expense, may retain an independent third party contractor to conduct random surveys eliciting information on staff courtesy and helpfulness, cleanliness of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport

Service Standards Manual", and any other measures of performance that shall be designated by the Manager, no less than three (3) times per month (hereinafter referred to as the "Mystery Shopper Program"). The Port Authority shall have the right, in its sole discretion and without prior notice to the Contractor, to modify the Mystery Shopper Program. The Mystery Shopper Program will be conducted by persons (hereinafter called "The Mystery Shopper") trained by the independent contractor, who shall base their evaluations on both of their interactions with and observations of the contractor's staff and operations.

The Manager, or his designated representative shall also conduct surveys of the Service not less than once per quarter (hereinafter referred to as the "Manager's Survey"). The Contractor's performance will be evaluated based upon criteria, including but not limited to the degree and extent to which the Contractor can effectively manager the Service, the quality of the employee training program and the ability to retain employees in the Service at the Airport. The Port Authority shall have the right, in its sole discretion, to modify the Manager's Survey.

**S8 – Staffing Requirements**

Staffing requirements shall be submitted in accordance with the requirements of this RFP and approved by the Authority.

(THIS SECTION WILL BE BASED ON THE FINALIZED CONTRACTOR STAFFING PROPOSAL)

**S9 - Materials, Supplies and Equipment**

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste. The Port Authority will supply all light bulbs hereunder.

B. Equipment to be provide by the Contractor hereunder shall include, but shall not be limited to a minimum of the following: two (2) walk-behind battery operated type action floor scrubbers and three (3) polishers (commonly known as single action floor machines), one (1) power sweeper, two (2) two stage snowblowers, two (2) CartmasterVacuums with stealth power brush or Authority approved equal, four (4) salt spreaders, twelve (12) snow shovels, two (2) wet/dry vacuums, six (6) vacuums, two (2) backpack battery operated vacuums, carpet shampoo equipment, steam cleaning equipment capable of delivering 180 degree water temperature at

3,000 p.s.i. which shall be self-contained with water, heating equipment and electrical power, and Motorola/Nextel radios which shall be inventoried monthly by the Contractor and reported to the Manager, or Authority approved equal with a VHF frequency which must be compatible with the frequency at the facility, which will be disclosed to the Contractor by the Manager upon the commencement of this Contract, for any Supervisor performing services hereunder.

All mechanically operated equipment must be in sound operating condition as determined by the Manager and the Contractor shall enter into Agreements for factory authorized maintenance for the ride-on and walk-behind scrubbers hereunder. In addition, all radios shall be functional at all times as determined by the Manager and subject to Port Authority inspection.

C. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, (see paragraph E below), sanitary napkins and tampons, sanitary napkin disposal drop boxes and bags and toilet seat covers and their refills which are located in the lavatories and other areas to be cleaned hereunder. The current standard soap dispenser at the Facility is Kimberly-Clarke-In-Sight Model #92551 (color smoke/gray); the current stainless steel seat cover dispenser is American Specialties, Inc. (ASI) Model #0477-SM; and the current sanitary napkin drop box is American Specialties, Inc. (ASI) Model #0852, and the Contractor shall maintain a minimum of six (6) spare units of each and the Port Authority staff will install such dispensers and containers so as to keep same in full working order.

D. Should the Manager determine that any such dispenser or container installed in accordance with Paragraph C above is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, the Contractor shall be reimbursed for the purchase price of the replacement provided that he has supplied a receipt for such purchase to the Manager.

The Contractor shall obtain the Manager's approval of the type, number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work. All replaced dispensers hereunder shall become the property of the Port Authority.

E. The following specification covers single ply toilet in roll form to be provided by the Contractor:

1. Requirements: 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 fiber. 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 82% recycled content of which a minimum of 34% shall be post consumer.

2. Physical Requirements of Roll Toilet Tissue:

| | |
|---|---|
| a. Basic Weight (minimum) | 10.5 |
| b. Tensile Strength, dry 02./inch machine direction (minimum) | 14 |
| c. Absorbency (maximum) | 25 seconds |
| d. Brightness (minimum) | 78% |

3. Workmanship: Toilet 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.

4. Packing and Delivery: The rolls of toilet tissue 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/number. The product wrapper shall remove freely from the tissue roll. Delivery shall be unopened cartons for easy removal from delivery vehicles.

5. Total Roll size: Toilet tissue rolls shall be furnished and delivered in rolls having not less than 2,200 linear feet per roll and must fir properly in toilet tissue dispensers presently in use at the facility. The toilet tissue dispenser currently in use is Kimberly-Clark, JRT Junior Jumbo Roll, stainless steel tissue dispenser model number 9564 (10.625" x 11" x 5.1875").

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).

F. 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:

| | Minimum | Maximum |
|---|---|---|
| Roll Width | 7-3/4" | 8.25" |
| Linear feet/roll | 420 | 475' |
| Rolls per case | 12/rolls/case | 16 rolls/case |

| | | |
|---|---|---|
| Basis Weight | 24 lbs. | 34 lbs. |
| Absorbency | -- | 20 sec. |
| Brightness | 78% | -- |
| Color | white | white |
| Tensile Strength-Dry | 36 oz./inch<br>Average Both Directions | |
| Tensile Strength-Wet | 9 oz./inch<br>Average Both Directions | |
| Recycled Content | 40% Post Consumer Waste | |

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

G. C-Fold 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:

| | Minimum | Maximum |
|---|---|---|
| Basis Weight | 24 lbs. | 34 lbs. |
| Absorbency | -- | 20 sec. |
| Brightness | 78% | -- |
| Color | white | white |
| Tensile Strength-Dry | 36 oz./inch<br>Average Both Directions | |
| Tensile Strength-Wet | 9 oz./inch<br>Average Both Directions | |
| Recycled Content | 40% Post Consumer Waste | |

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

The Contractor shall retain any revenue derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .25 per item unless otherwise authorized by the Manager.

The Contractor shall replace as necessary all cartridges and batteries used in the Automatic Odor Counteracting Dispenser Units located in all lavatories in the Central Terminal Building.

The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.

The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

Minimum inventory of materials that must be maintained by the Contractor at the Facility at all times shall be at least 10% of the estimated quantities specified in this Section.

**S10 - Approval of Equipment, Materials and Supplies**

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

The Contractor may propose additional equipment, materials and supplies for the Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

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

**S11 - Employee Uniforms and Appearance**

In addition to the General Uniform Requirements for Contractor's Personnel set forth in the Standard Contract Terms and Conditions, the Contractor shall 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 agrees that his employees will present a neat, clean and orderly appearance at all times. The Contractor shall cause its employees to change to freshly cleaned uniforms at least twice a week and it will supply its employees with sufficient uniforms to comply with said requirements. 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 ANSI approved shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform.

The Contractor will be granted a five (5) day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder the following as a minimum: the Contractor's identification badge and vest.

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 obligations of the Contractor to perform the work or to furnish the required number of employees at each location at the premises as specified.

**S12 - 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, he shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Authority and shall remain in place until necessary repairs are completed.

**S13 – Contractor's Vehicles – Parking - Licenses**

A. The Contractor's vehicle requirements for the duration of this contract shall be a pickup truck, with the capability to transport a minimum of six (6) passengers and equipment that shall remain on the Facility premises at all times. This vehicle shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles provided hereunder must have proper lights, proper lettering, be registered, pass state inspection, have no obvious physical damage and be maintained in accordance with manufacturer's requirements or specifications. No personal vehicles shall be used in the performance of this Contract. This vehicle shall be kept clean and neat at all times

B. At the Manager's discretion, the Port Authority may permit the Contractor during the effective period of this Contract to park the required motor vehicle described in A. above of this numbered clause in such locations as may from time to time or at any time be designated by the Manager.

C. The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization. The Contractor shall comply with such rules, regulations and procedures as are in force and such existing reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facilities or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. Each vehicle used in the performance of Work required hereunder shall display, at all times, a license plate issued by the Authority attesting to successful completion of such Port Authority inspection.

**S14 – Site Specific Recycling and Trash Removal**

In addition to the Trash Removal Requirements set forth in the Standard Contract Terms and Conditions, 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.

**S15 - Scheduling of Work**

A. The Contractor shall, during the term of this Contract with respect to Work covered by Exhibit A, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the 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 months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty 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.

All invoices and schedules must clearly indicate the appropriate Contract items.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action.

Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

A. 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.

**S16 - Space Provided the Contractor**

The Authority will furnish the Contractor with nonexclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designated by the Manager and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

**S17 - Inclement Weather Requirements – Snow Removal/Flood Response**

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice, sleet or flooding from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include but shall not be limited to, sidewalks, building

entrance, emergency exits, bus stops, pedestrian crosswalks, and up to ten (10) feet of both side of entrance ticket booths, exit toll booths, adjacent sidewalks in the Parking Lots and Garages. Exterior areas will not include snow removal from actual Roadways. It may be required that the Contractor shall respond to areas on the facility as directed by the Manager to remove all water, debris, etc. associated with a flooded area. Squeegee mop, shop vacuum (wet and dry) may be needed to perform this function.

At the request of the Manager, snow, which is so removed, shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this clause. Compensation for each hour expended by such personnel in the performance of such services shall be at the appropriate Price per Hour as same is set forth in the Contractor's Cost Proposal. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such record as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal or flood response are no longer needed.

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

In addition to the materials, supplies and equipment referred to in Section S9, the Contractor shall further provide all snow blowers, snow shovels, brooms, ice choppers, salt spreaders, cyclone spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit weekly usage reports to the Manager detailing all sand/or deicing material utilized by the Contractor for the week covered.

Snow Removal and Flood Response Services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal and Flood Response Services separately quoted by the Contractor under Snow Removal and Flood Response.

**Photo Identification Cards for Contractor's Additional Employees** - (snow emergency) - The Contractor shall provide photo-identification cards for any additional employees not normally assigned to the facility but who are assigned to the facility for snow emergencies. Such photo-identification cards must be prominently displayed by the employees and shall not be obscured by clothing.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal separately quoted by the Contractor under Snow Removal.

Sand/or deicing materials shall be applied by the Contractor to such exterior areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work that is designated by the Manager. 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.

**S18 - 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 place of work one copy of the Material Safety Data Sheet (MSDS) conforming to the requirements of Federal Regulations 29 CFR 1910.1200(g) for each chemical utilized for work on this Contract.

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall, at his own expense and as an included cost, be required to train all their personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the Facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

## S19 – Extraordinary Cleaning Services

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform requested extraordinary cleaning services at the unit prices inserted by the Proposer in the attached Cost Proposal Form 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.

## PART III COST PROPOSAL FORM

### 1. Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.

b. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Cost Proposal Form.

d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Annual Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.

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

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

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year.

NOTE: All prices shall include, but not be limited to the cost of materials, supplies, equipment and other such items, including, but not limited to those items listed on the Calculation of Hourly Rate Form attached to this Proposal.

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

## FIRST YEAR

**Routine and Periodic Cleaning** — **Annual Lump Sum Price**

$_____

| **Snow Removal** | **Estimated Annual No. of Hours** | | **Price Per Hour** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal/ Flood Response | 600 | x | $_____ | = | $_____ |
| **Training** | 120 | x | $_____ | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | | **Price Per Hours/Sq. Ft/ Item** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Policing/Cleaner Services | 500 hrs. | X | $_____ per hr. | = | $_____ |
| Spray Buff Vinyl/ Resilient Tile | 16,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete | 12,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Machine Scrub Terrazzo/Concrete | 30,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Windows, Glass Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Mop Various Floor Surfaces | 15,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | **X** | **Price Per Hours/Sq. Ft/ Item** | **=** | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Shampoo Carpeted Floor Surfaces | 12,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Vacuum Carpeted Floor Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Offices, Lunch Rooms | 5,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Lavatories, Lounges, Locker Rooms | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Escalators | 500 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Ceiling Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Dust Acoustical Tile Ceiling | 500 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Vents | 50 items | X | $_____ per item | = | $_____ |
| Wash and Rinse Lights/Fixtures | 100 items | X | $_____ per item | = | $_____ |
| Thorough Clean Elevators | 1 elevator cab | X | $_____ per item | = | $_____ |
| | | | Total Estimated Annual Price | | $_____ |

A. Estimated Annual Contract Price First Year $_____
**(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

## SECOND YEAR

**1. Routine and Periodic Cleaning** **Annual Lump Sum Price**

$_____

| **Snow Removal** | **Estimated Annual No. of Hours** | X | **Price Per Hour** | = | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal/ Flood Response | 600 | x | $_____ | = | $_____ |
| **Training** | 120 | x | $_____ | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | X | **Price Per Hours/Sq. Ft/ Item** | = | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Policing/Cleaner Services | 500 hrs. | X | $_____ per hr. | = | $_____ |
| Spray Buff Vinyl/ Resilient Tile | 16,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete | 12,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Machine Scrub Terrazzo/Concrete | 30,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Windows, Glass Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Mop Various Floor Surfaces | 15,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | **X** | **Price Per Hours/Sq. Ft/ Item** | **=** | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Shampoo Carpeted Floor Surfaces | 12,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Vacuum Carpeted Floor Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Offices, Lunch Rooms | 5,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Lavatories, Lounges, Locker Rooms | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Escalators | 500 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Ceiling Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Dust Acoustical Tile Ceiling | 500 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Vents | 50 items | X | $_____ per item | = | $_____ |
| Wash and Rinse Lights/Fixtures | 100 items | X | $_____ per item | = | $_____ |
| Thorough Clean Elevators | 1 elevator cab | X | $_____ per item | = | $_____ |
| | | | Total Estimated Annual Price | | $_____ |

A. Estimated Annual Contract Price Second Year $_____
**(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

## THIRD YEAR

**1. Routine and Periodic Cleaning** **Annual Lump Sum Price**

$_____

| **Snow Removal** | **Estimated Annual No. of Hours** | X | **Price Per Hour** | = | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal/ Flood Response | 600 | x | $_____ | = | $_____ |
| **Training** | 120 | x | $_____ | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | X | **Price Per Hours/Sq. Ft/ Item** | = | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Policing/Cleaner Services | 500 hrs. | X | $_____ Per hr. | = | $_____ |
| Spray Buff Vinyl/ Resilient Tile | 16,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete | 12,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Machine Scrub Terrazzo/Concrete | 30,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Windows, Glass Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Mop Various Floor Surfaces | 15,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | X | **Price Per Hours/Sq. Ft/ Item** | = | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Shampoo Carpeted Floor Surfaces | 12,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Vacuum Carpeted Floor Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Offices, Lunch Rooms | 5,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Lavatories, Lounges, Locker Rooms | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Thorough Clean Escalators | 500 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Ceiling Surfaces | 5,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Dust Acoustical Tile Ceiling | 500 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash and Rinse Vents | 50 items | X | $_____ per item | = | $_____ |
| Wash and Rinse Lights/Fixtures | 100 items | X | $_____ per item | = | $_____ |
| Thorough Clean Elevators | 1 elevator cab | X | $_____ per item | = | $_____ |
| | | | Total Estimated Annual Price | | $_____ |

A. Estimated Annual Contract Price Third Year $_____
**(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

| | | |
|---|---|---|
| **A.** | **Estimated Annual Contract Price First Year** | **$**_____ |
| **B.** | **Estimated Annual Contract Price Second Year** | **$**_____ |
| **C.** | **Estimated Annual Contract Price Third Year** | **$**_____ |
| | **Total Estimated Contract Price Three (3) Years** | **$**_____ |

# EXHIBIT A

# SCOPE OF WORK

## Routine Cleaning

## Station Cleaning

This numbered clause of these Specifications 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 and in accordance with the provisions of these Specifications.

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.

The Contractor's employee will be entitled to a one-half hour meal break and the Port Authority will not reimburse the Contractor for such one-half hour meal break. Additionally, coverage during the one-half hour meal break will not be required.

## STATIONS

**Station #A1** 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Police Emergency Garage PEG) including Offices, Lavatories, Locker Rooms, Corridors, Stairways, Vestibules, Kitchen Areas, Front and Rear Sidewalks, Police Emergency Bays

**Duties:** Thoroughly clean and policing all of the above areas, as necessary, snow removal as directed by the Manager.

## PROCEDURES:

### Policing

Policing of lavatories and locker rooms shall consist of the following as a minimum: picking up and removal of al trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills.

Policing of the corridors, stairways, lobbies, vestibules, office areas, kitchen areas, general areas and storage areas shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, etc., from floors and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, mirrors, walls, and columns, as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the area from curb line to three feet of roadway.

### Thorough Cleaning

The thorough cleaning of lavatories, lounges and locker rooms 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 trash, damp wiping, sanitizing and relining of trash receptacles, the dusting of all partitions and dispensers, the washing and sanitizing of all exterior surfaces of showers, commodes, urinals and wash basins, washing down and the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the washing of all wall surfaces and ceilings as necessary, the cleaning of all mirrors, partitions, doors and wainscoting and the mopping and rinsing of all floor areas and spot relamping as necessary. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations.

Thorough cleaning of offices, general areas, storage areas, kitchen areas and miscellaneous rooms shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, wash down and defrost refrigerator, cleaning all refrigerator trays, washing all kitchen appliances, and vacuum clean all sofas and chairs, wash and sanitize chairs, tabletops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, thorough cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

Thorough cleaning of vestibules, corridors, lobbies and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor 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 entrance and lobby glass, removal of graffiti from all surfaces.

**Station #A2** 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Marine Air Terminal (MAT), First and Second floors, including Offices, lavatories, Lobbies, Waiting Areas, Central Areas, Storage Areas, Sidewalk

**Duties:** Thoroughly clean and policing all of the above areas. Machine scrub/hand scrub all lavatory floors and the floors of the Rotunda, Lobby and Foyer of the MAT once per week or as directed by the Manager, snow removal as directed by the Manager.

**PROCEDURES:**

**Policing**

Policing of lavatories and locker rooms 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 and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills.

Policing of the corridors, stairways, lobbies, vestibules, office areas, kitchen areas, general areas and storage areas shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, etc., from floors and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, mirrors, walls, and columns, as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary, bit at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the area from curb line to three feet of roadway.

**Thorough Cleaning**

The thorough cleaning of lavatories 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 trash, damp wiping, sanitizing and relining of trash receptacles, the dusting of all partitions and dispensers, the washing and sanitizing of all exterior surfaces of showers, commodes, urinals and wash basins, washing down and the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the washing of all wall surfaces and ceilings as necessary, the cleaning of all mirrors, partitions, doors and wainscoting and the mopping and rinsing of all floor areas and spot relamping as necessary. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations.

Thorough cleaning of offices, waiting areas, general areas and storage areas shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, and vacuum clean all sofas and chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, thorough cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

Thorough cleaning of vestibules, corridors, lobbies and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor 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 entrance and lobby glass, removal of graffiti from all surfaces.

**STATIONS**

**Station #B1** 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Marine Air Terminal (MAT) Ladies Lavatory, Foyer, Lobby and Rotunda

**Duties:** Lavatory Attendant/Policing of Foyer, Lobby and Rotunda

**Station #B2** 7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Marine Air Terminal (MAT) Men's Lavatory, Second Floor Corridor, all Stairs, Landings and Corridors, Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

**Duties:** Lavatory Attendant Men's Lavatory First Floor/Policing of Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

**Station #B3** 7:00 a.m. to 3:30 p.m. - One Worker (Male) - (7 days, including Saturday, Sunday and holidays)

**Areas:** Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**Duties:** Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**Station # B4** 7:00am – 3:30pm – One Worker ( Female) - (7 days, including Saturday, Sunday and holidays)

**Areas:** Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**Duties:** Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**PROCEDURES:**

Policing of lavatories 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, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, office areas, taxi dispatch and police booth, storage areas, concourses, gates, baggage areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of al trash, litter and cigarette butts, stickers, etc. 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, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the are from curb line to three (3) feet of roadway.

Lavatory attendants shall provide continuous policing of lavatories assigned for their stations.

**STATIONS**

**Station #C1** 3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Marine Air Terminal (MAT) Ladies Lavatory, Foyer, Lobby and Rotunda

**Duties:** Lavatory Attendant/Policing of Foyer, Lobby and Rotunda

**Station #C2** 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Marine Air Terminal (MAT) Men's Lavatory, Second Floor Corridor, all Stairs, Landings and Corridors, Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

**Duties:** Lavatory Attendant Men's Lavatory First Floor/Policing of Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

**Station #C3** 3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**Duties:** Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**Station # C 4** 3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)

**Areas:** Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**Duties:** Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

**PROCEDURES:**

Policing of lavatories 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, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, office areas, taxi dispatch and police booth, storage areas, concourses, gates, baggage areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of al trash, litter and cigarette butts, stickers, etc. 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, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the are from curb line to three (3) feet of roadway.

Lavatory attendants shall provide continuous policing of lavatories assigned for their stations.

## MARINE AIR TERMINAL - (MAT)

## 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. 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 11:00 P.M. and 5:30 A.M., unless otherwise determined by the Manager and shall include the following:

### 1. FLOOR SURFACE CLEANING

Prior to beginning any of the following non-carpeted cleaning procedures, the floors shall be swept, using treated mop or cloth, then damp mopped.

### a. STRIPPING AND REFINISHING RESILIENT TILEFLOOR SURFACES

Stripping and refinishing resilient tile surfaces shall be performed using an Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes and sealers from the floor. Floor should be completely free of any stripper solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor.

Areas and Approximate Size (Sq. Ft.):

Second Floor Corridor and all Stair Landings (2,500), Rear Corridor Stairway (450).

Approximate Total: 2,950 Square Feet
Frequency of Cleaning: 2 x yr.

### b. STRIPPING AND REFINISHING OF MARBLE FLOOR SURFACES

Areas and Approximate Size (Sq. Ft.):

First floor Rotunda (8,542), Second Floor Rotunda Lobby (294)

Approximate Total: 8,836 Square Feet
Frequency of Cleaning: 2 x yr.

### c. MACHINE SCRUBBING OF CERAMIC TILE / TERRAZZO FLOOR SURFACES

Areas and Approximate Size (Sq. Ft.):

Men's Lavatory First Floor (560), Women's Lavatory First Floor (518), Men's Lavatory Second Floor (529)Women's Lavatory Second Floor (742),

Approximate Total: 2,349Square Feet
Frequency of Cleaning: 4x yr.

**d. SHAMPOOING CARPETED FLOOR SURFACES.**

Areas and Approximate Size (Sq. Ft.):

Weather Bureau General Area (504), Weather Bureau Third Floor Office (80).

Approximate Total: 584 Square Feet
Frequency of Cleaning: 2 x yr.

**WALL SURFACE CLEANING**

**a. WASHING AND RINSING OF CERAMIC AND PAINTED WALL SURFACES.**

Areas and Approximate Size (Sq. Ft.):

First Floor Rotunda (328), Men's Lavatory First Floor (560), Women's Lavatory First Floor (518), Rotunda Corridor Second Floor (3,952), Second Floor Lobby to Rotunda (430), Men's Lavatory Second Floor (529), Women's Lavatory Second Floor (742), Open Stairway to Second Floor (834), Weather Bureau Office Area (250), Rear Corridor (1,020), Rear Stairway First Floor (920).

Approximate Total: 10,083 Square Feet
Frequency of Cleaning: 2 x yr.

Areas and Approximate Size (Sq. Ft.):

Enclosed Stairway to Weather Bureau- Three Floors (2,101).

Approximate Total: 2,101 Square Feet.
Frequency of Cleaning: 1 x yr.

**DUSTING AND POLISHING OF PANELED WALL SURFACES.**

Areas and Approximate Size (Sq. Ft.):

First Floor Entrance Foyer (500), Weather Bureau Storage Area (260), Weather Bureau General Area (220).

Approximate Total: 980 Square Feet
Frequency of Cleaning: 2 x yr.

3. **GLASS CLEANING**

a. **WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES**

Areas and Approximate Size (Sq. Ft.):

Second Floor Stairway to Weather Bureau Office (167), First Floor Interior and Exterior Men's Lavatory (10), First Floor Interior and Exterior Women's Lavatory (10), Third Floor Interior and Exterior Weather Bureau Office (40), Second Floor Exterior Glass above Canopy (167).

Approximate Total: 394 Square Feet
Frequency of Cleaning: 2 x yr.

Areas and Approximate Size (Sq. Ft.):

First Floor Rotunda Wall Exterior Side (192), First floor entrance doors & transoms Interior & exterior sides (192).

Approximate Total: 384 Square Feet
Frequency of Cleaning: 12 x yr.

4. **LIGHT FIXTURE CLEANING**

a. **WASHING, RINSING OF FLUORESCENT/INCANDESCENT/SPOTLIGHTS LIGHTING FIXTURES**

**Note**: Items listed below are fluorescent lighting fixtures unless otherwise indicated.

Entrance Foyer and Lobby First Floor (20 Spot Lights), First Floor Rotunda (8), Open Stairway to Second Floor (3), First Floor Rotunda (1) Incandescent), Men's Lavatory First Floor (4 and 1 Incandescent). Women's Lavatory First Floor (16 Incandescent), Corridor Second Floor (6), Rear Stairway (5), Enclosed Stairway to Weather Bureau (20), Weather Bureau All Areas (3 Incandescent), Boiler Room (8 Incandescent), Catwalk (2 Incandescent).

Estimated Total Number of Items:

56 Fluorescent
20 Spotlights
31 Incandescent

Frequency of Cleaning: 2 x yr.

**CEILING CLEANING**

a. **DUSTING AND VACUUMING OF ACOUSTIC TILE CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

Men's Lavatory First Floor (140), Women's Lavatory First Floor (140), Men's Lavatory Second Floor (120), Women's Lavatory Second Floor (120), Third Floor Weather Bureau General Office Area (504).

Approximate Total: 1,024 Square Feet
Frequency of Cleaning: 2 x yr.

**WASHING AND RINSING OF PAINTED CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

Entrance Foyer (150), Open Stairway to Second Floor (210, Second Floor Rotunda Lobby (294), Second Floor Corridor (1,400), Rear Corridor First Floor (270), Rear Stairway (270), Enclosed Third Floor Stairway to Weather Bureau (498).

Approximate Total: 3,092 Square Feet
Frequency of Cleaning: 2 x yr.

## HANGER 7 CENTER AND SOUTH

### A. ROUTINE CLEANING

1. **POLICING**: Continuous daily policing during the hours of 7:00 A.M. through 11:00 P.M., seven (7) days per week, including holidays, of the areas listed below ensuring a continually clean condition.

Areas and Approximate Size (Sq. Ft.):

First Floor Corridor and Lobby (1,400), First Floor Entrance and Vestibule (155), Elevator(15), Stairway off Lobby (120), Stairway in Rear(192), Second Floor Corridor and Elevator Lobby (1,500), Men's Lavatory (510), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Women's Lavatory Lounge Third Floor (88), Third Floor Lobby (564), Third Floor Vestibule and Coat Room (180), Reception Area Third Floor (304), General Manager's Conference Room (1116), Corridor Between Vestibule and Conference Room (24), Corridor Area Lounge and Reception (198), Administration General Office Area (2,492), Third Floor Fax/Mail Room (218) Kitchen and Lounge (340), Assistant Manager's Office (240), Manager's Office Third Floor (545), Manager's Private Lavatory Third Floor (49), A.F.D. (Airport Facilities Division) Entire Office Area Third Floor (2,976), Men's Lavatory First Floor (160), Environmental Office (756), Chief Engineer's Office First Floor (352) Area West Of Chief Engineer's Office First Floor (512), Engineer's Office First Floor (196, Hall South of Reception Area First Floor (112), Inspector's Area First Floor (624), Resident Engineer's Reception Area First Floor (144), Assistant Resident Engineer's Office # 1 First Floor (270), Resident Engineer's Lunch Room First Floor (384), Resident Engineer's Lavatory First Floor (186), Assistant Resident Engineer's Office #2 First Floor (140), Hall North and Reception Area First Floor(40), Stockroom Office(200), Men's Locker Room (1,630), Men's Supervisor's Locker Room (171), Men's Supervisor's Locker Room (240), Women's Locker Room(172), Women's Supervisor's Locker Room (82), Women's Supervisor's Locker Room (139), Lunch Room (1,065), Snow Desk (319), General Office (2,400), Conference Room (180), General Maintenance Supervisor's Office (210), Chief Maintenance Supervisor's Office (224), Foyer (36), Lunch Room (1,020), Men's Locker Room and Lavatory (1,042), Women's Lavatory (250), Men's Second Floor Lavatory (203), Women's Second Floor Lavatory (150), . PA Stockroom (192), PA Snow Desk (374), PA Snow Desk Reserve Room (261), Small Confrence Room Third Floor(354)

Approximate Total: 28, 27,336 Square Feet

**PROCEDURES:**

a. Policing of lavatories and locker rooms 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 and adjacent chrome Fixtures, refilling all dispensers as necessary and the prompt Removal of wet spills.

b. Policing of the corridors, stairways, lobbies, vestibules, office Areas, storage areas, kitchen rooms shall consist of the Following: removal of gum and picking up of all trash, litter and Cigarette butts, stickers, etc., from the floors and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots From all ledges, handrails, countertops, doors frames, glass Mirrors, walls, and columns as necessary. Complete mopping and Sanitizing shall be performed and as soon as made necessary by Sickness, spillage, leaks, etc. Trash Receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains, Sinks, kitchen appliances be cleaned and sanitized as necessary, but at least once per day.

c. Policing of the exterior sidewalks shall consist of the following: Removal of gum and picking up all sidewalk trash, litter and Cigarette butts, etc including the area from curb line to three feet of roadway.

2. **THROUGH CLEANING OF OFFICES, LAVATORIES, LOCKER ROOMS, CORRIDORS, STAIRWAYS, VESTIBULES, LOBBIES, RECEPTION AREAS, MISCELLANEOUS ROOMS, LUNCH ROOMS**

Thorough Cleaning of Offices, Conference Rooms, Storage Rooms, Lavatories, Lockers Rooms, Corridors, Stairways, Vestibules, Lobbies, Miscellaneous Rooms, Reception Area, and Lunch Rooms on a daily basis, seven (7) days per week, including holidays, between the hours of 1:00 P.M. and 7:30 A.M., ensuring a clean condition.

Areas and Approximate Size (Sq. Ft.):
First Floor Corridor and Lobby (1,400), First Floor Entrance and Vestibule (155), Elevator (15), Stairway off Lobby (120), Stairway in Rear (192), Second Floor Corridor and Elevator Lobby (1,500), Men's Lavatory (510), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Women's Lavatory Lounge Third Floor (88), Third Floor Lobby (564), Third Floor Vestibule and Coat Room (180), Reception Area Third Floor (304), General Manager's Conference Room (1116), Corridor between Vestibule and Conference Room (24), Corridor Area Lounge and Reception (198), Administration General Office Area (2,492), Third Floor Fax/Mail Room (218), Kitchen and Lounge (340), Assistant Manager's Office (240), Manager's Office Third Floor (545), Manager's Private Lavatory Third Floor (49), Computer Room (200),, AFD (Airport Facilities Division) Entire Office Area Third Floor (2,976), Men's Lavatory First Floor (160), Environmental Office (756), Chief Engineer's Office First Floor (352), Area West of Chief Engineer's Office First Floor (512), Engineer's Office First Floor (196), Hall South of Reception Area First Floor (112), Inspectors Area First Floor (624), Resident Engineer's Reception Area First Floor (144), Assistant Resident Engineer's Office #1 First Floor (270), Resident Engineer's Lunch Room First Floor (384), Resident Engineer's Lavatory First Floor (186), Assistant Resident Engineer's Office #2 First Floor (140), Hall North and Reception Area First Floor (40), Stockroom Office (200), Supervisor's Locker Room (171), Men's Supervisor's Locker Room (240), Women's Locker Room (172), Women's Supervisor's Locker Room (82), Women's Supervisor's Locker Room (139), Lunch Room (1,065), Snow Desk (319), General Office (2,400), Conference Room (180), General Maintenance Supervisor's Office (210), Chief

Maintenance Supervisor's Office (224), Foyer (36), Lunch Room (1,020), Men's Locker Room and Lavatory (1,042), Women's Lavatory (250), Men's Second Floor Lavatory (203), Women's Second Floor Lavatory (150). Small Conference Room Third Floor (354).

Approximate Total: 26,000 Square Feet

## PROCEDURES

### a. OFFICES, RECEPTION AREAS, LUNCH ROOMS AND MISCELLANEOUS ROOMS

Thorough cleaning of offices, reception areas, lunch rooms and Miscellaneous rooms shall consist of the following as a minimum: Vacuuming office and office areas, emptying all wastebaskets and Dispose of trash in appropriate area, empty and damp wipe all Ashtrays, dusting all file cabinets, partitions, office equipment, Miscellaneous and office furniture, ledges, sills, picture frames, Tables, wash all desk tops, spot wash all furniture and fixtures, Glass partitions, empty, damp wiping and relining trash baskets, Wash down and defrost refrigerator, cleaning all refrigerator Trays, washing all kitchen appliances, and vacuum clean all sofas And chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as Necessary, spot mop liquid spillage on floors, spray buffing Resilient tile floor surfaces as necessary, thorough cleaning and Sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

### b. LAVATORIES, LOUNGES AND LOCKER ROOMS

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

### c. VESTIBULES, LOBBIES, RECEPTION AREAS, CORRIDORS AND STAIRWAYS

Thorough cleaning of vestibules, corridors, lobbies, reception Areas, corridors and stairways consist of the following as a Minimum: sweeping with a treated mop or cloth and damp mopping all Floor and stairway surfaces, spray buffing all vinyl tile floor 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 entrance and lobby glass, removal of graffiti from all surfaces.

**d. ELEVATORS**

Thorough cleaning of elevators shall include but not be limited to cleaning of all interior and exterior surfaces (i.e., metal, glass, Formica), washing and sealing all floor surfaces, wire brushing all elevator saddles.

## 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. 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 5:00p.m. and 7:00 a.m., unless otherwise determined by the Manager and shall include the following:

**1. FLOOR SURFACE CLEANING**

**a. STRIPPING AND REFINISHING OF RESILIENT TILE FLOOR SURFACES**

Stripping and Refinishing resilient tile surfaces should be performed using and Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes and sealer from the floor. Floor should be completely free of any stripper solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor.

Areas and Approximate Size (Sq. Ft.):

First Floor Corridor and Lobby (1400), First Floor Entrance and Vestibule (155), Stock room Office (200) Men's Locker Room (1630) Men's Supervisor's Locker Room (171), Women's Locker Room (172), Women Supervisor's Locker Room (82), Lunch Room (1065), Snow Desk (319), Lunch Room (1020), Men's Locker Room and Lavatory (1042), Women's Lavatory (250), Resident Engineer's Reception Area First Floor (144)

Approximate Total: 7,650.00 Square Feet
Frequency of Cleaning 4 x Yr.

Areas and Approximate Size (Sq. Ft.):

Second Floor Corridor and Elevator Lobby (1500) Women's Lavatory Lounge Third Floor (88), West Of Chief's Engineer's First Floor Office (512). Hall South of Reception Area First Floor (112), Inspector's Area First Floor (624), Resident Engineer's Lunch Room First Floor (384)

Approximate Total: 3220 Square Feet
Frequency of Cleaning: 2x Yr.

**b. SHAMPOOING OF CARPETED FLOOR SURFACES**

Third Floor Lobby (564), Third Floor Vestibule and Coat Room (180), Reception Area Third Floor (304), General Manager's Conference Room (1,116), Corridor between Vestibule and conference Room (24), Corridor Area Lounge and Reception (198), Administration General Office Area (2,492), Assistant manager's Office (240), Manager's Office Third floor (545),), , A.F.D. (Airport Facilities Division) Entire Office Area Third Floor (2,976), AFD Kitchen and Lounge (150), Chief Engineer's office First Floor (352), Engineer' Office First Floor (196),Third Floor Fax/Mail Room (218), , Assistant Resident Engineer's Office # 2 First Floor (140), Hall North of Reception Area First Area (40), Elevator (15), Environmental office (756), General Office (2,400), General Maintenance Supervisor's Office (210), Chief Maintenance Supervisor's Office (224), Third Floor Conference Room Off Elevator Lobby (354)

Approximate Total: 13,694 Square Feet
Frequency of Cleaning: 2 x Yr.

**c. SCRUBBING AND RINSING CONCRETE STAIRWAYS**

Areas and Approximate Size (Sq. Ft.):

Stairway off Lobby (120), Stairway in Rear (192).

Approximate Total: 312 Square Feet
Frequency of Cleaning 2 x Yr.

**d. MACHINE SCRUBBING OF CERAMIC TILE/QUARRY TILE FLOOR SURFACES**

Areas and Approximate Size (Sq. Ft.):

Men's lavatory (510), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Kitchen and Lounge (340), Manager's Private Lavatory Third Floor (49), Men's Supervisor's Locker Room (240), Women's Supervisor's Locker Room (139), Men's Lavatory Second Floor (203), Women's Lavatory Second Floor (150), Foyer (36), Men's Lavatory First Floor (160), Resident Engineer's Lavatory First Floor (186), Maintenance Conference Room (180)

Approximate Total: 2,413 Square Feet
Frequency of Cleaning: 4 x Yr.

**2. WALL SURFACE CLEANING**

**a. WASHING AND RINSING OF PAINTED/CERAMIC TILE/PANEL WALL SURFACES**

Areas and Approximate Size (Sq. Ft.):

Women's Lavatory (360), Men's Locker Room and Lavatory (1,080), Men's Locker Room and Lavatory (552), Lunch Room (225), Airport Facilities General Office (1,500), Manager's Office airport Facilities Division (400),, First Floor Secretary's Office (175), Men's Lavatory Third Floor (951), Women's Lavatory Lounge Third Floor (320), Second Floor Corridor (1,400), Second Floor Corridor (1,925), Men's Lavatory Second Floor (493), Men's Lavatory Second Floor (560), First Floor Vestibule and Lobby (368), Corridor First Floor (340), Corridor and Elevator First Floor (1,328), Stairs off Lobby (1,300), Stairs in Rear of Building (1,728), Supervisors Office (808), Men's Locker Room (1,690), foyer (96), Manager's Private Lavatory (225), Kitchen and Lounge (225), Third Floor Lobby (712), Vestibule and Coat Room (2,041), Lounge and Reception Corridor Third Floor (176), General Manager's Conference Room (912), Corridor Between Conference Room and Vestibule (160), Corridor between Lounge and Reception (336), General Office Area Third Floor (2,296), Assistant Manager's Office (496), Manager's Office (600), Airport Facilities Conference Room (300), Supervisor Airport Maintenance Service Third Floor (400), North Lavatory First Floor (520), Chief Engineer's Office First Floor (442), Area West of Chief Engineer's Office First Floor (768), Engineer's Office First Floor (338), Hall South of Reception Area First Floor(205), Inspector's Area First Floor (688), Resident Engineer's Reception Area First Floor (376), Assistant Resident Engineer's Office #2 First Floor (314), Hall North of Reception Area First Floor (192), Assistant Resident Engineer's Office #1 First Floor (432), Resident Engineer's Lunch Room First Floor (304), Resident Engineer's Lavatory First Floor (452), Women's Locker Room (384), Lunch Room (1,066), Supervisor's Offices (1,359), General Office (1,900), General Maintenance Supervisor's Office (423), Chief Maintenance Supervisor's Office (432), Women's Lavatory (240), Stockroom (143) Third Floor Small Conference Off Elevator Lobby (354).

Approximate Total: 38,017 Square Feet
Frequency of Cleaning: 2 x yr.

**DUSTING AND POLISHING OF WOOD PANEL WALL SURFACES**

Areas and Approximate Size (Sq. Ft..):

Lunch Room (938) General Managers Conference Room (Wood Cabinetry)(252), General Managers Conference Room (Wooden Wall Panels) (432).

Approximate Total: 1,622 Square Feet.
Frequency of Cleaning: 2 x yr.

**3. GLASS CLEANING**

**a. WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES**

Areas and Approximate Size (Sq. Ft.):

General Office Area and Conference Room (630), General Maintenance Supervisor's Office (36), Chief Maintenance Supervisor's Office (54), Lunch Room (63), First Floor Exterior (842), Third Floor Business Administration All Doors, etc., Interior (426), Third Floor Interior (1,124), Third Floor Lobby Doors, Glass Walls (360), Second Floor Lavatory and Hall (103), First Floor Interior (842).

Approximate Total: 4,480 Square Feet
Frequency of Cleaning: 3x yr.

**b. WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES AT A HEIGHT ABOVE TEN FEET UTILIZING SPECIAL EQUIPMENT COMPLIANCE WITH FEDERAL OSHA REGULATIONS.**

Areas and Approximate Size (Sq. Ft.):

Second Floor Exterior (1,124), Third Floor Exterior (1,124).

Approximate Total: 2,248 Square Feet
Frequency of Cleaning: 3 x yr.

**4. WASHING, RINSING OF FLOURSECENT / FLOOD LIGHTS / KRYPTON LIGHT FIXTURES**

**NOTE**: Items listed below are fluorescent lighting fixtures unless otherwise indicated.

**Areas and Estimated Number of Items:**

Manager's Private Lavatory (4), Kitchen and Lounge (9), Third Floor Lobby (6), First Floor Environmental Office (2), First Floor Environmental Locker Room(3), Vestibule and Coat Room (4), Lounge and Reception Corridor Third Floor (16), General Manager's Conference Room ( (8) and (33) Recessed Lights), General Manager's Conference Room (6 Krypton), Third Floor Corridor and Reception Area (9), Administration General Office Area (4), Assistant Manager's Office (9), Administration General Office Area (4), Assistant Manager's Office (9), Manager's Office Third Floor (1), Third Floor Lobby (5), Men's Lavatory Third Floor (9), First Floor Conference Room (6), Women's Lavatory and Lounge Third Floor (17), Second Floor Corridor (5), Men's Lavatory Second Floor (17), First Floor Corridor and Lobby (5), Stairways (33), Project Manager's Office Third Floor (52), Airport Facilities D/C Complex (2), Airport Facilities D/C Complex (2 Flood Lights), Corridor Between Conference Room and Vestibule (5), Small Conference Rm.(6), North Lavatory First Floor (6), Chief Engineer's Office First Floor (9), Area West of Chief Engineer's Office First Floor (2), Engineer's Office First Floor (1), Hall South of Reception Area First Floor (8), Inspector's Area First Floor (2), Resident Engineer's Reception Area First Floor (2), Assistant Resident Engineer's Office #1 First Floor (1), Hall North of Reception Area First Floor (4), Assistant Resident Engineer's Office First Floor (6), Resident Engineer's Lunch Room First Floor (2), Resident Engineer's Lavatory First Floor (64), Stockroom Office (43), Supervisor's Office (32),

Men's Locker Room (5), Women's Locker Room (8), Lunch Room (18), Carpenter's Shop (10), (Storage Area 7S Old Tire Shop (4)), Paving Shop (3), Structural Shop (12), Snow Desk (25), Storage Areas (6), Front Entrance and Stairs (58), General Office (12), Conference Room (12), General Management Supervisor's Office (12), Chief Maintenance Supervisor's Office (2), Foyer (32), Lunch Room (56), Men's Locker and Lavatory (32), Elevator (2).

Estimated Total Number of Items:
6 Krypton, 35 Flood Lights, 729 Fluorescent

Frequency of Cleaning: 2 x yr.

**5. CEILING CLEANING**

**a. WASHING AND RINSING OF PAINTED CLEANING SURFACES.**

Areas and Approximate Size (Sq. Ft.)

Manager's Private Lavatory (79), Women's Lavatory Lounge Third Floor (88), Second Floor Corridor (1,500), Men's Lavatory Second Floor (510), First Floor Corridor and Lobby (1,000), Stairway off Lobby (120), Stairway in Rear of Building (192), Men's Lavatory First Floor (150), Resident Engineer's Lunch Room First Floor (186), Resident Engineer's Lavatory First Floor (186), Men's Lavatory Second Floor (214), Women's Lavatory Second Floor (160) General Managers Conference Room (616)

Approximate Total: 5001 Square Feet
Frequency of Cleaning: 2 x yr.

**b. DUSTING AND VACUMING OF ACOUSTIC TILE / MINERAL BOARD CLEANING SURFACES**

Manager's Office Third Floor (545), Meeting Area Third Floor (391), Kitchen and Lounge (340), Third Floor Lobby (564), Vestibule and Coat Room (180), General Manager's Conference Room (500), Lounge and Reception Corridor Third Floor (198), Business Administration General Office (2,492), Assistant Manager's Office (240), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Airport Facilities General Office (2,976), First Floor Environmental Office (756), Chief Engineer's Office First Floor (352), Area West of Chief Engineer's Office First Floor (512), Engineer's Office First Floor (196), Hall South of Reception Area First Floor (112), Inspector's Area First Floor (624), Resident Engineer's Reception Area First Floor (144), Assistant Resident Engineer's Office #2 First Floor (140), Hall North of Reception Area First Floor (40), Assistant Resident Engineer's Office #1 First Floor (270), Stockroom Office (200), Men's Locker Room (1,491), Women's Locker Room (172), Lunch Room (1,065), General Office (2,400), Conference Room (180), General Maintenance Supervisor's Office (210), Chief Maintenance Supervisor's Office (224), Foyer (36), Lunch Room (810), Men's Locker Room and Lavatory (1,541), Women's Lavatory (180) Small Conference Room Third Floor(354)

Approximate Total: 20,655 Square Feet
Frequency of Cleaning 2x yr.

**6. MISCELLANEOUS CLEANING**

**a. WASHING AND RINSING OF VENTS.**

Areas and Approximate Size (Estimated Number of Items):

Kitchen in Lounge Area Third Floor (2), Third Floor Lobby (2), General Office Area Third Floor (24), Resident Engineer's Lavatory First Floor (3), North Lavatory First Floor (3), Third Floor Reception Area (2), General Manager's Conference Room Third Floor (6), Administration General Office Area Third Floor (17), Assistant Manager's Office Third Floor (2), Manager's Office Third Floor (4), Chief Engineer's Office First Floor (1), Area West of Chief Engineer's Office First Floor (1), Engineer's Office First Floor (1), Resident Engineer's Inspection Area First Floor (1), Lunch Room First Floor (1), Small Conference Room (4), Lunch Room Third Floor (2) AFD General Office Area (15)

Total Estimated Number of Items: 98
Frequency of Cleaning: 2 x yr.

**b. WASHING AND RINSING OF FORMICA PARTITION**

Area and Approximate Size (Sq. Ft):

General Manager's Conference Room (240)

Approximate Total: 240 Square Feet
Frequency of Cleaning: 2 x yr.

**c. WASHING AND RINSING OF RADIATORS**

Area and Approximate Size (Linear Feet):

Chief Engineer's Office (22), Engineering Office First Floor (14), Resident Engineer's Reception area First Floor (8), Assistant Resident Engineer's Office #2 First Floor (8), Assistant Resident Engineer's Office #1 First Floor (15)

Approximate Total: 67 Linear Feet
Frequency of Cleaning: 2 x yr.

Area and Approximate Size (Sq. Ft.

Administration General Manager's Office Third Floor (56)
Approximate Total: 56 Square Feet
Frequency of Cleaning: 2 x yr.

**d. WASHING AND RINSING OF BLINDS**

Area and Approximate Size (Sq. Ft.)

A.F.D. (Airport Facilities Division) General Office Third Floor (91), Administration General Office Third Floor (56), Assistant Manager's Office Third Floor (10), A.F.D. Manager's Office Third Floor (52), Manager's Office Third Floor (28), Airport Maintenance Office Supervisor's Office Third Floor (78)

Approximate Total: 315 Square Feet
Frequency of Cleaning: 2 x yr.

## HANGER 11 ROUTINE CLEANING

1. **POLICING:** Continuous daily policing during the hours of 7:00 A.M. through 11:00 P.M., five (5) days per week, including holidays, of the areas listed below ensuring a continually clean condition.

   Area and Approximate Size (Sq. Ft.):

   Locker Room First Floor (256), Lunch Room First Floor (256), Corridor First Floor (984), General Maintenance Supervisor's Office (288), Foreman's Kitchen First Floor (76), Men's Lavatory First Floor (210), Women's Lavatory First Floor (115), Second Floor Corridor (1,470), L Shaped Men's Locker Room 216-224 (1,841), Room 214 (100), Room 205 (396), First Floor Office (272), Conference Room Second Floor (599), Storage Room Second Floor (24), Unit-Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Room 228 (112),
   Approximate Total: 7,383 Square Feet

**PROCEDURES:**

a. Policing of lavatories and locker rooms 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 and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills

b. Policing of the corridors, stairways, lobbies, vestibules, office area, storage areas, shall consist of the following, removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors and stairs in assigned areas. Damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames glass, mirrors, walls and columns as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day

2. **THROUGH CLEANING OF OFFICES, LAVATORIES, LOCKER ROOMS, CORRIDORS, MISCELLANEOUS ROOMS, LUNCH ROOMS.**

   Through cleaning of offices, lavatories, locker rooms, corridors, miscellaneous rooms, lunch rooms on a daily basis, seven (7) days per week, including holidays between the hours of 5:00 P.M. and 7:30 A.M., ensuring a clean condition

   Area and Approximate Size (Sq. Ft.):

   Locker Room First Floor (256), Lunch Room First Floor (256), Corridor First Floor (984), General Maintenance Supervisor's Office (288), Foreman's Kitchen First Floor (76), Men's Lavatory First Floor (210), Women's Lavatory First Floor (115), Second Floor Corridor (1,470), L Shaped Men's Locker Room 216-224 (1,841), Room 214 (100), Room 205 (396), Fist Floor Office (272), Conference Room Second Floor (599),

Storage Room Second Floor (24), Unit-Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Room 228 (112),
Approximate Total: 7,383 Square Feet

**PROCEDURES:**

**a. OFFICES, RECEPTION AREAS, LUNCH ROOMS AND MISCELLANEOUS ROOMS**

Through cleaning of offices, reception areas, lunch rooms and miscellaneous rooms shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, wash down and defrost refrigerator, cleaning all refrigerator trays, washing all kitchen appliances, and vacuum clean all sofas and chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, through cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary

**b. LAVATORIES, LOUNGES AND LOCKER ROOMS**

The through cleaning of lavatories, lounges and locker rooms 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 trash, damp wiping, sanitizing and relining of all trash receptacles, the dusting of all partitions and dispensers, the washing and sanitizing of all exterior surfaces of showers, commodes, urinals and wash basins washing down, and the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the washing of all mirrors, partitions, doors and wainscoting and the mopping and rinsing of all floor areas and sport relamping as necessary. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations

**c. VESTIBULES, LOBBIES, RECEPTION AREAS, COORIDORS AND STAIRWAYS**

Through cleaning of vestibules, corridors, lobbies, reception areas, corridors and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor 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 entrance and lobby glass, removal of graffiti from all surfaces

## B. 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. 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 3:00 P.M. and 7:00 A.M., unless determined by the Manager and shall include the following:

### 1. FLOOR SURFACE CLEANING

### a. STRIPPING AND REFINISHING OF RESILIENT TILE FLOOR SURFACES.

Stripping and refinishing resilient tile surfaces shall be performed using an Authority approved stripping solution and approximate floor stripping equipment, thoroughly remove all finishes, waxes and sealers from the floor. Floors shall be completely free of any stripper solution or dirt before reapplying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor

Areas and Approximate Size (Sq. Ft.):

Locker Room First Floor (256), Lunchroom First Floor (256), Room 205 (396), Corridor First Floor (984), Foreman's Kitchen First Floor (76), Second Floor Corridor (1,470), Room 228 (112).

Approximate Total: 3,550Square Feet
Frequency of Cleaning: 4 x yr.

### b. SHAMPOOING OF CARPETED FLOOR SURFACES.

Areas and Approximate Size (Sq. Ft.):

General Maintenance Supervisors Office (288), Room 214 (100), First Floor Office (272), Conference Room Second Floor (599), Storage Room Second Floor (24), Unit Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Supervisor's Area Stairway and Landing (110) L Shaped Men's Locker Room 216-224 (1,841).

Approximate Total: 3,618 Square Feet
Frequency of Cleaning: 2 x yr.

### c. MACHINE SCRUBBING OF CERAMIC TILE FLOOR

Areas and Approximate Size (Sq. Ft.):

Men's Lavatory First Floor (210), Women's Lavatory First Floor (115) Lunchroom First floor (256), Men's Lavatory Second Floor (160), Women's Lavatory Second Floor (110).

Approximate Total: 851 Square Feet
Frequency of Cleaning: 4 x yr.

**2. WALL SURFACE CLEANING**

**a. WASHING AND RINSING OF PAINTED/CERAMIC PANELED WALL SURFACES**

Areas and Approximate Size (Sq. Ft.):

Room 205 (1,120), Room 212 (460), Men's Lavatory Second Floor (630), First Floor Kitchen and Coffee Room (630), Corridor Second Floor Classroom Side (450), Supervisor's Office Second Floor (1,012) Locker Room Second Floor (477)

Approximate Total: 4,779 Square Feet
Frequency of Cleaning: 2 x yr.

Areas and Approximate Size (Sq. Ft.):

First Floor Office (4,692), Men's Lavatory Second Floor (520), Women's Lavatory Second Floor (600), First Floor General Maintenance Supervisor's Office (400), Supervisor's Kitchen Area (400), Electrician's Lunch Room (448), Corridor First Floor (1,806), First Floor Locker Room (2,650), Men's Lavatory First Floor (520), Women's Lavatory First Floor (490), Second Floor Corridor *8,605), First Floor Offices (5,046), Conference Room Second Floor (896), Storage Room Second Floor (240), Unit Supervisor's Office Second Floor (598), Group Supervisor's Office Second Floor (598), Stairway Walls Supervisors Area (396)

Approximate Total: 28,905 Square Feet
Frequency of Cleaning: 2 x yr.

**b. DUSTING AND POLISHING OF WOOD PANEL WALL SURFACES**

Areas and Approximate Size (Sq. Ft.):

Room 214 (970), First Floor Shop Office (400)

Approximate Total: 1,370 Square Feet
Frequency of Cleaning: 2 x yr.

**3. GLASS CLEANING**

a. **WASHING SURFACES OF GLASS, FRAMES AND ADJACENT METAL SURFACES**

Areas and Approximate Size (Sq. Ft.):

First Floor Exterior (3,188), First Floor Interior (All) (3,188), Second Floor Interior (2,171), Unit Supervisor's Office (335), Group Supervisor's Office (335)

Approximate Total: 9,217 Square Feet
Frequency of Cleaning: 3 x yr.

b. **WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES AT A HEIGHT ABOVE TEN FEET UTILIZING SPECIAL EQUIPMENT IN COMPLIANCE WITH FEDERAL OSHA REGULATIONS.**

Areas and Approximate Size (Sq. Ft.):

Second Floor All Exterior (2,171)

Approximate Total: 2,171Square Feet
Frequency of Cleaning: 3 x yr.

4. **LIGHT FIXTURE CLEANING**

a. **WASHING, RINSING OF FLUORSCENT/INCANDESCENT/HIGH PRESSURE SODIUM/ RECESSED FLOOD LIGHTING FIXTURES**

Note: Items listed below are fluorescent lighting fixture unless otherwise indicated.

Women's Lavatory (4), Room 204 (4), Training Room Second Floor (4), Office Second Floor (5), Men's Lavatory Second Floor (3), Women's Lavatory Second Floor (3), Room 212 (3), General Maintenance Supervisor's Office First Floor (4), Foreman's Kitchen (4), Lunch Room Third Floor (6), Corridor First Floor (7), Locker Room First Floor (2), Men's Lavatory First Floor (3), Women's Lavatory First Floor (2), Second Floor Corridor (21), L Shaped Men's Locker Room (47), Classroom Second Floor (21), Room 205 (4), Room 228 (4), Electric Shop (8), Hanger Shop (9), Tolls Room (4), High Tension Room (3), Main Stairwell (2), Dorm 1 (2), Dorm 2 (4), Dorm 3 (4), Dorm 4 (4), Dorm 5 (12), Hanger Stairway A (5 High Pressure Sodium), Hanger Stairway B (5 High pressure Sodium), Room 208 (9), Room 206 (2), Second Floor Conference Room (10), Conference Room Second Floor (10), Storage Room Second Floor (2), Unit Supervisor's Office Second Floor (8 Incandescent), Group Supervisor's Office Second Floor (8 Incandescent).

Total Estimate Number of Items:
236 Fluorescent
10 High Pressure Sodium
16 Incandescent

Frequency of Cleaning: 2 x yr.

Areas and Estimated Number of Items:

Supervisors Area Stairway (4)

Total Estimated Number of Items: 4
Frequency of Cleaning: 2 x yr.

**5. CEILING CLEANING**

**a. DUSTING AND VACUUMING OF ACOUSTIC TILE/MINERAL BOARD CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

First Floor Office (272), General Maintenance Supervisor's Office (288), Lunch Room First Floor (477), L-Shaped Men's Locker Room 216-224 (1,841), Room 214 (1,000), Conference Room Second Floor (599) Male Lavatory Second Floor (160), Female Lavatory Second Floor (110)

Approximate Total: 4,666 Square Feet
Frequency of Cleaning: 2 x yr.

**b. WASHING AND RINSING OF PAINTED CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

Corridor First Floor (546), Foreman's Kitchen First Floor (288), Locker Room First Floor (304), Men's Lavatory First Floor (210), Women's Lavatory First Floor (110), Second Floor Corridor (1,470), Room 205 (386), Room 228 (272), Storage Room Second Floor (24), Unit Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Stairway Ceiling Supervisor's Area (72)

Approximate Total: 4,066 Square Feet
Frequency of Cleaning: 2 x yr.

**6. MISCELLANEOUS CLEANING**

**a. WASHING AND RINSING OF VENTS**

Areas and Estimated Number of Items:

Conference Room (18), Unit Supervisor's Office (9), Group Supervisor's Office (9)
Total Estimated Number of Items: 36
Frequency of Cleaning 2x yr.

**BUILDING 84**

**A. ROUTINE CLEANING**

**POLICING:** Continuous daily policing during the hours of 7:00 A.M. through 11:00 P.M., seven days per week, including holidays, of the areas listed below ensuring a continually clean condition.

Areas and Approximate Size (Sq. Ft.):

Kitchen and Coffee Area (513), Corridor Second Floor (144), Second Floor Supervisor's Office (287), Second Floor Locker Room/Lavatory (208), First Floor Shop (130), First Floor Parts Area (100), First Floor Lavatory (48)

Approximate Total: 1,430 Square Feet

**PROCEDURES:**

a. Policing of lavatories and locker rooms 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 and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills.

b. Policing of the corridors, stairways, lobbies, vestibules, office area, storage areas, shall consist of the following, removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors and stairs in assigned areas. Damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames glass, mirrors, walls and columns as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

**THROUGH CLEANING OF OFFICES, LAVATORIES, LOCKER ROOMS, COORIDORS, MISCELLANEOUS ROOMS, LUNCH ROOMS**

Through Cleaning of Offices, Lavatories, Locker Rooms, Corridors, Miscellaneous Rooms, on a daily basis, seven (7) days per week, including holidays between the hours of 7 A.M. and 11:30 P.M., ensuring a clean condition.

Areas and Approximate Size (Sq. Ft.):

Kitchen and Coffee Area (513), Corridor Second Floor (144), Second Floor Supervisor's Office (287), Second Floor Locker Room/Lavatory (208), First Floor Shop (130), First Floor Parts Area (100), First Floor Lavatory (48).

Approximate Total: 1,430 Square Feet.

a. **OFFICES, RECEPTION AREAS, LUNCH ROOMS AND MISCELLANEOUS ROOMS**

Through cleaning of offices, reception areas, lunch rooms and miscellaneous rooms shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, wash down and defrost refrigerator, cleaning all refrigerator trays, washing all kitchen appliances, and vacuum clean all sofas and chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, through cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

b. **LAVATORIES, LOUNGES LOCKER ROOMS, KITCHEN AREAS**

The through cleaning of lavatories, lounges and locker rooms 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 trash, damp wiping, sanitizing and relining of all trash receptacles, the dusting of all partitions and dispensers, the washing and sanitizing of all exterior surfaces of showers, commodes, urinals and wash basins washing down, and the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the washing of all mirrors, partitions, doors and wainscoting and the mopping and rinsing of all floor areas and sport re-lamping as necessary. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations.

c. **VESTIBULES, LOBBIES, RECEPTION AREAS, COORIDORS AND STAIRWAYS**

Through cleaning of vestibules, corridors, lobbies, reception areas, corridors and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor 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 entrance and lobby glass, removal of graffiti from all surfaces.

B. **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. 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 7:00 A.M. and 11:00 P.M., unless determined by the Manager and shall include the following:

## 1. FLOOR SURFACE CLEANING

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

### a. STRIPPING AND REFINISHING TERRAZZO, RESILIENT TILE, GRANITE FLOOR SURFACES

Stripping and refinishing terrazzo, resilient tile, granite floor surfaces shall be performed using an Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes, and sealers from the floor. Floor should be completely free of any stripper solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor.

Areas and Approximate Size (Sq. Ft.):

Kitchen and Coffee Area (513), Corridor Second Floor (144), Second Floor Supervisor's Office (287), Second Floor Locker Room (208), First Floor Shop (130), First Floor Parts Area (100) Men's Lavatory/Lounge (208)

Approximate Total: 1,382 Square Feet
Frequency of Cleaning: 4 x yr.

## 2. GLASS CLEANING

### a. WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES

Areas and Approximate Size (Sq. Ft.):

Second Floor Corridor Interior (133), Second Floor Lavatory Interior (45)

Approximate Total: 178 Square Feet
Frequency of Cleaning: 3 x yr.

### b. WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES AT A HEIGHT ABOVE TEN FEET UTILIZING SPECIAL EQUIPMENT IN COMPLIANCE WITH FEDERAL OSHA REGULATIONS

Areas and Approximate Size (Sq. Ft.):

Stairway to Second Floor Interior and Exterior (120), Rear of Shop Interior and Exterior (1,540), Front of Shop Interior and Exterior (184), Second Floor Corridor Exterior (133), Second Floor Lavatory Exterior (45)

Approximate Total: 2,022 Square Feet
Frequency of Cleaning: 3 x yr.

**3. LIGHT FIXTURE CLEANING**

**a. WASHING, RINSING AND RELAMPING OF FLUORESCENT FIXTURES**

Areas and Estimated Number of Items:

First Floor Shop Office (4), Second Floor Men's Lavatory (4), Second Floor Kitchen and Conference Room (7), Supervisor's Office Second Floor (2), Locker Room Second Floor (5)

Estimated Total Number of Items: 22
Frequency of Cleaning: 2 x yr.

**4. CEILING CLEANING**

**a. DUSTING AND VACUUMING OF MINERAL BOARD CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

First Floor Shop Office (238)

Approximate Total: 238 Square Feet
Frequency of Cleaning: 2 x yr.

**5. WALL SURFACE CLEANING**

**a. WASHING AND RINSING OF PAINTED/CERAMIC PANELED WALL SURFACES**

Areas and Approximate Size (Sq. Ft.):

First Floor Shop Office (491), Second Floor Men's Lavatory ( 459), Second Floor Kitchen and Conference Room ( 731), Supervisor's Office Second Floor (523) , Locker Room Second Floor (331)

Approximate Total: 2,535
Frequency of Cleaning: 2x yr.

## POLICE EMERGENCY GARAGE (PEG)

Periodic work at the PEG must be scheduled seven (7) working days in advance. Employees must work around change of tours, musters, tour changes and meal breaks, etc.

## 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. 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 11:00 P.M. and 7:00 A.M. unless otherwise determined by the Manager and shall include the following:

### 1. FLOOR SURFACE CLEANING

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

### a. STRIPPING AND REFINISHING TERRAZZO, RESILIENT TILE, GRANITE FLOOR SURFACES

Stripping and refinishing terrazzo, resilient tile, granite floor surfaces shall be performed using an Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes and sealers from the floor. Floor should be completely free of any stripping solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor

Areas and Approximate Size (Sq. Ft.):

**First Floor:**

Reserve Room (342), Main Corridor (335), Lock Up Area #1 (66), Lock Up Area # 2 (66), (81), Detective Office (410), Detective Sgt. Office (81) Corridor Storage (72), Corridor to Stairway (200), Tour Commander's Office (156), Processing Room (119), Lost and Found Room (60), Kitchen (40),

**Second Floor:**

Men's Locker Room (2,200), Corridor (228), Women's Locker Room (120), Women's Supervisor's Locker Room and Vestibule (140), Women's Lavatory (50).

Crew Chief's Trailer:
Crew Chief's Office (81), Auto Crime Office (72), Patrol Sgt.'s Office (72), Squad Leader's Office ( 72) Captain's Clerk ( 72).

New Trailers:

Reserve Room (385), Female Locker Room (429), Male Locker Room (594),

Approximate Total: 4,796 Square Feet
Frequency of Cleaning: 4 x yr.

**b. SHAMPOOING OF CARPETED FLOOR SURFACES**

Areas and Approximate Size (Sq. Ft.):

**FIRST FLOOR:**

Supervisor of Police Planning Office ( 161), Administration Kitchen (96), VIP Room Office (96), Conference Room (320), Inspector's Office (257), Administration Office (518). Adminstration Office Stock Room (60), Inspector's Office ( 220),

**SECOND FLOOR:**

Men's Supervisor's Locker Room (580)

Approximate Total: 580 Square Feet
Frequency of Cleaning: 4 x yr.

**c. MACHINE SCRUBBING OF CERAMIC TILE / TERRAZZO FLOOR SURFACES**

Areas and Approximate Size (Sq. Ft.):

**FIRST FLOOR:**

Men's Lavatory Waiting Room (48), Women's Lavatory Waiting Room (48), VIP Room Lavatory (32), Women's Lavatory Administration Office (88), Men's Lavatory (88), Front and Rear Vestibule Waiting Room Lobby (475), Processing Room Lavatory (21)

**SECOND FLOOR:**

Men's Locker Room Lavatory (180), Women's Supervisor's Lavatory (80), Men's Supervisor's Lavatory (90)

Approximate Total: 1,242 Square Feet
Frequency of Cleaning: 4 x yr.

**2. WALL SURFACE CLEANING**

**a. WASHING AND RINSING OF PAINTED/CERAMIC/GYPSUM BOARD-VINYL/MARBLE WALL SURFACES**

Areas and Approximate Size (Sq. Ft.):

**FIRST FLOOR:**

Kitchen (432), Reserve Room (704), Corridor to Stairway (2,100), Men's Lavatory Waiting Room and Vestibule (448), Women's Lavatory Waiting Room and Vestibule (224), VIP Room Lavatory (208), Women's Lavatory Administrative Office (304), Lock Up Area # 2 (272),), Men's Lavatory Administration Office (416), Processing Room (690), Tour Commander's Office (400), Police Desk (1,040), Front and Rear Vestibule Waiting Room and Lobby (4,750), VIP Room (590), VIP Room Office (328), Conference Room (524), Inspectors Office (524), Administration Office (774), Administrative Stock Room (288), Detective's Sgt. Office (336), Corridor Storage (272), Detective's Office (736) Supervisor Police Planning (416), Men's Lavatory Waiting Room and Vestibule (224), Inspector's Office ( 220).

**SECOND FLOOR:**

Women's Supervisor's Locker Room (220), Men's Locker Room and Lavatory (720), Men's Supervisor's Locker Room Lavatory (340), Women's Locker Room Lavatory( 300), Corridor (960), Men's Supervisor's Locker Room (960), Women's Locker Room (430), Vestibule near Women's Supervisor's Locker Room (220) Men's Locker Room (1,750), Women's Supervisor's Locker Room and Lavatory (300),

Crew Chief's Trailer
Patrol Sgt.Office ( 272), Squad Leader's Office (272), Crew Chief Office (320), Auto Crime Office(230), Captains Clerk( 210), (2)Lavatories (224) Main Office Area ( 550)

New Trailers
Reserve Room (629), Female Locker Room (663), Male Locker Room (780),

Approximate Total: 27,570 Square Feet
Frequency of Cleaning: 2 x yr.

**b. DUSTING AND VACUUMING OF FABRIC / ACOUSTIC PANEL WALL SURFACES**

Areas and Approximate Size (Sq. Ft.):

**FIRST FLOOR:**

Writing Room (200)

Approximate Total: 200 Square Feet
Frequency of Cleaning: 2 x yr.

**c. DUSTING AND POLISHING OF WOOD PANEL AND WALL SURFACES**

Crew Chiefs Trailer:

Patrol Sgt. Office (3), Crew Chief (2), Squad Leader's Office (2), Captains Clerk (2) Auto Crime Office (2), Main Office Area (11).

New Trailers:

Reserve Room (6), Female Locker Room (8), Male Locker Room (10).
Frequency of Cleaning: 2 x yr.

**5. CEILING CLEANING**

**a. DUSTING AND VACUUMING OF ACOUSTIC TILE CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

**FIRST FLOOR:**

Conference Room (300), Kitchen (100), Tour Commander's Office (156), Form Writing Room (156), Front and Rear Vestibule Waiting Room and Lobby (475), VIP Room (220), Administrative Kitchen (208), VIP Room Office (96), Inspector Office, Administrative Office (513), Administrative Stock Room/Office (81), Executive Lt. Office (100), Reserve Room (400), Main Corridor (350), Detective's Office (493), Detective Sgt. Office (108), Corridor to Stairway (210), Waiting Room, Men's Lavatory and Vestibule (96), Waiting Room, Women's Lavatory and Vestibule (45), VIP Room Lavatory (33) Inspector's Office (220)

**CREW CHIEF'S TRAILER**

Patrol Sergeant's Office (120), Auto Crime Office (120), Crew Chief Office (120), Squad Leader Office (120), Captains Clerk Office (120), (2) Lavatories (98) and Common Area (700).

**SECOND FLOOR:**

Men's Locker Room (2,016), Corridor (280), Men's Supervisor's Locker Room (580), Women's Locker Room (120), Women's Supervisor's Locker Room and Vestibule (140), Men's Supervisor's Lavatory (90), Women's Locker Room (70), Women's Supervisor's Lavatory (80).

Approximate Total: 9,134 Square Feet
Frequency of Cleaning: 2 x yr.

6. **WASHING AND RINSING OF PAINTED/GYPSUM BOARD PAINTED/PLASTER PAINTED/METAL PAN CEILING SURFACES/VINYL CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

**FIRST FLOOR:**

Police Desk (104), Lock Up Area # 1 (66), Lock Up Area #2 (66), Processing Room Lavatory (21), Corridor Storage Room (72)

**SECOND FLOOR:**

Men's Locker Room Lavatory (180)

**New Trailers**

Female Trailer (429)
Male Trailer ( 594)
Ramp Reserve Room Trailer (385)

Approximate Total: 1,917 Square Feet
Frequency of Cleaning: 2 x yr.

7. **MISCELLANEOUS CLEANING**

a. **WASHING AND RINSING VENTS**

Areas and Estimated Number of Items:

**FIRST FLOOR:**

Kitchen (1), Reserve Room (3), Lost and Found (2), (1), Detective's Office (2), Detective Sgt. Office (1), Corridor to Stairway (1), Women's Lavatory Administrative Office (2), Men's Lavatory Administrative Office (2), Administration Office (5) Inspector's office (1)

**SECOND FLOOR:**

Men's Locker Room Lavatory (3)

**PEG TRAILERS:**

Crew Chief's Trailer (5), Reserve Room Trailer ( 5), Female Locker Room Trailer (5), Male Locker Room Trailer (9).

Total Estimated Number of Items: 42
Frequency of Cleaning: 2x yr.

# PART IV – STANDARD CONTRACT TERMS AND CONDITIONS

# STANDARD CONTRACT TERMS AND CONDITIONS


**PART I GENERAL DEFINITIONS** ..... 3

**PART II GENERAL PROVISIONS** ..... 4

1. Facility Rules and Regulations of The Port Authority ..... 4
2. Contractor Not An Agent ..... 4
3. Contractor's Warranties ..... 5
4. Personal Non-Liability ..... 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination ..... 6
6. Rights and Remedies of the Port Authority ..... 6
7. Rights and Remedies of the Contractor ..... 6
8. Submission To Jurisdiction ..... 6
9. Harmony ..... 7
10. Claims of Third Persons ..... 7
11. No Third Party Rights ..... 8
12. Provisions of Law Deemed Inserted ..... 8
13. Costs Assumed By The Contractor ..... 8
14. Default, Revocation or Suspension of Contract ..... 8
15. Sales or Compensating Use Taxes ..... 11
16. No Estoppel or Waiver ..... 11
17. Records and Reports ..... 11
18. General Obligations ..... 12
19. Assignments and Subcontracting ..... 14
20. Indemnification and Risks Assumed By The Contractor ..... 14
21. Approval of Methods ..... 15
22. Safety and Cleanliness ..... 15
23. Accident Reports ..... 15
24. Trash Removal ..... 15
25. Lost and Found Property ..... 16
26. Property of the Contractor ..... 16
27. Modification of Contract ..... 16
28. Invalid Clauses ..... 16
29. Approval of Materials, Supplies and Equipment ..... 16
30. Intellectual Property ..... 17
31. Contract Records and Documents – Passwords and Codes ..... 17
32. High Security Areas ..... 17
33. Notification of Security Requirements ..... 17
34. Construction In Progress ..... 17
35. Permit-Required Confined Space Work ..... 17
36. Signs ..... 17
37. Vending Machines, Food Preparation ..... 17
38. Non-Publication ..... 17
39. Time is of the Essence ..... 17
40. Holidays ..... 17
41. Personnel Standards ..... 20
42. General Uniform Requirements for Contractor's Personnel ..... 20
43. Labor, Equipment and Materials Supplied by the Contractor ..... 20
44. Contractor's Vehicles – Parking - Licenses ..... 20

45. Manager's Authority ..... 21
46. Price Preference ..... 21
47. Good Faith Participation ..... 21

**PART III CONTRACTOR'S INTEGRITY PROVISIONS ..... 22**

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information ..... 22
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees ..... 22
3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts ..... 24
4. No Gifts, Gratuities, Offers of Employment, Etc. ..... 24
5. Conflict of Interest ..... 25
6. Definitions ..... 25

# STANDARD CONTRACT TERMS AND CONDITIONS

## PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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 stop it from exercising such other rights or remedies.

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

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

8. **Submission To Jurisdiction**

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

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

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

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

**9. Harmony**

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

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

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

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

**10. Claims of Third Persons**

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

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

**11. No Third Party Rights**

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

**12. Provisions of Law Deemed Inserted**

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

**13. Costs Assumed By The Contractor**

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

**14. Default, Revocation or Suspension of Contract**

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

**15. Sales or Compensating Use Taxes**

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

**16. No Estoppel or Waiver**

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

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

**17. Records and Reports**

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

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

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

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

## 18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

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

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

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

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

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

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

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

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

**19. Assignments and Subcontracting**

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

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

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

**20. Indemnification and Risks Assumed By The Contractor**

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

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

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

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

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

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

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

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

**21. Approval of Methods**

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

**22. Safety and Cleanliness**

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

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

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

**23. Accident Reports**

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

**24. Trash Removal**

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

**25. Lost and Found Property**

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

**26. Property of the Contractor**

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

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

**27. Modification of Contract**

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

**28. Invalid Clauses**

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

**29. Approval of Materials, Supplies and Equipment**

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

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

## 30. Intellectual Property

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

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

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

## 31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

## 32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

**33. Notification of Security Requirements**

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

## 34. Construction In Progress

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

## 35. Permit-Required Confined Space Work

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

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

## 36. Signs

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

## 37. Vending Machines, Food Preparation

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

## 38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

## 39. Time is of the Essence

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

## 40. Holidays

The following holidays will be observed at the Site:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |

| | |
|---|---|
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Christmas Day | |

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

**41. Personnel Standards**

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

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

**42. General Uniform Requirements for Contractor's Personnel**

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

**43. Labor, Equipment and Materials Supplied by the Contractor**

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

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

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

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

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

applicable regulations.

**44. Contractor's Vehicles – Parking - Licenses**

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

**45. Manager's Authority**

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

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

**46. Price Preference**

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

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

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

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

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

**47. Good Faith Participation**

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

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

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

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

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting Small Business Programs at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

## PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

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

required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

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

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

## 5. Conflict of Interest

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

## 6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

**ATTACHMENT C**

## CALCULATION OF HOURLY RATE FORM

**Attached are "Calculation of Hourly Rate" forms for the attached positions for each year of the Contract. These forms may be used by the Proposer in support of the Wage and Benefits Plan required in the RFP.**

PROPOSER NAME: _____

# CALCULATION OF HOURLY RATE
# GENERAL CLEANING
# AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
# CLEANER

| | | |
|---|---|---|
| **ITEM #1** | | |
| **DIRECT WAGES** | $_____ | |
| **ITEM #2** | | |
| **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)** | $_____ | |
| **ITEM #3** | | |
| **TAXES AND INSURANCE** | | |
| **(ITEM REQUIRED BY LAW)** | | |
| **F.I.C.A.** | $_____ | |
| **N.Y.S.U.I.** | $_____ | |
| **F.U.I.** | $_____ | |
| **WORKERS' COMPENSATION** | $_____ | |
| **GENERAL LIABILITY INSURANCE** | $_____ | |
| **DISABILITY INSURANCE** | $_____ | |
| **OTHER TAXES AND INSURANCE** | $_____ | |
| **SPECIFY** _____ | | |
| **ITEM #4** | | |
| **ADDITIONAL COMPONENTS** | | |
| **(IF APPLICABLE)** | | |
| **VEHICLE/MTCE/FUEL** | $_____ | |
| **UNIFORMS** | $_____ | |
| **EQUIPMENT** | $_____ | |
| **MATERIALS** | $_____ | |
| **SUPPLIES** | $_____ | |
| **RELIEF** | $_____ | |
| **ROLL CALL** | $_____ | |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $_____ | |
| **SPECIFY** _____ | | |
| **GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $_____ | |

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

PROPOSER NAME: _____

# CALCULATION OF HOURLY RATE
# GENERAL CLEANING
# AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
# SUPERVISOR

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

**Attachment D**

(Sample Statement)

**XYZ COMPANY - Contract # _____**

***WAGE and BENEFITS STATEMENT***

***Period Covered: June 1, xxxx to Novemer 30, xxxx***

| | Job Class 1 | Job Class 2 | Job Class 3 | Job Class 4 | Job Class 5 |
|---|---|---|---|---|---|
| **MINIMUM COMBINED AVG HOURLY WAGES & SUPPLEMENTAL BENEFITS** | | | | | |
| ***Wages*** | | | | | |
| Straight-Time Wages | $ 330,000.00 | $ 250,000.00 | $ 90,000.00 | | |
| Shift Differential | 2,000.00 | - | - | | |
| **Total Wages** | $ 332,000.00 | $ 250,000.00 | $ 90,000.00 | | |
| ***Supplemental Benefits*** | | | | | |
| Holiday | $ 9,500.00 | $ 8,000.00 | $ 9,500.00 | | |
| Vacation | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Sick | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Personal | 1,000.00 | 1,000.00 | 1,000.00 | | |
| Jury Duty / Bereavement | - | 500.00 | - | | |
| Bonus | 13,600.00 | 10,000.00 | 13,600.00 | | |
| Health/Welfare | 63,900.00 | 50,000.00 | 40,000.00 | | |
| Dental | 1,000.00 | 1,000.00 | 1,000.00 | | |
| Pension / 401K | 12,500.00 | 12,000.00 | 12,500.00 | | |
| Other (please *specify*) | - | - | - | | |
| Other (please *specify*) | - | - | - | | |
| **Total Supp. Benefits** | $ 109,500.00 | $ 88,500.00 | $ 85,600.00 | | |
| **WAGES & SUPP. BENEFITS COMBINED** | $ 441,500.00 | $ 338,500.00 | $175,600.00 | | |
| ***HOURS*** | | | | | |
| Straight-Time Hours | 36,600.00 | 25,000.00 | 11,000.00 | | |
| Add: Roll Call Time, *if applicable* | 550.00 | 550.00 | 550.00 | | |
| Less: Relief Time, *if applicable* | (500.00) | (500.00) | (500.00) | | |
| Less: Meal Time, *if applicable* | - | - | - | | |
| **Total Hours** | 36,650.00 | 25,050.00 | 11,050.00 | | |
| **CALCULATED AVG. HOURLY WAGES & SUPP. BENEFITS** | $12.05 | $13.51 | $15.89 | | |
| **CONTRACT REQUIREMENTS** | $12.75 | $13.27 | $15.43 | | |
| **Difference** | ($0.70) | $0.24 | $0.46 | | |
| **MINIMUM HOURLY WAGES** (if applic.) | | | | | |
| **RATES PAID** | $9.50 | $10.50 | $11.50 | | |
| **CONTRACT REQUIREMENTS** | $10.00 | $10.25 | $11.25 | | |
| **Difference** | ($0.50) | $0.25 | $0.25 | | |
| **MINIMUM SALARIES** (if applic.) | | | | | |
| **SALARIES PAID** | | | | $33,375 | $42,777 |
| **CONTRACT REQUIREMENTS** | | | | $33,375 | $40,600 |
| **Difference** | | | | $0 | $2,177 |

*Note:*
*Details by month and by employee must be available and may be submitted with this statement.*

***Statement Certified by:*** _____

*Name* *Title* *Date*

**ATTACHMENT E – CUSTOMER SERVICE – AIRPORT STANDARDS MANUAL**

# CUSTOMER SERVICE

## Airport Standards Manual

**John F. Kennedy International Airport**
**LaGuardia Airport**
**Newark Liberty International Airport**
**Teterboro Airport**
**Downtown Manhattan Heliport**

**Prepared and Published by**
The Port Authority of New York & New Jersey - Aviation Department
Customer, Cargo, Concessions & Airport Services Division

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Fourth Edition, May 2005

## Mission

*To plan, develop, promote, operate and maintain a unified system of regional airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.*

## Vision

- *Focus on Customer Well Being - Provide an airport environment where customers are safe and secure, yet receive quality service.*
- *Be a Model for Service, Security, Efficiency, Safety and Effectiveness.*
- *Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.*

Fourth Edition, May 2005

## TABLE OF CONTENTS


Introduction & Performance Measurement Program.....4

1.0 Employee Attitude, Appearance, Awareness and Knowledge.....17

2.0 Curbside.....20

3.0 Airline Ticket Lobby Check-in Areas.....23

4.0 Walkways, Corridors, Elevators and Escalators.....26

5.0 Passenger & Baggage Screening Areas.....28

6.0 Restrooms.....30

7.0 Gate Areas.....34

8.0 Retail Services.....37

9.0 Food & Beverage Services.....41

10.0 Baggage Claim.....45

11.0 Ground Transportation.....48

12.0 Taxi Dispatch.....53

13.0 Parking Lots & Garages.....54

14.0 Construction.....58

15.0 Charter Operations.....61

16.0 Ramp & Airside.....64

17.0 Assistance to Stranded Passengers.....68

18.0 AirTrain.....70

19.0 Assistance to Passengers with Reduced Mobility (PRM).....77

20.0 Public Circulation & Queue Management.....82

21.0 Orderly Evacuation & Resumption of Services.....86

# Introduction

## Airport Standards Manual

The Airport Standards Manual (ASM) is produced by the Port Authority Aviation Department with all rights reserved. The ASM serves as the primary document outlining the customer service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Standards fall under three broad categories – Customer Service, Signing and Wayfinding, and Planning and Design for Terminals and Facilities. The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool.

## Purpose

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual – Customer Service Standards for the benefit of all airport customers.

It is expected that the Port Authority and all employers on the airports strive to meet or exceed these standards.

This Manual defines *Customer Service Standards* and the *Performance Measurement Program* and is made available to all partners. It will continue to evolve and grow to meet the demands of our customers, through changes in operating procedures, facilities and the introduction of technology by the aviation industry and government regulations.

## The Standards

These Customer Service Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

- Standards referring to "Adequate" or "Sufficient" lighting shall conform to the Illuminating Engineering Society of North America (IES-NA) ***Lighting Handbook, 8th Edition Section 11*** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the Port Authority Aviation Department ***Signing and Wayfinding Standards Manual*** as well as those areas addressed in this manual.

- All Terminal Planning shall be in conformance with the Port Authority Aviation Department ***Planning and Design for Terminals and Facilities Standards*** including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas and Concessions Locations and subject

to ***Tenant Alteration Application (TAA) Procedures and Standards Guide*** reviews and subsequent addenda.

- All Airport Partners must adhere to the Airport Rules and Regulations.

Customer Service Standards are being implemented at Port Authority airports facilities, and are reviewed regularly against best industry practices to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, facility quality assurance reviews, focus groups and data gathered for the Port Authority.

Due to modifications, either through addition or deletion, standards numbering may be different from the previous edition. Also, this edition of the manual includes a designation at the end of each of the standards indicating whether the standard is a high or routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered routine in nature.

### Immediate Action Items

Certain aspects of the Mystery Shopping and Facility Quality Assurance Review process are deemed to be ***"Immediate Action Items"***, requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Rudeness / indifference to customers**
- **Excessive disrepair**

If mystery shoppers/inspectors witness any of these conditions they will immediately notify the proper airport contacts. For EWR, call 973-961-6154, for JFK, call 718-244-8158 and for LGA, call 718-533-3700.

## Airport Performance Measurement Program (APMP)

### I. SERVICE COMMITMENT

The Airport Performance Measurement Program (APMP) provides the framework outlining the process that encourages actions and a commitment to customer service regardless of who provides the service. More specifically, the APMP is designed to:

1) Recognize "**Satisfactory**" performance by Partners who continue to improve customer satisfaction.

2) Provide a useful management tool to identify to Partners the areas that "**Need Improvements**".

3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM) - Customer Service Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas. It is suggested that all partners attend an annual briefing session with the Port Authority to review these standards.

Commitment to upholding the standards is essential for providing quality customer service. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner's performance is considered to be "**Satisfactory**" when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

There is, however, an important distinction between the level of customer satisfaction achieved by a Partner, and the Partner's level of commitment and compliance to the ASM. Customer satisfaction is useful in measuring the customers' perceptions about each Airport's services but does not directly evaluate a Partner's commitment, compliance, or performance. Similarly, Partner compliance is a useful measure to determine how committed a Partner is to implementing the ASM; yet this may not be reflected in the Partner's level of customer satisfaction. Where feasible, the two elements, customer satisfaction and Partner's commitment, must be measured and evaluated together to determine a Partner's true effectiveness and the effect the ASM – Customer Service Standards and the APMP have on customer service.

## II. OBJECTIVES

The overall objective of the APMP is to improve the quality of service offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partners employees, contributes to the quality of customer service.

Where the ASM - Customer Service Standards defines good customer service, the APMP defines performance measurement and provides a management tool to recognize **Satisfactory** performance and to monitor actions taken to address areas in **Need of Improvement**. By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of their commitment necessary for quality airport customer service.

The APMP also outlines how "**Scorecards**" are developed and explains the method used in periodically determining each Partner's performance. The scorecard is the measure of a Partner's performance in a specific area. The scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping, and facility quality assurance reviews.

## III. METHODOLOGY

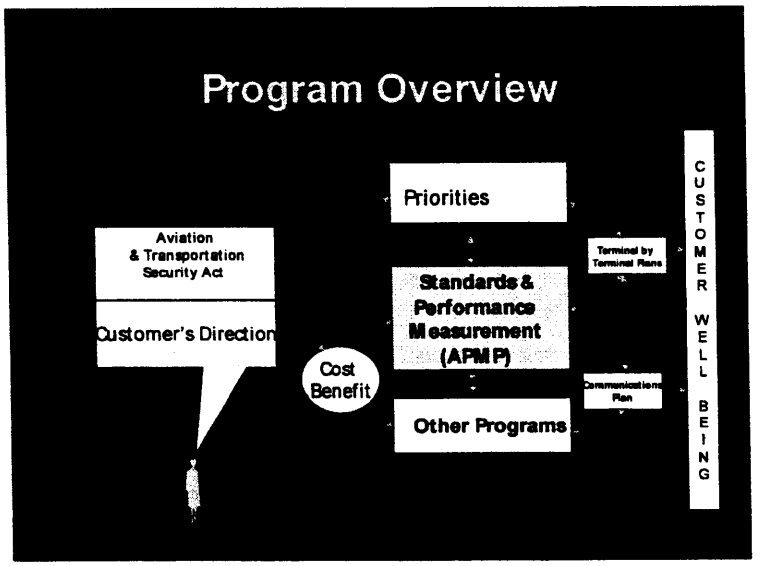
This section proposes a general framework for a quantitative strategy to:

(1) Measure Partners' performance.
(2) Provide an objective means for recognizing **Satisfactory** performance.

(3) Monitor actions required by Port Authority staff and Partners in areas in "**Need of Improvement**" that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer service and provides a recommended strategy for assessing Partners' performance.

To begin with, **Figure 1** briefly illustrates the various steps of the Customer Well Being process used to develop the ASM Customer Service Standards and to integrate them with the APMP. There are three major components to the development of the APMP:




Figure

1. **Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool. See page 1.

2. **Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer service through several actions including but not limited to Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.

3. **Port Authority Leases**. All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Service Standards, Signs Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

## A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners performance. Limiting the data to few sources allows Port Authority staff to focus their efforts on developing and refining the questions and data collection procedures, rather than attempting to use multiple sources that employ different collection techniques and scoring methodologies. Mystery shopping, facility quality assurance reviews, and additional data collection all monitor Partners performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer service:

1. **Customer Satisfaction Survey** – The Customer Satisfaction Survey report quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen passengers are asked to rate various service area attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers indicating scores of 8 and higher are considered to be "delighted or pleased." A score is obtained by dividing the total number of passengers polled by the number of passengers who are delighted or pleased with the service.
2. **Mystery Shopping** – The mystery shopping report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage is reported for each Partner. This is the predominant method of data collection as it provides some measure of Partner performance for all of the service standard categories.

## Mystery Shop Summary Report

**Figure 2 Mystery Shopping Summary**

**Property Number:** EWR-B-TO
**Property Name:** Newark Terminal B Operator - PA
**Date of Evaluation:** 3/23/2005
**Previous Evaluation:** 2/14/2005

| | Standards Missed | Max to Pass | Status | Rolling Average | Previous Score | Gap to Acceptability | High | Routine |
|---|---|---|---|---|---|---|---|---|
| **TERMINAL** | 27 | | | 24.00 | 21 | 13% | | |
| **CURBSIDE DEPARTURE** | 5 | | | 7.50 | 10 | 11% | | |
| **Overall Cleanliness/ Conditions** | 4 | | | 5.00 | | | | |
| **Curbside Departure** | 5 | | | | | | | |
| Standards of Cleanliness | 1 | | | | | | | |
| Standards of Condition | 3 | | | | | | | |
| Standards of Functionality | 0 | | | | | | | |
| Signs, Directions, and Information | 0 | | | | | | | |
| Standards of Employee Attitude, Appearance and Knowledge | 1 | | | 2.50 | | | | |

3. **Facility Quality Assurance Reports** – Facility quality assurance reports, **Figure 3**, provide summarized routine and high priority deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of "0" if the standard is met or "1" if it does not meet the standard. Routine deficiencies are quick fixes identified with mostly cleaning or management issues while high priority deficiencies are those addressing condition and functionality and are more likely to be capital intensive and long term fixes. The high and routine deficiencies identified through facility quality assurance reviews are then totaled and distributed to all partners for follow up actions.

**Facility Summary Report**

**Property Number:** EWR-B-TO
**Property Name:** Newark Terminal B Operator - PA
**Date of Evaluation:** 1/14/2005
**Previous Evaluation:**

**Figure 3 Inspection Summary**

| | Standards Missed | Max to Pass | Status | Rolling Average | Previous Score | Gap to Acceptability |
|---|---|---|---|---|---|---|
| **TERMINAL** | 243 | | | 243 | N/A | 15% |
| **CURBSIDE DEPARTURE** | 7 | | | 7 | N/A | 29% |
| **Curbside Departure - Terminal B** | 7 | | | | | |
| Standards of Cleanliness | 2 | | | | | |
| Standards of Condition | 5 | | | | | |
| Standards of Functionality | 0 | | | | | |
| Signs, Directions, and Information | 0 | | | | | |

4. **Additional Data Collection and Partners' Information** – This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. The areas subject to data collection include but are not limited to airlines check-in, gates and speed/accuracy of baggage delivery, TSA wait time at security checkpoints, CBP wait time, US VISIT Exit process, Air Train, taxi queue, and parking lot exit wait time and queues.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

### B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed monthly and will be supplemented with periodic staff facility quality assurance reviews and data collection. These two monitoring sources

will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual facility quality assurance reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, facility quality assurance reviews, or data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random facility quality assurance reviews for cleanliness, condition and functionality based on the ASM – Customer Service Standards. Contractor performance will be evaluated based upon criteria including, but not limited to, the degree and extent to which the contractor can effectively manage the services outlined in its' Port Authority Agreement, the quality of the employee-training program and the ability to retain employees in the service at the Airport. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff facility quality assurance reviews.

For Port Authority contractors, performance over the entire contract period will be taken into account and the final contract year will have several measurement periods. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor's scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

**Scorecards** contain an overview of the grading system and the performance targets for several areas. Performance targets have been set based on achievable scores from previous surveys, mystery shops or facility quality assurance reviews. Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established.

The overall performance measurement strategy is based on the calculation of a total weighted score derived from the data sources described above. Using the overall weighted score, the Port Authority could provide a performance bonus for **Satisfactory** performance or enact actions for under-performance or areas in **Need of Improvement**. The measurement of performance for some areas may be based upon one or more measurement source while others may use multiple measurement sources to establish a base score.

Based on the results of the weighted score, the Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures , and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target.

**Figure 4** illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement**.

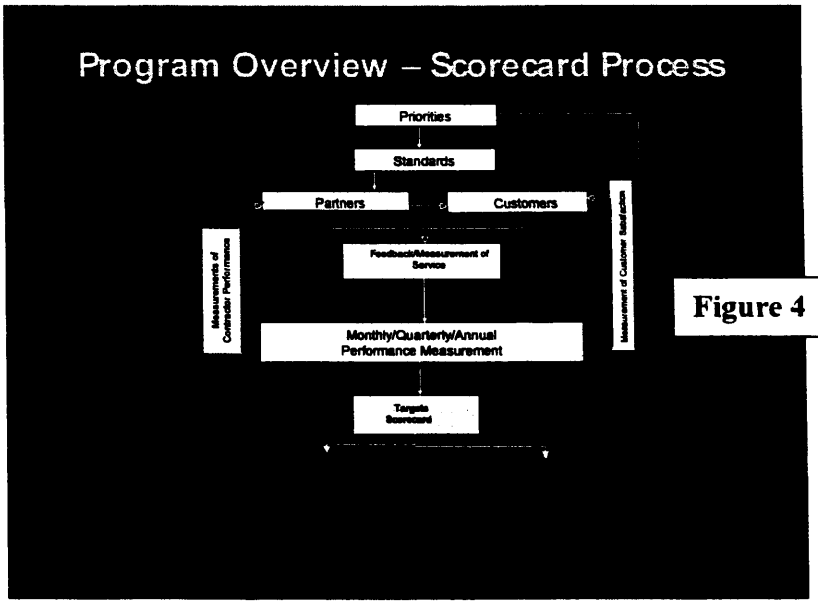



**Figure 4**

## IV. SCORECARDS

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of 3rd-party partners performance.

There are two categories of contractors – those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines . In many cases, the Port Authority has the ability to recognize **Satisfactory** performance and also to take appropriate action(s) when performance is rated in **Need of Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

- The following is a list of existing scorecards measuring courtesy of employees:
  - Concessions (retail, food & beverage).
  - Parking
  - Taxi Dispatch
  - On Airport Bus

- The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:
  - Concessions (retail, food & beverage)
  - AirTrain Stations
  - Parking
  - Gate Areas
  - Taxi Dispatch
  - AirTrain Vehicles
  - On-Airport Bus
  - Restrooms

## A. Scorecards Descriptions & Methodology

- A Sample Needs Improvement Scorecard [Figure 5]

**Performance Measurement Scorecard - Gate Area**

**Central Terminal Building - LGA**

| Gates | Security Lanes | Gate Sq. Ft | Avg. Mvmt. Per Day | Avg. Mvmt per Gate per Day | Annual Outbound Pax | Avg. Sq. Ft. Gate Area | Sq Ft per Avg Daily Pax | IATA Level of Service |
|---|---|---|---|---|---|---|---|---|
| 38 | 12 | 48,000 | 404 | 11 | 5,468,274 | 1,263 | 3.2 | F |

| | Customer Satisfaction | | Mystery Shopping | | Facility Quality Assurance | |
|---|---|---|---|---|---|---|
| | | | Condition | | | Routine Items |
| Timeframe | Annual - June 2004 | | Rolling Average | | Semi-Annual January 2005 | |
| Actual Score | 37 | | 9 | | | 17 |
| Performance Target | 49-54 | | 8 | | | 29 |
| Specific Results | | | | | | |

| Overall Progress | Needs Improvement |
|---|---|

*To achieve an overall satisfactory performance, all targets must be met or exceeded.*

**Notes**

- This is an interim scorecard. ONLY MYSTERY SHOPPING AND INSPECTION SCORES WILL BE A FACTOR IN THE DETERMINATION OF THE "OVERALL PROGRESS" SCORE.
- Customer Satisfaction Target is based on the average of the three airports highest departure passenger satisfaction scores but never lower than the prior target.
- Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target.
- Inspection Targets are based on the average number of deficiencies per square foot of gate area. One deficiency for every 1,682 square feet is acceptable. Most targets may be lower but never higher.
- Gate and Terminal Information obtained through inspection of the facilities.
- Passenger and aircraft movement data is based on information obtained from the Strategic Analysis & External Affairs Unit of the Aviation Department.

- **A sample Satisfactory scorecard [Figure 6]**

| Performance Measurement Scorecard - Gate Area<br>Terminal B - EWR | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Gates** | **Security Lanes** | **Gate Sq. Ft** | **Avg. Mvmt. Per Day** | **Avg. Mvmt per Gate per Day** | **Annual Outbound Pax** | **Avg. Sq. Ft. Gate Area** | **Sq Ft per Avg Daily Pax** | **IATA Level of Service** |
| 25 | 8 | 81,000 | 164 | 7 | 3,033,763 | 3,240 | 9.7 | D |

| | **Customer Satisfaction** | | **Mystery Shopping** | | **Facility Inspection** | |
|---|---|---|---|---|---|---|
| | | | **Condition** | | **High Priorities** | **Routine Items** |
| **Timeframe** | **Annual - June 2004** | | **Rolling Average** | | **Semi-Annual January 2005** | |
| Actual Score | 55 | | 4 | | 9 | 36 |
| Performance Target | 49-54 | | 5 | | 12 | 48 |
| Specific Results | Satisfactory | | Satisfactory | | Satisfactory | Satisfactory |

| **Overall Progress** | Satisfactory |
|---|---|

***To achieve an overall satisfactory performance, all targets must be met or exceeded.***

| **Notes** |
|---|
| * **Customer Satisfaction Target** is based on the average of the three airports highest departure passenger satisfaction scores **but never lower than the prior target.** |
| * **Mystery Shop Target for condition** is based on a rolling average of the lowest score achieved in this area at the three airports **but never higher than the prior target.** |
| * **Inspection Targets** are based on the average number of deficiencies per square foot of gate area. One high deficiency per xxxx square feet of gate space and one routine deficiency for every xxxx square feet is acceptable. **Most targets may be lower but never higher.** |
| * Gate and Terminal Information obtained through inspection of the facilities. |
| * Passenger and aircraft movement data is based on information obtained from the Strategic Analysis & External Affairs Unit of the Aviation Department. |

The scorecards are created by the Aviation Department based on the information obtained through various measurement sources. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. Below is a description of how the targets are set for each of the measurement methods.

**Customer Satisfaction Survey:** The customer satisfaction survey results are produced annually, and therefore the scorecard will be updated with this information only once a year. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 54 percent. The gate areas in the Central Terminal Building at LGA were deemed unacceptable because their score was not within

the acceptable range, thereby receiving a classification of "**needs improvement**". **Figure 6** illustrates a scorecard in which all targets have been met or exceeded and therefore performance is rated as "**satisfactory**".

**Mystery Shopping:** Mystery Shopping is performed monthly, with each terminal being shopped once per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops. The lower number missed, the better the score. Each functional area's score for the twelve (12)-month period preceding the issuance of the scorecard will constitute their "rolling average". The lowest "rolling average" score in each functional area from each airport will be averaged to obtain the target scores. A five (5)-point margin will be applied to the target score. To be considered "satisfactory", the area must fall within this range. The mystery shopping scores will be updated on each semi-annual scorecard.

**Facility Quality Assurance Reports:** The facility quality assurance review will be performed semi-annually. The scoring for the facility quality assurance reviews is based on the number of standards missed, however the scores are divided based on their priority into high or routine items. Much like mystery shopping, the goal is to have the lowest score possible in both categories, high or routine. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement. Taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria calculate the facility quality assurance review score. This provides a pro-rated score that can then be applied to each terminal or location to assess their performance relative to the rest of the airports. For example, restrooms use the number of fixtures (defined as toilets and urinals) as the measurement criteria. The total number of deficiencies is summed and divided by the total number of fixtures across the airports providing a "per fixture" number of acceptable deficiencies. This score is then multiplied by the number of fixtures in a terminal to determine the target, or limit, number of deficiencies. This calculation is performed for both the high deficiencies and the routine deficiencies. The following are the measurement criteria for the areas of the scorecard:

- Restrooms - Number of Fixtures
- Gate Areas - Square Feet
- Concessions - Square Feet
- Taxi Dispatch - Number of Booths
- On-Airport Bus - Number of Buses
- Parking - Number of Public Parking Spaces
- AirTrain Stations - Square Feet
- AirTrain Vehicles - Number of Vehicles

## V. OTHER SCORECARDS UNDER DEVELOPMENT FOR THE 5TH EDITION OF THE ASM-CUSTOMER SERVICE STANDARDS

The Aviation Department will work with partners to develop an acceptable approach to measure and monitor performance for the following standards that are not currently being mystery shopped, or reviewed for quality assurance or surveyed. The following new scorecards will focus on courtesy of staff, cleanliness, condition and functionality and wait times as applicable:

| | |
|---|---|
| Standards 2.0 | Curbside |
| Standards 3.0 | Airline Ticket lobby Check-in Areas |
| Standards 4.0 | Walkways, Corridors, Elevators & Escalators |
| Standards 5.0 | Passenger and Baggage Screening Areas |
| Standards 10.0 | Baggage Claim & FIS Areas |
| Standards 16.0 | Ramp & Airside |
| Standards 19.0 | Assistance to Passengers with Reduced Mobility (PRM) |

## 1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind "*... people may not remember exactly what you did or what you said ... but they will always remember how you made them feel*".

***Standards of Employee Attitude, Appearance, Awareness and Knowledge***

All employees will meet or exceed the following standards:

*1.1* ***Attitude, all employees shall:***

1.1.1 Greet all customers in a friendly and professional manner. Address customers proactively – be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact.

1.1.2 Display a positive attitude toward passengers and fellow employees at all times.

1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.

1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer's problem.

1.1.5 Be capable of communicating clearly when in contact with customers.

1.1.6 Refrain from using foul or inappropriate language at any time.

1.1.7 Use a proper and courteous vocabulary and tone of voice with customers.

1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.

1.1.9 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.

1.1.10 Focus on customers and not gather in a group to chat while on duty.

1.1.11 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.

1.1.13 Not nap or sleep while on duty or in a public area.

1.1.14 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

***1.2 Appearance, all employees shall:***

1.2.1 Be well groomed, clean and present a professional appearance.

1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.

1.2.3 Wear nametags and/or official identification that is visible to the public at all times.

1.2.4 Wear clean, neat and pressed uniforms while on duty.

1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

***1.3 Awareness, all employees shall:***

1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.

1.3.2 Inspect their vehicles regularly for suspicious items while operating on the AOA.

1.3.3 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.

1.3.4 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.

1.3.5 Ensure that all AOA doors and gates are closed properly after each use.

1.3.6 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport–issued identification card each time they enter the AOA or SIDA.

1.3.7 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.

1.3.8 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.

1.3.9 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.

***1.4 Knowledge, all employees shall:***

1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.

1.4.2 Convey accurate information using clear and understandable terms.

1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.

1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.

1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)

1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

## 2.0 – Curbside

***Curbside General Requirements***

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Smoking receptacles shall be readily available on the curbside. {R}

c) Skycap service shall be readily available. {R}

### *2.1 Standards of Cleanliness*

2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}

2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}

2.1.3 All glass shall be clean and free of streaks and smudges. {R}

2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}

2.1.6 Walls shall be clean and free of graffiti. {R}

2.1.7 Curbside check-in counters and self-service check-in kiosks shall appear clean and organized, uncluttered and without visible damage. {R}

2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}

2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

### *2.2 Standards of Condition*

2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}

2.2.2 Entrance and exit doors shall be maintained in good working order. {R}

2.2.3 All glass shall be in good condition with no visible damage. {R}

2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}

2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}

2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

2.2.10 Snow and ice shall be removed from walkways and roadways. {H}

2.2.11 Roadways shall be well maintained and free of potholes. {R}

### *2.3 Standards of Functionality*

2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}

2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}

2.3.3 Public address systems shall be clear and audible. {R}

2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}

2.3.5 All doors shall operate properly. {R}

## 2.0 - Curbside

### *2.4 Signs, Directions, and Information*

2.4.1 Directional signs shall be visible, legible and accurate. {R}

2.4.2 Signs shall clearly indicate the location of services. {R}

2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}

2.4.5 Appropriate directional signs shall be visible at every decision point. {R}

## 3.0 – Airline Check-in Areas

***Airline Check-In Area General Requirements***

a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}

b) Trash receptacles shall be available in the airline check-in areas. {R}

### *3.1 Standards of Cleanliness*

3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}

3.1.2 Workspaces shall always appear uncluttered and organized. {R}

3.1.3 Seating shall be clean and free of stains. {R}

3.1.4 Windowsills shall be free of dust and debris. {R}

3.1.5 Windows shall be free of streaks and smudges. {R}

3.1.6 Wastebaskets shall be clean and not overflowing. {R}

3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}

3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

3.1.9 Floors shall be dry, free from spills and water. {H}

3.1.10 Ceilings shall be clean and free of dust. {R}

3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}

3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 3.0 – Airline Check-in Areas

### *3.2 Standards of Condition*

3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}

3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}

3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}

3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}

3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}

3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}

3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}

3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

3.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

3.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}

3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}

3.2.13 Heating and air conditioning units shall be in good working condition. {R}

3.2.14 Stanchions, ropes and, "tensa barriers" shall be well maintained and in good repair. {R}

3.2.15 Employees' personal belongings shall not be visible to customers. {R}

## 3.0 – Airline Check-in Areas

### *3.3 Standards of Functionality*

3.3.1 Flight Information Display System (FIDS) monitors shall be provided, and be in working order. {R}

3.3.2 Telephones shall be in working order. {R}

3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Terminal Ticket Counter – 45-foot candles.** {R}

3.3.4 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

### *3.4 Signs, Directions, and Information*

3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}

3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}

## 4.0 – Walkways/Corridors/Elevators/Escalators

### *4.1 Standards of Cleanliness*

4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}

4.1.2 Floors shall be dry, free of spills or water. {H}

4.1.3 Ceilings shall be clean and free of dust. {R}

4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}

4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}

4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}

4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

4.1.8 Heating and air conditioning units shall be clean and dust free. {R}

### *4.2 Standards of Condition*

4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

4.2.2 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

4.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {H}

4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}

4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}

4.2.6 Elevator button lights and switches shall be in good condition. {R}

4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}

4.2.8 Corridors and walkways shall be free of obstructions. {R}

4.2.9 Heating and air conditioning units shall be in working order. {R}

4.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

### *4.3 Standards of Functionality*

4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}

4.3.2 Elevator button lights and switches shall be operational. {R}

4.3.3 Public address system shall be in working order and audible from all areas. {H}

4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles.** {H}

4.3.5 In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

### *4.4 Signs, Directions, and Information*

4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}

4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}

4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}

4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 5.0 – Passenger and Baggage Screening Areas

### *5.1 Standards of Cleanliness*

5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}

5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}

5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}

5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}

5.1.5 Ceilings shall be clean and free of dust. {R}

### *5.2 Standards of Condition*

5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}

5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}

5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}

5.2.6 Ceilings shall be free from stains and broken tiles. {R}

5.2.7 Sign frames, holders and stands shall be in good condition. {R}

5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}

5.2.9 Employee's personal belongings shall not be visible to customers. {R}

## 5.0 – Passenger and Baggage Screening Areas

### *5.3 Standards of Functionality*

5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery and aids shall be maintained and in working order. {H}

5.3.2 Queue time at the passenger screening areas shall not exceed ten (10) minutes. {H}

5.3.3 Queue time at the baggage screening areas shall not exceed ten 10 minutes. {H}

5.3.4 Stanchions, ropes and "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

### *5.4 Signs, Directions, and Information*

5.4.1 Internal notices shall not be displayed in public areas. {R}

5.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.3 Clear, visible and accurate signing shall be placed at key decision points and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.4 Only approved regulatory signs shall be used. {R}

## 6.0 - Restrooms

***General Requirements***

a) Restrooms shall have sinks with soap dispensers. {R}

b) Female restrooms shall be equipped with sanitary dispensers and sanitary trash receptacles. {R}

c) All restrooms shall have sanitary seat covers available. {R}

d) All stall doors must have door locks or latches. {H}

e) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}

f) All restrooms shall be equipped with an appropriate number of trash receptacles. {R}

g) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

### *6.1 Standards of Cleanliness*

6.1.1 Floors shall be free of debris and stains and appear clean. {R}

6.1.2 Floors shall be dry, free of spills or water. {H}

6.1.3 Unpleasant odors shall not be detected. {R}

6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}

6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}

6.1.6 Entranceways and doors shall be clean and free of debris. {R}

6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}

6.1.8 Urinals shall be clean and free of debris. {R}

6.1.9 Tiles and walls shall be clean. {R}

6.1.10 Soap dispensers shall be clean and free of soap scum. {R}

## 6.0 - Restrooms

6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}

6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

6.1.13 Sanitary dispensers shall be clean. {R}

6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.1.15 Baby changing stations shall be clean. {R}

6.1.16 Walls and doors of toilet and toilet stalls shall be clean. {R}

6.1.17 Ceilings shall be clean and free of dust. {R}

6.1.18 Countertops shall be clean and free of debris and be dry. {R}

### *6.2 Standards of Condition*

6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}

6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}

6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}

6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}

6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}

6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}

6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}

6.2.8 Soap dispensers shall be in good condition. {R}

6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}

6.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts.{R}

6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}

6.2.12 Trash and sanitary receptacles shall be in good condition. {R}

6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}

6.2.14 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint. {R}

6.2.15 Ceilings shall be free of cracks and stains. {R}

6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}

6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

***6.3 Standards of Functionality***

6.3.1 Public address system shall be clear and audible in the restroom areas. {H}

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}

6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Restrooms – 23 foot-candles**. {H}

6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}

6.3.5 Toilets and urinals shall be in working order. {H}

6.3.6 Door locks and latches shall be in working order. {H}

6.3.7 Sink drains and faucets shall be in working order. {R}

6.3.8 Baby changing stations shall be in working order. {H}

6.3.9 Sanitary dispensers shall be filled and in working order. {R}

6.3.10 Soap dispensers shall be in working order and have soap available. {R}

6.3.11 Unpleasant odors shall not be detected. {R}

### *6.4 Signs, Directions, and Information*

6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}

## 7.0 – Gate Areas

***General Requirements***

a) Telephones shall be available in the gate area. {R}

b) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

c) Public address system shall be available in every gate area. {R}

d) Flight Information Display Systems shall be available in or around the gate areas. {R}

### *7.1 Standards of Cleanliness*

7.1.1 Seating shall be clean and free of debris and stains. {R}

7.1.2 Windowsills shall be free of dust and debris. {R}

7.1.3 Windows shall be clean and free of streaks and smudges. {R}

7.1.4 Trash receptacles shall be clean and not overflowing. {R}

7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}

7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

7.1.7 Floors shall be dry, free of spills or water. {H}

7.1.8 Ceilings shall be clean and free of dust. {R}

7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}

7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}

7.1.11 Heating and air conditioning units shall be clean and dust free. {R}

7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 7.0 – Gate Areas

7.1.13 Counters/podiums and kiosks shall be clean and free of debris. {R}

7.1.14 Advertising and display areas shall be clean and free of debris. {R}

*7.2* ***Standards of Condition***

7.2.1 Seating shall be free of rips, tears and broken parts. {R}

7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}

7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}

7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}

7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

7.2.7 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

7.2.8 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}

7.2.10 Heating and air conditioning units shall be in good working condition. {R}

7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good working condition, with no visible damage or broken parts. {R}

7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

### *7.3 Standards of Functionality*

7.3.1 The Public Address System shall be clear and audible at all times. {H}

7.3.2 Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

7.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Gate Areas – 38 foot-candles**. {H}

7.3.4 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}

7.3.5 Telephones shall be in working order. {R}

7.3.6 Television monitors shall be clear, visible and in good working condition. {R}

7.3.7 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

### *7.4 Signs, Directions, and Information*

7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 8.0 – Retail Services

### *8.1 Standards of Cleanliness*

8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}

8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

8.1.3 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

8.1.4 Glass windows and display cases shall be clean. {R}

8.1.5 Light fixtures and assemblies shall be clean and free of dust. {R}

8.1.6 All walls and columns shall be clean. {R}

8.1.7 Ceilings shall be clean and free of dust. {R}

8.1.8 Sales and cashier areas shall appear neat, organized and clean. {R}

8.1.9 Heating and air conditioning units and vents shall be clean. {R}

### *8.2 Standards of Condition*

8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}

8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

8.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}

8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

8.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no visible broken parts. {R}

8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}

8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}

8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}

8.2.10 Stock shall be stored out of view of customers whenever possible. {R}

8.2.11 Ceilings shall not be stained or have any broken tiles. {R}

8.2.12 Employees' personal belongings shall not be visible to customers. {R}

8.2.13 Heating and air conditioning units shall be in good working order. {R}

8.2.14 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas. {R}

### *8.3 Standards of Functionality*

8.3.1 In the event of flight delays, essential services should remain open for passengers in the terminal after normal business hours. {H}

8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles**. {H}

8.3.3 Public Address System (PAS) and music system shall be in a clear and audible working condition with appropriately set volume level. {H}

8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}

8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

### *8.4 Signs, Directions, and Information*

8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}

8.4.2 Operators whose lease agreement require, shall prominently display "Street Pricing" signing. {R}

8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}

8.4.4 Hours of operations shall be displayed and fully observed. {R}

8.4.5 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}

8.4.6 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}

8.4.8 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

8.4.9 When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet. {R}

8.4.10 There shall be no unauthorized postings. {R}

8.4.11 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

### *8.5 Standards of Retail Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}

8.5.2 Employees shall always provide customers with a receipt and a "thank you". {R}

8.5.3 Employees shall always give correct change. {R}

8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}

8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

8.5.6 Any complaints shall be dealt with promptly and records maintained. {R}

8.5.7 Employees shall have appropriate knowledge of items being sold. {R}

8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

### *8.6 Standards of Product*

8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

8.6.2 Merchandise shall be attractively displayed. {R}

8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}

8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}

8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}

8.6.6 All prices shall be clearly displayed. {H}

8.6.7 Customer comment cards shall be readily available. {R}

8.6.8 No items shall remain on shelves past expiration dates. {R}

8.6.9 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}

8.6.10 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

## 9.0 – Food & Beverage

### *9.1 Standards of Cleanliness*

9.1.1 All areas in the establishment shall be clean and well maintained. {R}

9.1.2 Debris shall be removed from tables and counters within two minutes. {R}

9.1.3 Area shall be free of unpleasant odors. {R}

9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

9.1.5 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

9.1.6 Ceilings shall be clean and free of dust. {R}

9.1.7 Glass windows and display cases shall be clean. {R}

9.1.8 All food used for display purposes shall be changed regularly. {R}

9.1.9 Sales and cashier areas shall appear organized and clean. {R}

9.1.10 Tray slides shall be clean. {R}

9.1.11 Trays shall be washed, not just wiped. {R}

9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}

9.1.14 All visible cooking equipment shall be clean. {R}

9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

9.1.16 Heating and air conditioning units and vents shall be clean. {H}

### *9.2 Standards of Condition*

9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}

9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

9.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}

9.2.6 Ceilings shall be free of stains and broken tiles. {R}

9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}

9.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas. {R}

9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}

9.2.11 Employees' personal belongings shall not be visible to customers. {R}

9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}

### *9.3 Standards of Functionality*

9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}

9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candles**. {H}

9.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level. {H}

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

### *9.4 Signs, Directions, and Information*

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signing. {R}

9.4.3 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.4 Hours of operations shall be displayed and fully observed. {R}

9.4.5 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.6 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.10 There shall be no unauthorized postings. {R}

### *9.5 Standards of Food and Beverage Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and a 'thank you." {R}

9.5.3 Employees shall always give correct change. {R}

9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}

9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}

9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

9.5.7 Any complaints shall be dealt with promptly and records maintained. {R}

### *9.6 Standards of Product*

9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}

9.6.2 Menus shall be well designed, clean and display the correct prices. {R}

9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

9.6.4 No items shall remain on shelves past expiration dates/times. {H}

9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}

9.6.6 Hot food shall be delivered hot; cold food shall be delivered cold. {R}

9.6.7 Clean trays shall be available. {R}

9.6.8 Customer comment cards shall be readily available. {R}

9.6.9 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

## 10.0 – Baggage Claim

***General Requirements***

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Public Address System (PAS) shall be available. {H}

### *10. 1 Standards of Cleanliness*

10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}

10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}

10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}

10.1.5 Ceilings shall be clean and free of dust. {R}

10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}

10.1.7 Seating shall be clean and free of stains. {R}

10.1.8 Windowsills shall be free of dust and debris. {R}

10.1.9 Windows shall be clean and free of streaks and smudges. {R}

10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}

### *10.2 Standards of Condition*

10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

10.2.4 Heating and air conditioning units shall be in good working condition. {R}

10.2.5 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

10.2.6 Seating shall be free of rips, tears and broken parts. {R}

10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}

10.2.8 Windows shall be in good condition, free of scratches or marks. {R}

10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}

10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

10.2.11 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}

### *10.3 Standards of Functionality*

10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}

10.3.2 The Public Address System shall be clear and audible. {H}

10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}

10.3.4 Television monitors shall be in good working condition. {R}

10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles**. {H}

10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}

### *10.4 Signs, Directions, and Information*

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event that baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 11.0 – Ground Transportation

### *11.1 Standards of Cleanliness*

***Ground Transportation Information Counters***

11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}

11.1.2 Computers and monitors shall be clean and free of dust. {R}

11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}

11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

***On-Airport Bus Services***

11.1.5 All vehicle lighting shall be clean and free of debris. {R}

11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.7 Vehicle interiors shall be clean and free of debris. {R}

11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}

11.1.10 Seating shall be clean and free of graffiti. {R}

***Permittee Services***

11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.12 Vehicle interiors shall be clean and free of debris. {R}

11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}

11.1.14 Seating shall be clean and free of graffiti. {R}

## 11.0 – Ground Transportation

***Bus Shelters***

11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}

11.1.16 All bus shelter interiors shall be clean and free of debris. {R}

11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}

11.1.19 Seating shall be clean and free of graffiti. {R}

11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}

11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

### *11.2 Standards of Condition*

***Ground Transportation Information Counters***

11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}

11.2.2 Computers and monitors shall be in good working condition. {R}

11.2.3 All telephones, including self-service phones shall be in good condition. {R}

11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}

11.2.5 Employee's personal belongings shall not be visible to customers. {R}

***Airport Bus and Permitee Services***

11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}

11.2.7 Vehicular body damage shall be repaired promptly. {R}

11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}

11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}

11.2.11 Employee's personal belongings shall not be visible to customers. {R}

11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

***Permittee Services***

11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}

11.2.14 Vehicle interiors shall be in good condition. {R}

11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}

11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

***Bus Shelters***

11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}

11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}

11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

## *11.3 Standards of Functionality*

***Ground Transportation Information Counters***

11.3.1 All customer service representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}

11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}

11.3.3 Computers and monitors shall function properly, {R}

11.3.4 All telephones, including self-service telephones, shall function properly. {R}

***On-Airport Bus Services***

11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.7 Doors and windows shall operate properly and easily. {H}

11.3.8 Waiting time during peak periods for shall not exceed fifteen (15) minutes. {R}

11.3.9 Public Address systems and announcements shall be clear audible, and up to date. {R}

11.3.10 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

***Permittee Services***

11.3.11 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.12 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.13 Only authorized permittees shall make pick-ups at designated areas. {R}

***11.4 Signs, Directions and Information***

***Ground Transportation Information Counters***

11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.2 Ground Transportation waiting area shall be clearly identified. {R}

11.4.3 All transportation information shall be accurate and up to date. {H}

11.4.4. All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

***On-Airport Bus Services***

11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}

11.4.6. Pick-up locations shall be clearly designated. {R}

11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}

11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

***Bus Shelters***

11.4.10. Bus headways shall be prominently displayed. {R}

11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

### *11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)*

11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}

11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within one (1) hour of the request for such service at Ground Transportation Information Center. {R}

## 12.0 – Taxi Dispatch

### *12.1 Standards of Cleanliness*

12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}

12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}

12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

### *12.2 Standards of Condition*

12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}

12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}

12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}

12.2.4 Queue line railing, where installed, shall be free of defects. {R}

### *12.3 Functionality*

12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}

### *12.4 Signs, Directions, and Information*

12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}

## 13.0 – Parking Lots & Garages

### *13.1 Standards of Cleanliness*

13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}

13.1.2 Escalators and elevators shall be clean and free of debris. {R}

13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}

13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}

13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}

13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}

13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}

13.1.9 Drains shall be clear and free of debris. {R}

13.1.10 Unpleasant odors shall not be detected. {R}

13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

### *13.2 Standards of Condition*

13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}

13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}

13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}

13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}

13.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}

13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}

13.2.11 Striping shall be visible. {R}

13.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

### *13.3 Standards of Functionality*

13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations. {H}

13.3.3 All equipment shall be functioning and in good working order. {R}

13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}

13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}

13.3.6 Escalators and elevators shall be in working order. {R}

13.3.7 Elevator button lights and switches shall be operational. {R}

13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}

13.3.9 A "red light" shall be displayed indicating a closed lane. {R}

13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

### *13.4 Signs, Directions, and Information*

13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.5 Signing for "help" phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.6 A plaque with the cashier's name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}

13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

## 13.0 – Parking Lots & Garages

### *13.5 Standards of Parking Employees*

In addition to the following standards, all employees shall conform to the same Employee, Attitude, Appearance and Knowledge as outlined in Standard 1.0.

13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}

13.5.2 Employees shall "thank" every customer and offer a receipt. {R}

## 14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

### *14.1 Standards of Cleanliness*

14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}

14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

### *14.2 Standards of Condition*

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}

14.2.5 Floors shall be dry and free of spills or water. {R}

14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}

14.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

14.2.8 No unpleasant odors shall be emitted from the construction site. {R}

14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}

14.2.10 Construction workers shall obtain and prominently display official identification. {H}

### *14.3 Standards of Functionality*

14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}

14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}

14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}

14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

14.3.5 Any major capital projects having impact on customer services shall be posted on appropriate websites. {R}

### *14.4 Signs, Directions, and Information*

14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}

14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}

14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}

14.4.4 Renderings of the new facility shall be posted at appropriate locations. {R}

14.4.5 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 15.0 – Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and ***exclude scheduled carriers*** who have established policies, procedure and guidelines to handle stranded and delayed passengers.

### *15.1 Standards for Representation*

15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.

15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is air born. The representative shall sign-in and sign-out with the Terminal Operator.

15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)

15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:

A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;

B. Name(s) of all authorized representative(s) on duty;

C. 24-hour telephone contact;

D. 24-hour fax number;

E. E-mail address;

F. Mailing address;

G. The name of ground handling company;

H. Name and contact of handling company's authorized representative;

I. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

J. Provide website address for posting of information.

15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.

15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.

15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

### *15.2 Standards for Information*

15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.

15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.

15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

## 15.0 – Charter Operations

### *15.3 Standards for Services in case of flight delay or cancellation*

15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.

15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.

15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

## 16.0 – Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

### *16.1 Standards of Ramp Cleanliness*

16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}

16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}

16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}

16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}

16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}

16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}

16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}

16.1.9 All drains shall be clear and free of debris. {R}

16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}

16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

### *16.2 Standards of Equipment Cleanliness*

16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}

16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}

16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}

16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}

16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

### *16.3 Standards of Ramp Condition*

16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}

16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}

16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}

16.3.4 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}

16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}

16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}

16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

### *16.4 Standards of Equipment Condition*

16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}

16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}

16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

### *16.5 Standards of Equipment Functionality*

16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}

16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}

16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}

16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}

16.5.5 Ramp equipment parked and cargo including containers shall be staged in an orderly fashion. {R}

16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}

16.5.7 Aircraft loading bridges shall be in good working order. {R}

16.5.8 Interline baggage transfer equipment shall be in good working order. {R}

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

### *16.6 Signs, Directions, and Information*

16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

## 17. 0 – Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

**The Following Defines "Stranded Passengers"**

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and thirty (30) minutes on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

**The Following Defines "Areas of Responsibility"**

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public.

### *17.1 Assistance to passengers stranded on board an aircraft*

17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for sixty (60) minutes or longer. {H}

## 17. 0 – Assistance to Stranded Passengers

17.1.2 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly disabled, passengers with medical conditions, unaccompanied children, passengers with very young children and passengers speaking foreign languages. {H}

17.1.3 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

### *17.2 Assistance to passengers stranded inside the terminal*

17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}

17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}

17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}

17.2.4 Airlines are encouraged to provide passengers with any additional services as described by ATA Carriers in their respective "Customer Service Commitments" and by the DOT "Fly-Rights" publication. {R}

### *17.3 Arriving flight information provided to the general public*

17.3.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

## 18. 0 – AirTrain

### *18.1 Standards of Cleanliness*

***Stations: Interior***

18.1.1 Seating shall be clean and free of stains. {R}

18.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

18.1.3 All floor mats shall be clean and properly aligned. {R}

18.1.4 All planters shall be clean and free of dust and debris. {R}

18.1.5 Windowsills shall be free of dust and debris. {R}

18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}

18.1.7 Trash receptacles shall be clean and not overflowing. {R}

18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}

18.1.9 Floors shall be dry, free of spills or water. {H}

18.1.10 Ceilings shall be dust free and unsoiled. {R}

18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}

18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}

18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R]

18.1.16 Escalators shall be clean and free of debris and graffiti. {R}

18.1.17 All Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

## 18.0 – AirTrain

***Stations: Exterior***

18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}

18.1.19 Windows shall be free of streaks and smudges. {R}

18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

18.1.21 Awnings, where present, shall be clean at all times. {R}

18.1.22 Walls shall be clean and free of graffiti. {R}

18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}

***Trains:***

18.1.24 Exteriors shall be clean and have a freshly washed appearance. {R}

18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}

18.1.26 Seating shall be clean and free of stains. {R}

18.1.27 Walls shall be clean and free of graffiti and scratches. {R}

18.1.28 Ceilings shall be dust free and unsoiled. {R}

18.1.29 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}

18.1.30 Floors shall be dry, free of spills and water. {H}

18.1.31 Windows shall be free of streaks and smudges. {R}

18.1.32 Doors shall be clean. {R}

18.1.33 Light fixtures and assemblies shall be clean and free of dust. {R}

## 18.0 – AirTrain

### *18.2 Standards of Condition*

***Stations: Interior***

18.2.1 Seating shall be free of rips, tears and missing or broken parts. {R}

18.2.2 Carpet shall not be worn or frayed, and tile and floors shall be free of large gouges, cracks and missing pieces. {H}

18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}

18.2.4 Planters shall be in good condition, free of any visible damage. {R}

18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}

18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}

18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}

18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

18.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}

18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}

18.2.13 Heating and air conditioning units shall be in good working condition. {H}

18.2.14 Escalators and elevators shall be in working condition. In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

18.2.15 Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be in good condition, with no visible damage. {R}

18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.2.17 Employees' personal belongings shall not be visible. {R}

18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

***Stations: Exterior***

18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}

18.2.20 Entrance and exit doors shall be in good working order. {R}

18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}

18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}

18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}

18.2.27 Snow and ice is removed from walkways, roadways and guide ways to prevent any safety hazard. {H}

18.2.28 Roadways are well maintained and free of potholes. {R}

18.2.29 Baggage carts shall be readily available. {R}

## 18.0 – AirTrain

***Trains***

18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}

18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}

18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}

18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}

18.2.34 Seating shall be free of tears, rips or graffiti. {R}

18.2.35 Doors shall be in good working order. {H}

### *18.3 Standards of Functionality*

***Stations: Interior***

18.3.1 Flight Information Display System and Passenger Information Display System, shall be clear, visible and accurate. {R}

18.3.2 Elevator button lights and switches shall be operational. {R}

18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}

18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

***Stations: Exterior***

18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.3.6 Public address systems shall be clear and audible. {R}

18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

## 18.0 – AirTrain

***Trains:***

18.3.8 Waiting times at EWR shall not exceed:

- Three (3) minutes, between the hours of 1100 and 2000
- Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
- Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK shall not exceed:

- Nine (9) minutes, between the hours of 0600 and 1430
- Nine (9) minutes, between 1430 and 0000
- Thirteen (13) minutes, between 0000 and 0600

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

### *18.4 Signs, Directions, and Information*

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Directional signing shall be visible and correct at every decision point. {R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System monitors shall be clear, visible and accurate. {R}

18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

18.4.7 Telephones and/or call boxes shall be easily identified. {R}

18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 19.0 – Assistance to Passengers with Reduced Mobility

**Definition of "Passengers with Reduced Mobility"**

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the American with Disabilities Act – An individual is "disabled" if he or she meets at least any one of the following tests:

    - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
    - He or she has a record of such an impairment
    - He or she is regarded as having such an impairment

2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers' requiring/requesting the aid of a mobility assistance representative.

**Relevant Standards and Regulations**

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

**Areas of Responsibility**

A. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.

B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

### *19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator*

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.3 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.4 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.5 Unaccompanied minors shall not be left unattended. {H}

19.2.6 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.7 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.8 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

## 19.0 – Assistance to Passengers with Reduced Mobility

### *19.3 On-Airport Assistance to Passengers with Reduced Mobility*

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

### *19.4 Provision of Wheelchairs to Passengers with Reduced Mobility*

19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}

19.4.2 Airlines shall each provide boarding wheelchairs and rams or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}

19.4.3 All wheelchairs may be subject to an inspection of:

A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;

B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;

C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;

D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;

E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;

F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,

G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.4.4 All wheelchairs shall be well maintained and in good condition. {R}

19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}

19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}

19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}

19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}

19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

### *19.5 Signs, Directions and Information*

19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 20.0 – Public Circulation and Queue Management

**The Following Defines "Circulation Areas"**

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

**The Following Defines "Queuing Area"**

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

***Areas of Responsibility***

A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.

B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.

C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.

D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.

E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.

F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

### *20.1 Standards for Managing Passenger Circulation*

20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}

20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}

20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}

20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}

20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}

20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}

20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}

20.1.9 Objects shall not interfere with the public's visual field so as to effect public orientation and understanding of designated flow paths. {R}

### *20.2 Standards for Managing Passenger Queuing Areas*

20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}

20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}

20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}

20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}

20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}

20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

### *20.3 Stanchion Appearance and Locations*

20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}

20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}

20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}

20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}

20.3.5 Stanchion belts or ropes should never be tied together. {R}

20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}

20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 21.0 – Orderly Evacuation and Resumption of Services

**Definition of "Emergency Situation"**

A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.

B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 ***Airline Assistance***

21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.

21.1.2 All airline employees shall be familiar with airport emergency procedures.

21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.

21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.

21.1.6 Airlines shall at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.

21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.

21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).

21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

### *21.2 Airport Tenant Responsibilities*

21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.

21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.

21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.

21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

## 21.0 – Orderly Evacuation and Resumption of Services

### *21.3 TSA Responsibilities*

21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.

21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.

21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)

21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

### *21.4 Terminal Operator Responsibility*

21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.

21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.

21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.

21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.

21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.

21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.

21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.

21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

### *21.5 Communication and Public Announcements*

21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

### *21.6 Directions and Assembly Locations*

21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assembly in case of an emergency.

21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.

21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.

21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.

21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.

21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

### *21.7 Departure Service Resumption Process*

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened n an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

### *21.8 Departure Service Resumption Process*

21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

### *21.9 Passengers Needing Assistance*

- Persons with Reduced Mobility are defined in Standard 19.0

21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.

21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

### *21.10 First Aid Assistance*

21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.

21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

THE PORT AUTHORITY OF NY & NJ

Andrea Roitman
Director, Procurement

October 11, 2007

**OVERNIGHT MAIL AND VIA FAX (201) 883-1212**

Ricardo Lopez, Vice President, Chief Operating Officer
Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 17601

**RE: GENERAL CLEANING AND MACHINE SWEEPING AT JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS; PROPOSAL # 13304; CONTRACT #460007000; PO #4500053946**

Dear Mr. Lopez:

The Port Authority of New York and New Jersey ("The Port Authority" or "the Authority") hereby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with Cristi Cleaning Service Corp., ("the Contractor") for the performance of the services under the above-referenced Contract.

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

1. this Letter of Acceptance.

2. the Contractor's Best and Final Offer dated July 23, 2007 and faxed transmittal dated 8/29/07.

3. the Contractor's response to the Port Authority's Request for Clarification dated July 17, 2007.

4. the following sections of the Contractor's Proposal dated June 19, 2007: Section B - Executive Summary; Section F – Proposal which includes: Attachment B, Cost Proposal Form, Attachment C, Calculation of Hourly Rates, Staffing Plan, Management Plan/Approach, Supplemental Benefits, Retirement Plan; Section F.3.A., Technical Experience; Section F.3.C - Qualification Requirements of Key Personnel; Section F. 4. A. – Staffing Management; Section F.4.E – Identity Check/Background Cleaning.

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 3981

5. the Port Authority's Request for Proposal (RFP) entitled "General Cleaning and Sweeping at John F. Kennedy International Airport Parking Lots and Associated Areas" and Addendum #1 thereto issued by the Port Authority.

This Agreement shall be in effect for a three (3) year period commencing on November 1, 2007 and terminating on October 31, 2010 subject to earlier termination or extension as provided in the Agreement. For payment, invoicing and administrative purposes, Purchase Order #4500053946 will be assigned to the Contract.

If you are in agreement with the above, please indicate such agreement by signing the duplicate originals of this Letter of Acceptance below and returning both to the attention of Kathy Leslie Whelan, 7th Floor, at the above address. A copy is enclosed for your records.

Very truly yours,

The Port Authority of New York & New Jersey

By: _____
Title: Director of Procurement Department
Date: 10/19/07

Agreed:
Cristi Cleaning Service Corp

By: _____
Title: V.P
Date: 10/15/07

07-24-07P12:06 RCVD

July 23, 2007

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

RE: GENERAL CLEANING AND MACHINE SWEEPING AT JOHN F. KENNEDY INTERNATIONAL AIRPORT – PROPOSAL #13304; REQUEST FOR BEST AND FINAL OFFER (BAFO)

Dear Ms. Whelan:

On behalf of Cristi Cleaning Service, I am pleased to inform you that after carefully revising our cost proposal, our Best and Final Offer remain the same. See Attachment B Part III in the proposal.

| | | |
|---|---|---|
| A. | Estimated Annual Contract Price First Year | $ 3,037,568.89 |
| B. | Estimated Annual Contract Price Second Year | $ 3,037,568.89 |
| C. | Estimated Annual Contract Price Third Year | $ 3,037.568.89 |
| Total Estimated Contract Price Three (3) Years | | $ 9,112,706.67 |

If we at Cristi Cleaning Service can be of any further assistance please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.

Sincerely,

Ricardo Lopez
Vice President

Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601
Tel (201) 883-1717 Fax (201) 883-1212
Email : cristi1@optonline.net

# Facsimile Transmittal

To: Kathy L. Whelan From: Alex Lucero

Fax: 212-435-3959 Date: 08/29/07

Tel: Pages:-Cover sheet incl'd 2

Re: Information Requested

☐ Urgent ☑ For Review ☑ Please Comment ☐ Please Reply ☐ Please Update

General Cleaning and Machine Sweeping
At
JFK International Airport Parking Lots and Associates Areas.

**BID #: 13304**

All Cristi Cleaning Service Employees at JFK Parking Lots will receive the following increases:

| Contract Requirement | Current Salary | 1st Year | 2nd Year | 3rd Year |
|---|---|---|---|---|
| **Cleaners** | **Cleaner** | **Cleaner** | **Cleaner** | **Cleaner** |
| $11.64 | $11.78 | $11.96 | $12.32 | $12.69 |
| **Supervisor** | **Supervisor** | **Supervisor** | **Supervisor** | **Supervisor** |
| $13.99 | $14.25 | $14.68 | $15.12 | $15.57 |
| **Sweeper Driver CDL** | **Sweeper Driver CDL** | **Sweeper Driver CDL** | **Sweeper Driver CDL** | **Sweeper Driver CDL** |
| N/A | $13.13 | $13.33 | $13.73 | $14.14 |
| **Mechanic** | **Mechanic** | **Mechanic** | **Mechanic** | **Mechanic** |
| N/A | $13.13 | $13.33 | $13.73 | $14.14 |

In terms of Benefits:

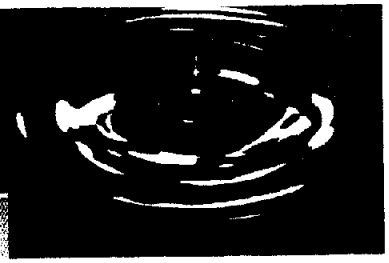
| Current Benefits | New Contract Benefits |
|---|---|
| 6 Holidays | 6 Holidays |
| 1 Week Vacation | 2 Weeks Vacation |
| 3 Sick Days | 3 Sick Days |
| | 1 Personal Day |
| | Simple IRA Manager/Supervisors |

In terms of Cost to Port Authority, The Total Estimated Contract Price will remain the same as stipulated in the Best and Final Offer dated July 23, 2007.
Total Estimated Contract Price for Three (3) Years $9,112,706.67

Ricardo Lopez
Vice-President
Cristi Cleaning Service

08/29/07
Date

CRISTI CLEANING SERVICE
77 TRINITY PLACE
HACKENSACK, NJ 07601



# Cristi

**REQUEST FOR PROPOSAL**

**GENERAL CLEANING AND MACHINE SWEEPING**

**AT**

**JFK INTERNATIONAL AIRPORT**
**PARKING LOTS AND ASSOCIATED AREAS**

**NUMBER 13304**

**CLARIFICATIONS AND CONCERNS**

**RESPONSE**

**PRESENTED TO**

## THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Cristi Cleaning

77 Trinity Place
Hackensack, NJ 07601
p: 201-883-1717
f: 201-883-1212

July 17, 2007

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

RE: PROPOSAL FOR GENERAL CLEANING AND MACHINE SWEEPING AT JOHN F KENNEDY INTERNATIONAL AIRPORT – PROPOSAL #13304; REQUEST FOR CLARIFICATIONS AND CONCERNS

Dear Ms. Whelan:

On behalf of Cristi Cleaning Service, I am pleased to respond to your letter dated July 12, 2007 concerning the above referenced proposal. We have addressed each area and all issues as listed. We hope the responses provided herein satisfy your request.

If we at Cristi Cleaning Service can be of any further assistance, please contact us at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.

Sincerely,

Ricardo Lopez
Vice President

*CRISTI CLEANING SERVICE – CLARIFICATIONS AND CONCERNS*

1. ***How did you arrive at your monthly lump sum? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including but not limited to labor hours, equipment costs, vehicles, materials, etc.***

| | |
|---|---|
| Direct Labor | $ 154,680.85 |
| Insurance and Taxes | $ 38,020.55 |
| Paper Supplies | $ 1,262.35 |
| Cleaning Supplies | $ 2,700.00 |
| Equipment / Vehicle Repairs | $ 2,450.00 |
| Gasoline | $ 10,400.00 |
| Vehicle Insurance | $ 3,985.00 |
| Uniforms | $ 2,170.00 |
| Nextel | $ 180.00 |
| Equipment / Vehicles | $ 10,148.57 |
| Winter Gear | $ 500.00 |
| Miscellaneous | $ 300.00 |
| O/P | $ 12,701.55 |
| Total | $ 239,498.87 |

All these figures are monthly.

2. ***When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?***

The supplemental benefits are already in effect under current contract due to general labor agreement with Local 348.

3. ***Submit a listing of equipment and vehicle(s) that will be used for the performance of this Contract and a vehicle/equipment maintenance plan. Will this equipment be new? Include all model numbers and catalogue cuts.***

Enclosed please find spreadsheet of List of Equipment and Catalogues.

**Maintenance Plan**

| | |
|---|---|
| Equipment Maintenance Plan: | Tennant Co. (Tennant Equipment) |
| Sweepers Maintenance Plan: | Empire Equipment (Elgin Sweepers) |
| Vehicle Maintenance: | Beyer Bros. |
| Light Maintenance and Repairs: | Mechanic on Duty |

4. ***Your proposal stated that you would pursue contracting services from qualified firms for supplies and services. No actual Plan was submitted, Clarify what firms you plan on utilizing with applicable certification, dollar amount, type of service, schedule of service, percentage against the total contract***

| | | |
|---|---|---|
| Empire Equipment | Maintenance and Repairs of Sweepers | $1,750.00 |
| Sun Rock Tires | Vehicle Tires | $ 200.00 |
| IdleWild | Communication | $ 75.00 |
| John Earl Co. | Cleaning Supplies | $2,500.00 |
| Chief Equipment | Snow Equipment | $ 795.00 |

All these figures are monthly.

- Please see attached Letters and Certifications
- Percentage against the total contract is 2.2%

5. ***How do you handle your quality control program and who will be responsible for this program?***

Our quality control program is part of the Resident Manager and Supervisors responsibilities and directly supervised by Mr. Ricardo Lopez, Vice President of Cristi Cleaning Service with frequent visits to the JFK Site.
In our Request Proposal we extensible explained Quality Control Policies, Procedures and System (Pages 32-33-34)

6. ***What uniforms are you proposing for the winter vs. summer seasons?***

Uniforms for Winter:

- Hooded Insulated Parkas
- Gloves
- Rain Coats
- Waterproof Boots
- Winter Hats (Scully)

Uniforms for Summer

- Short Sleeve Shirts
- Short Sleeve T-Shirts with Company Logo
- Hats

7. ***Please explain your plan for covering cleaner meal breaks, relief, illness, vacation and other absences***

Meal Break Relief will be covered by 2 Lunch Relief Cleaners covering the "B" and "C" Tour 7 days a week. Cristi has developed thru the years of service at JFK a pool of more than 30 employees on call that we are using for illness, vacation and other absences.

8. ***Please explain your plan for covering supervisor meal breaks, relief, illness, vacation and other absences***

Cristi has an extra supervisor approved by PA to cover for illness, vacation and other absences. Meal break relief for supervisors is not applicable.

9. ***Please provide us with your self- assessment plan with respect to the specified average wages, health and other supplemental benefits. Refer to 13, section 4 of the Information for Proposers***

**Cristi Self-Assessment Plan**

On a monthly basis, we will produce the attached sample wage and benefit statement. The statement and supporting documentation will ensure compliance with the wage and health supplemental benefits as per the contract. Should we, for any reason, be found delinquent and/or responsible for having underpaid any employee as pertains to wages, benefits, pension plans, or other employee incentive programs, we would immediately increase each affected employee's salary a pro-rated amount in order to cover the deficiency. This would be in addition to any increase(s) mandated by law and would continue until each affected employee has received the full benefits due to him or her. Our is a company with highly dedicated employees and we take great care to ensure that all pay and benefits are at or above those mandated by relevant laws and regulations.

10. ***Please expand on your Employee Motivation and Incentive Program***

Cristi will implement a program for award, bonuses and recognition for the employees. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:

- Attendance
- Punctuality
- Neatness
- Quality
- Productivity
- Safety
- Teamwork
- Training participation

Awards and bonuses for superior customer service may be presented to:

- Employee of the month
- Crew of the month
- Employee of the year

This award, bonus and recognition program allows us to reward employees who represent not only Cristi Cleaning Service, but also the Port Authority in the best possible light to the travelers and visitors who will pass through J.F.K. International Airport.

11. ***On page 14, Section 4 of the Information for Proposers, the Port Authority requested a plan to compensate employees in terms of wages and benefits and how it intends to adjust wages and benefits during the contract period. How will you accomplish this by not proposing an increase in years two and three of the contract term?***

All Cristi Employees at JFK will receive the following increases:

| Contract Requirement | Current Salary | 1st Year | 2nd Year | 3rd Year |
|---|---|---|---|---|
| **Cleaners** | **Cleaner** | **Cleaner** | **Cleaner** | **Cleaner** |
| $11.64 | $11.78 | $11.96 | $11.96 | $12.13 |
| **Supervisor** | **Supervisor** | **Supervisor** | **Supervisor** | **Supervisor** |
| $13.99 | $14.25 | $14.68 | $14.68 | $14.90 |

In term of Benefits:

| Current Benefits | New Contract |
|---|---|
| 6 Holidays | 6 Holidays |
| 1 Week Vacation | 2 Weeks Vacation |
| 3 Sick Days | 3 Sick Days |
| | 1 Personal Day |
| | Simple IRA Manager/Supervisors |

12. ***What type of communication equipment are you proposing to utilize for communications with the Port Authority Staff?***

Cristi has a Motorola Two Way Radios System:

- 10 Radios SP50
- 4 Radios SP 200
- 1 Radio SP 200 Provided to the Port Authority Contract Services

We use this system to communicate with Port Authority Manager.
Cristi Supervisors will have a Nextel Phone / Radio with numbers provided to Port Authority.

13. ***Submit a plan for extended snow coverage, where a storm may last multiple days***

Contract Service developed a Guide for staffing during snow emergencies.

| | |
|---|---|
| **Stand-By-Call:** | Icing conditions and snow amounts up to 1 inch |
| **Staffing:** | 1 Supervisor, 5 Cleaners, 1 Equipment Specialist |
| **Alert 1 Call:** | 1 to 2 inches of snow |
| **Staffing:** | 1 Supervisor, 12 Cleaners, 1 Equipment Specialist |
| **Alert 2 Call:** | 2 to 4 inches of snow |
| **Staffing:** | 2 Supervisors, 18 Cleaners, 1 Equipment Specialist |
| **Alert 3 Call:** | Over 4 inches of snow. |
| **Staffing:** | 2 Supervisors, 24 Cleaners, 1 Equipment Specialist |

Cristi has developed thru the years of service at JFK a pool of more than 30 employees on call that we are using for snow removal.

1. All Supervisors are to be fully aware of the snow plan.
2. All Supervisors will have access to call in lists.
3. All Supervisors should have the authority to immediately hold staff already at facility until snow staff arrive.
4. Call Cristi Cleaning Service employees on over time basis (if applicable), who have signed an agreement list
5. Retain workers on any present shift on over time basis (if applicable)
6. Call in all off duty supervisors. Inform main office immediately

    - All supervisors will create a list of 4 names minimum and telephone numbers (no CCS employees) to help Managers with the number of personnel for snow call at any given time.

14. ***You have included on the Calculation of Hourly Rate form for the Health Benefit an hourly rate of $1.875. Is this fee consistent with the union that is currently on site?***

Yes, the fee is consistent with the Union that is currently on site

15. ***Do you intend to maintain a stock of consumables and spare parts for your Vehicles and snow equipment at the facility? If so have you determined stock levels? If you are not planning on maintaining such stocks as discussed above how will you obtain the parts on weekend and holidays as well as after normal business hours?***

Yes, we have a stock of consumables and spare parts for our vehicles and snow equipment and we will continue with this practice. The manager of the facility has created a flexible stock levels. According to history of usage and breakdown.

**Cleaning Equipment**

- One (1) portable high temperature / high pressure gas powered power washer (3000 psi min.) **Used**
- One (1) Ghatt Model TT473 Tandem Trailer or Port Authority approved equal with 475gallon tank, 5 gpm at 2,000 psi. **Used**
- Aluminum breakdown scaffolding capable of reaching twelve (12) feet with toe boards and safety rails. OSHA approved. **Used**
- Three hundred (300) feet of high pressure discharge hose **Used**
- One (1) twenty (20) foot extension ladder, one (1) ten (10) foot folding ladder, one (1) six (6) foot folding ladder and one (1) three (3) foot folding ladder. OSHA approved **New**
- A minimum of twenty four (24) paper pickers **New**
- A minimum of six (6) street brooms, six (6) spring rakes and six (6) flat shovels **New**
- Fifteen (15) fifty five (55) gallon trash containers with wheels **New**
- Thirty two (32) ounce mope heads **New**
- Six (6) buckets. **New**
- Six (6) fifteen (15) foot telescoping poles **New**
- Six (6) squeegees for glass cleaning **New**
- Two (2) Billy Goat gas powered walk behind vacuums **Used**
- Assorted cotton rags **New**
- Ten (10) pick up pans and toys brooms **New**

**Snow Removal Equipment**

- Ten (10) two stage snow blowers **Used**
- Two (2) walk behind Gravely or Port Authority approved equal self-propelled pusher plows **New**
- Twelve (12) rubber tire rotary spreaders with deflector shields-100 pound capacity **New**
- Fifteen (15) ice choppers **New**
- Fifteen (15) snow shovels **New**
- Grass Cutting Equipment **Used**
- One (1) 36" self propelled mulching lawnmower **Used**
- Two (2) Red Max String Trimmers Model BC-2600 or Port Authority approved equal **New**
- Two 92) gas powered leaf blowers **New**

**Vehicles**

- Four (4) six (6) person pick up trucks with a rotating beacon and power lift tailgate (1500 pound capacity) with towing capabilities appropriate for the equipment described herein. **3 New / 1 Used**
- One (1) fifteen (15) passenger van **Used**
- One(1)Elgin Air Cub Vacuum Sweeper **Used**
- One(1) Tennant 550 or Port Authority **Used**
- One(1) seven (7) passenger minivan **Used**
- Four (4) Tennant Model 810 Sweepers **2 New/ 2 Used**
- One (1) four (4) wheel drive pick up truck with power lift tailgate (1500 pound capacity) and removable snow plow **New**
- One(1) Series F Elgin Eagle Rear Broom machine Sweeper **Used**

**Extra Equipment / Vehicle Available (Owned by Cristi)**

- One (1) Elgin Air Cub Vacuum Sweeper
- One (1) Series F Elgin Eagle rear broom machine sweeper
- One (1) Six (6) person pick up truck

# EMPIRE MUNICIPAL EQUIPMENT, LLC
## PO BOX 312 * WHITE PLAINS, NY 10601
## (914) 232-5066


July 13, 2007

Cristi Cleaning Service
204 Patterson Plank Road
Union City, NJ 07087

George,

Please be advised that Empire Municipal Equipment, LLC is a full service authorized dealership representing sales, parts and service support for Elgin Sweeper Company in New York City, Westchester County and Putnam County. We also represent other manufacturers in the refuse and environmental products industries in the same geographic area and including Rockland County, Orange County, Ulster County, Sullivan County and Dutchess County.

Empire Municipal Equipment is a small business concern as defined in accordance with Article 11 of the New York State Finance Law in that we:

- Employ 100 or fewer persons
- Is resident in New York State
- Is independently owned and operated
- Is not dominant in its field

Please feel free to call with any questions.

Regards,

Jerome A. Cope
Sales Manager

JON S. CORZINE
*Governor*

Virginia Bauer
*Chief Executive Officer/Secretary*

# APPROVED

*by the*
NEW JERSEY COMMERCE & ECONOMIC GROWTH COMMISSION
OFFICE OF DEVELOPMENT FOR SMALL BUSINESS
AND WOMEN AND MINORITY BUSINESSES
*under the*
Small Business Set-Aside Act

This certificate acknowledges **JOHN A EARL INC** as a **Category 2 & 5** approved Small Business Enterprise that has met the criteria established by N.J.A.C.12A:10, N.J.A.C.12A:10A (N.J.A.C.17:13).

This approval will remain in effect for one year. This office must be notified within 20 days of any material changes in the business that affect ownership and control. **Failure to do so may result in an immediate revocation of this approval.**

Nina E. Moseley

*Nina E. Moseley*
*Director*

**Certification Number:** 35117-25

**Issued:** June 9, 2007

**Expiration:** June 8, 2008

For Example Only

# Cristi Cleaning Service Corp
# JFK International Airport - Parking Lots
# Wage and Benefit Statement
# June 1st 2007 to June 30th 2007

| | Regular Workers | Supervisors | Managers |
|---|---|---|---|
| ***Wages*** | | | |
| Straight-Time Wages | $0.00 | $0.00 | $0.00 |
| ***Supplemental Benefits*** | | | |
| Sick,Vacation and Holiday | 0.00 | 0.00 | 0.00 |
| Health/Welfare | 0.00 | 0.00 | 0.00 |
| Union Dues | | 0.00 | 0.00 |
| Wages & Supplemental Benefits Combined | $0.00 | $0.00 | $0.00 |
| Hours | 0.00 | 0.00 | 0.00 |
| Calculated Average Hourly Wages & Supplemental Benefits | 0.00 | 0.00 | 0.00 |
| Contract Requirements | 11.96 | 14.68 | |
| Differential | ($11.96) | ($14.68) | |
| Amount due | $0.00 | $0.00 | |

# PROJECT WORK YEAR 2007

| | 1ST WK | 2ND WK | 3RD WK | 4TH WK | 5TH WK | 6TH WK | 7TH WK | 8TH WK | 9TH WK | 10TH WK | 11TH WK | 12TH WK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 36X GREEN LOT | 4/2/2007 | 4/10/2007 | 4/17/2007 | 4/23/2007 | 5/1/2007 | 5/7/2007 | 5/14/2007 | 5/21/2007 | 5/29/2007 | 5/14/2007 | 6/11/2007 | 6/18/2007 |
| 36X BLUE LOT | 5-Apr | 4/11/2007 | 4/16/2007 | 4/24/2007 | 4/30/2007 | 5/8/2007 | 5/15/2007 | 5/22/2007 | 5/28/2007 | 5/15/2007 | 6/12/2007 | 6/19/2007 |
| 36X YELLOW LOT | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED |
| 36X ORANGE LOT | 4/3/2007 | 4/9/2007 | 4/18/2007 | 4/26/2007 | 5/3/2007 | 5/10/2007 | 5/17/2007 | 5/25/2007 | 6/1/2007 | 5/17/2007 | 6/14/2007 | 6/21/2007 |
| 36X RED LOT | 4/6/2007 | 4/12/2007 | 4/19/2007 | 4/26/2007 | 5/2/2007 | 5/11/2007 | 5/18/2007 | 5/24/2007 | 5/31/2007 | 5/18/2007 | 6/15/2007 | 6/22/2007 |
| 36X LONG TERM LOT | 4/3/2007 | 4/9/2007 | 4/20/2007 | 4/27/2007 | 5/4/2007 | 5/11/2007 | 5/18/2007 | 5/21/2007 | 6/1/2007 | 5/18/2007 | 614- | 6/21/2007 |
| 36X CENTRAL TAXI HOLD LOT | 4/4/2007 | 4/13/2007 | 4/20/2007 | 4/27/2007 | 5/4/2007 | 5/9/2007 | 5/16/2007 | 5/23/2007 | 5/30/2007 | 5/16/2007 | 6/13/2007 | 6/20/2007 |
| 36X LOT 7 | 4/6/2007 | 4/13/2007 | 4/18/2007 | 4/26/2007 | 5/3/2007 | 5/10/2007 | 5/18/2007 | 5/23/2007 | 5/30/2007 | 5/18/2007 | 6/13/2007 | 6/20/2007 |

| | 13TH WK | 14TH WK | 15TH WK | 16TH WK | 17TH WK | 18TH WK | 19TH WK | 20TH WK | 21ST WK | 22ND WK | 23RD WK | 24RD WK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 36X GREEN LOT | 6/25/2007 | 7/2/2007 | 7/9/2007 | | | | | | | | | |
| 36X BLUE LOT | 6/26/2007 | 7/3/2007 | 7/10/2007 | | | | | | | | | |
| 36X YELLOW LOT | CLOSED | CLOSED | CLOSED | | | | | | | | | |
| 36X ORANGE LOT | 6/29/2007 | 7/6/2007 | 7/13/2007 | | | | | | | | | |
| 36X RED LOT | 29-Jun | 7/6/2007 | 7/13/2007 | | | | | | | | | |
| 36X LONG TERM LOT | 6/28/2007 | 7/5/2007 | 7/12/2007 | | | | | | | | | |
| 36X CENTRAL TAXI HOLD LOT | 6/27/2007 | 7/4/2007 | 7/11/2007 | | | | | | | | | |
| 36X LOT 7 | 6/28/2007 | 7/6/2007 | 7/11/2007 | | | | | | | | | |

| | 25TH WK | 26TH WK | 27TH WK | 28TH WK | 29TH WK | 30TH WK | 31ST WK | 32ND WK | 33RD WK | 34TH WK | 35TH WK | 36TH WK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 36X GREEN LOT | | | | | | | | | | | | |
| 36X BLUE LOT | | | | | | | | | | | | |
| 36X YELLOW LOT | | | | | | | | | | | | |
| 36X ORANGE LOT | | | | | | | | | | | | |
| 36X RED LOT | | | | | | | | | | | | |
| 36X LONG TERM LOT | | | | | | | | | | | | |
| 36X CENTRAL TAXI HOLD LOT | | | | | | | | | | | | |
| 36X LOT 7 | | | | | | | | | | | | |

## GRASS & WEED CUTTING

## ( MARCH 15TH TO NOVEMBER 15TH )

| | 1ST WK | 2ND WK | 3RD WK | 4RD WK | 5TH WK | 6TH WK | 7TH WK | 8TH WK | 9TH WK | 10TH WK | 11TH WK | 12TH WK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 32X LOT 7 | 4/18/2007 | 4/23/2007 | 4/30/2007 | 5/7/2007 | 5/15/2007 | 5/21/2007 | 5/29/2007 | 6/5/2007 | 6/11/2007 | 6/19/2007 | 6/25/2007 | 7/2/2007 |
| 32X LOT 8 | 4/18/2007 | 4/23/2007 | 5/1/2007 | 5/7/2007 | 5/15/2007 | 5/21/2007 | 5/29/2007 | 6/5/2007 | 6/11/2007 | 6/19/2007 | 6/25/2007 | 7/2/2007 |
| 32X LOT 8A | 4/18/2007 | 4/23/2007 | 5/1/2007 | 5/7/2007 | 5/15/2007 | 5/21/2007 | 5/29/2007 | 6/5/2007 | 6/11/2007 | 6/21/2007 | 6/25/2007 | 7/2/2007 |
| 32X LOT 9 LONG TERM | 4/19/2007 | 4/25/2007 | 5/2/2007 | 5/8/2007 | 5/14/2007 | 5/22/2007 | 5/30/2007 | 6/6/2007 | 6/12/2007 | 6/18/2007 | 6/26/2007 | 7/3/2007 |
| 32X LOT 9A | 4/17/2007 | 4/25/2007 | 5/1/2007 | 5/8/2007 | 5/16/2007 | 5/22/2007 | 5/30/2007 | 6/6/2007 | 6/12/2007 | 6/21/2007 | 6/29/2007 | 7/6/2007 |
| 32X CENTRAL TAXI HOLD | 4/17/2007 | 4/26/2007 | 5/3/2007 | 5/9/2007 | 5/17/2007 | 5/25/2007 | 5/30/2007 | 6/6/2007 | 6/15/2007 | 6/22/2007 | 6/29/2007 | 7/5/2007 |
| 32X BLUE LOT | 4/16/2007 | 4/26/2007 | 5/3/2007 | 5/10/2007 | 5/16/2007 | 5/24/2007 | 5/31/2007 | 6/4/2007 | 6/14/2007 | 6/22/2007 | 6/26/2007 | 7/5/2007 |
| 32X YELLOW LOT | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED |
| 32X ORANGE LOT | 4/16/2007 | 4/30/2007 | 5/3/2007 | 5/11/2007 | 5/18/2007 | 5/23/2007 | 6/1/2007 | 6/4/2007 | 6/13/2007 | 6/20/2007 | 6/27/2007 | 7/6/2007 |
| 32X HOWARD BEACH SUBWAY | 4/20/2007 | 4/30/2007 | 5/2/2007 | 5/9/2007 | 5/14/2007 | 5/25/2007 | 6/1/2007 | 6/7/2007 | 6/13/2007 | 6/18/2007 | 6/26/2007 | 7/6/2007 |

| | 13TH WK | 14TH WK | 15TH WK | 16TH WK | 17TH WK | 18TH WK | 19TH WK | 20TH WK | 21ST WK | 22ND WK | 23RD WK | 24RD WK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 32X LOT7 | 7/11/2007 | | | | | | | | | | | |
| 32X LOT 8 | 7/11/2007 | | | | | | | | | | | |
| 32X LOT 8A | 7/11/2007 | | | | | | | | | | | |
| 32X LOT 9 LONG TERM | 7/10/2007 | | | | | | | | | | | |
| 32X LOT 9A | 7/10/2007 | | | | | | | | | | | |
| 32X CENTRAL TAXI HOLD | 7/12/2007 | | | | | | | | | | | |
| 32X BLUE LOT | 7/13/2007 | | | | | | | | | | | |
| 32X YELLOW LOT | CLOSED | | | | | | | | | | | |
| 32X ORANGE LOT | 7/13/2007 | | | | | | | | | | | |
| 32X HOWARD BEACH SUBWAY | 7/10/2007 | | | | | | | | | | | |

| | 25TH WK | 26TH WK | 27TH WK | 28TH WK | 29TH WK | 30TH WK | 31ST WK | 32ND WK | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 32X LOT 7 | | | | | | | | | | | | |
| 32X LOT8 | | | | | | | | | | | | |
| 32X LOT 8A | | | | | | | | | | | | |
| 32X LOT 9 LONG TERM | | | | | | | | | | | | |
| 32X LOT 9A | | | | | | | | | | | | |
| 32X CENTRAL TAXI HOLD | | | | | | | | | | | | |
| 32X BLUE LOT | | | | | | | | | | | | |
| 32X YELLOW LOT | | | | | | | | | | | | |
| 32X ORANGE LOT | | | | | | | | | | | | |
| 32X HOWARD BEACH SUBWAY | | | | | | | | | | | | |

## STAINLESS STEEL CLEANING

**( MARCH TO NOVEMBER )**

| | 1ST WK | 2ND WK | 3RD WK | 4TH WK | 5TH WK | 6TH WK | 7TH WK | 8TH WK |
|---|---|---|---|---|---|---|---|---|
| RED LOT | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | |
| GREEN LOT | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | |
| BLUE LOT | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | |
| YELLOW LOT | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | CLOSED | | |
| ORANGE LOT | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | |
| TAXI DISPATCH BOOTS | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | |
| CENTRAL TAXI HOLD | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | |

| | 9TH WK | 10TH WK | 11TH WK | 12TH WK | 13TH WK | 14TH WK | 15TH WK | 16TH WK |
|---|---|---|---|---|---|---|---|---|
| RED LOT | | | | | | | | |
| GREEN LOT | | | | | | | | |
| BLUE LOT | | | | | | | | |
| YELLOW LOT | | | | | | | | |
| ORANGE LOT | | | | | | | | |
| TAXI DISPATCH BOOTH | | | | | | | | |
| CENTRAL TAXI HOLD | | | | | | | | |

## DEGREASING TOLL LANES

( MARCH TO NOVEMBER )

| | 1ST WK | 2ND WK | 3RD WK | 4TH WK | 5TH WK | 6TH WK |
|---|---|---|---|---|---|---|
| EMPLY LOT ENT & EXT | [illegible] | [illegible] | [illegible] | | | |
| BLUE LOT TOLL LANES | [illegible] | [illegible] | [illegible] | | | |
| YELLOW LOT TOLL LANES | CLOSED | CLOSED | CLOSED | | | |
| ORANGE LOT TOLL LANES | [illegible] | [illegible] | [illegible] | | | |
| RED LOT TOLL LANES | [illegible] | [illegible] | [illegible] | | | |
| GREEN LOT TOLL LANES | [illegible] | [illegible] | [illegible] | | | |
| LONG TERM TOLL LANES | [illegible] | [illegible] | [illegible] | | | |
| LOT 7 TOLL LANES | [illegible] | [illegible] | [illegible] | | | |
| TAXI HOLD BOOTH LANES | [illegible] | [illegible] | [illegible] | | | |
| TAXI HOLD ALL LANES | [illegible] | [illegible] | | | | |

## POWER WASHING

**( MARCH TO NOVEMBER )**

| | 1ST WK | 2ND WK | 3RD | 4TH WK | 5TH WK | 6TH WK | 7TH WK | 8TH WK | 9TH WK | 10TH WK | 11TH WK | 12TH WK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| BLUE LOT ALL CRT S/F | [illegible] | [illegible] | [illegible] | | | | | | | | | |
| BL LOT ELEVATOR PADS 1-5 | [illegible] | [illegible] | [illegible] | [illegible] | | | | | | | | |
| BLUE LOT GARAGE CRT S/F | [illegible] | [illegible] | [illegible] | [illegible] | | | | | | | | |
| BL LOT EPX EMACY STAIRS | [illegible] | | | | | | | | | | | |
| YELLOW LOT CRT S/F | CLOSED | CLOSED | CLOSED | | | | | | | | | |
| ORANGE & GRACE LOT CRT S/F | [illegible] | [illegible] | [illegible] | | | | | | | | | |
| GREEN LOT & GARAGE CRT | [illegible] | [illegible] | [illegible] | | | | | | | | | |
| RED LOT CRT S/F | [illegible] | [illegible] | [illegible] | | | | | | | | | |
| LONG TERM LOT 9 CRT S/F | [illegible] | [illegible] | [illegible] | | | | | | | | | |
| LOTS 8, 8A & 9A CRT S/F | [illegible] | | | | | | | | | | | |
| ( 30 PUBLIC BUS STOP LC ) | [illegible] | [illegible] | | | | | | | | | | |
| TAXI HOLD LOT CRT S/F | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | | | | | | |
| T.H. OPTIONS MAIN'S ROOM | [illegible] | | | | | | | | | | | |
| T.H LVTORIES MEN & LADIES | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | | | | | | | |

## POWER WASHING BETWEEN 12:00AM AND 5:00AM

( MARCH TO NOVEMBER )

| | 1ST WK | 2ND WK | 3RD WK | 4TH WK | 5TH WK | 6ST WK | 7TH WK | 8TH WK | 9TH WK |
|---|---|---|---|---|---|---|---|---|---|
| GREEN LOT CANOPIES UNDERSIDE | [illegible] | | | | | | | | |
| BLUE LOT CANOPIES UNDERSIDE | [illegible] | | | | | | | | |
| YELLOW LOT CANOPIES UNDERSIDE | CLOSED | | | | | | | | |
| ORANGE LOT CANOPIES UNDERSIDE | [illegible] | | | | | | | | |
| RED LOT CANOPIES UNDERSIDE | [illegible] | | | | | | | | |
| LONGTERM LOT 9 CANOPIES UNDERSIDE | [illegible] | | | | | | | | |
| BUS STOPS IN LOTS 8, 8A & 9A CONCRETE | [illegible] | | | | | | | | |
| BUS STOPS IN LOT 9 CONCRETE | [illegible] | [illegible] | | | | | | | |
| H. BEACH SUBWAY STATION CONCRETE | XXXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX | XXXXXXX |

PROJECT WORK COMPLETION

# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

## Routine Cleaning

### Policing

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Air Train Station | | | |
| CNG Station | | | |
| Bus Hold Area | | | |
| Bldg 83 | | | |
| Bldg 84 | | | |
| Bldg 86 | | | |
| Bldg 87 N | | | |
| Bldg 87 C | | | |
| Bldg 87 S | | | |
| Employee Lot 8 | | | |
| Bow Tie 1 | | | |
| Bow Tie 2 | | | |
| Parking Lots 7 & 7A | | | |
| Long Term Lot #9 | | | |
| Orange Lot and Upper Level | | | |
| Green Lot and Garage | | | |
| Red Lot and Garage | | | |
| Blue Lot and Garage | | | |
| Yellow Lot and Garage | | | |
| Limo Hold Area | | | |
| Taxi Hold Area | | | |

# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

## Machine Sweeping

### Afternoon Machine Sweeping

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Air Train Station | | | |
| Limo Hold Area | | | |
| Taxi Hold Area | | | |
| CNG Station | | | |
| Bus Hold Area | | | |
| Bldg 83 | | | |
| Bldg 84 | | | |
| Bldg 86 | | | |
| Bldg 87 N | | | |
| Bldg 87 C | | | |
| Bldg 87 S | | | |
| Employee Lot 8 | | | |

# QualityControl
# Inspection Sheet

Supervisor's Name: _____ Time: _____ Date: _____

## Machine Sweeping

### Night Machine Sweeping

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Orange Lot and Upper Level | | | |
| Green Lot and Garage | | | |
| Red Lot and Garage | | | |
| Blue Lot and Garage | | | |
| Yellow Lot and Garage | | | |
| Long Term Lot #9 | | | |

### Night Garage Sweeping (Tennant Sweeper)

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Green Garage | | | |
| Blue Garage | | | |
| Red Garage | | | |
| Yellow Garage | | | |

# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

**Night Litter Patrol**

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Air Train Station | | | |
| Limo Hold Area | | | |
| CNG Station | | | |
| Bus Hold Area | | | |
| Bldg 83 | | | |
| Bldg 84 | | | |
| Bldg 86 | | | |
| Bldg 87 N | | | |
| Bldg 87 C | | | |
| Bldg 87 S | | | |
| Blue Lot and Garage | | | |
| Yellow Lot and Garage | | | |
| Green Lot and Garage | | | |
| Red Lot and Garage | | | |
| Employee Lot 8 | | | |
| Long Term Lot #9 | | | |
| Orange Lot and Upper Level | | | |

# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

## Through Cleaning of Garage and Toll Plaza Access

### Garage Emergency Stairwells

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Blue Lot | | | |
| Orange Lot | | | |
| Green Lot | | | |
| Red Lot | | | |
| Yellow Lot | | | |

### Toll Plaza and Taxi Dispatch Lavatories

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Yellow Lot | | | |
| Orange Lot | | | |
| Red Lot | | | |
| Green Lot | | | |
| Blue Lot | | | |
| Taxi Hold Dispatchers Bldg. | | | |
| Long Term Lot | | | |

# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

## Through Cleaning of Garage and Toll Plaza Access
### Guard Booths and Toll Booths

| Areas | Pass | Fail | Comments |
|---|---|---|---|
| Orange Lot | | | |
| Guard Booths | | | |
| Tower Guard Booths | | | |
| Yellow Lot | | | |
| Red Lot | | | |
| Green Lot | | | |
| Blue Lot | | | |
| Taxi Hold | | | |
| Lot 7 | | | |
| Lot 7A | | | |
| Taxi Booths | | | |
| Lot 9 | | | |

# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

## Periodic Work

### Bus Shelters

| Areas | Operation | Pass | Fail | Comments |
|---|---|---|---|---|
| Outside Lots | Wash and Rinse | | | |
| Red Lot Shelters | Wash and Rinse | | | |
| Green Lot / Garage Shelters | Wash and Rinse | | | |
| Bus Shelters Lot 8 | Wash and Rinse | | | |
| Bus Shelters Lot 9 | Wash and Rinse | | | |

### Exterior Lavatory Walls

| Areas | Operation | Pass | Fail | Comments |
|---|---|---|---|---|
| Orange Lot | Wash, Rinse, Polish | | | |
| Yellow Lot | Wash, Rinse, Polish | | | |
| Red Lot | Wash, Rinse, Polish | | | |
| Green Lot | Wash, Rinse, Polish | | | |
| Blue Lot (incl. substation) | Wash, Rinse, Polish | | | |
| All Toll Booths in Parking Lots | Wash, Rinse, Polish | | | |
| Central Taxi Hold Booth | Wash, Rinse, Polish | | | |
| CTA Taxi Dispatch Booth | Wash, Rinse, Polish | | | |
| Long Term Lot # 9 | Wash, Rinse, Polish | | | |

# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

## Periodic Work
### Power Washing

| Areas | Operation | Pass | Fail | Comments |
|---|---|---|---|---|
| Blue Lot, all toll booth islands and sidewalks | High Temp Pressure Wash | | | |
| Blue Parking Garage, all concrete surfaces and helix sidewalk | High Temp Pressure Wash | | | |
| Elevator waiting pads | High Temp Pressure Wash | | | |
| Emergency Stairs | High Temp Pressure Wash | | | |
| Yellow Parking Lot, all toll booths islands, sidewalks, staircases wheelchair and helix ramps | High Temp Pressure Wash | | | |
| Green Parking Lot, all toll booths islands, sidewalks, staircases wheelchair and helix ramps | High Temp Pressure Wash | | | |
| Orange Parking Lot, all toll booths islands, sidewalks, staircases wheelchair and helix ramps | High Temp Pressure Wash | | | |
| Red Parking Lot, all toll boths islands and sidewalks | High Temp Pressure Wash | | | |

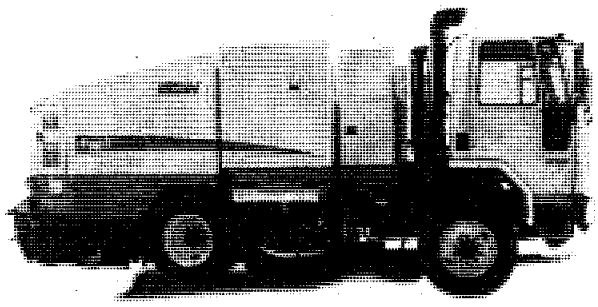
# Quality Control
# Inspection Sheet

Supervisor's Name: _____ Time:_____ Date:_____

## Periodic Work
### Power Washing

| Areas | Operation | Pass | Fail | Comments |
|---|---|---|---|---|
| Central Taxi Hold Lot all concrete surfaces | High Temp Pressure Wash | | | |
| Central Taxi Hold Lot Lavatories, concrete surfaces | High Temp Pressure Wash | | | |
| Central Taxi Hold Lot Service Bldg. Exteriors | High Temp Pressure Wash | | | |
| Employee Lot 8: all exit and entrance islands and bus pads | High Temp Pressure Wash | | | |
| Employee Lot 9: all exit and entrance islands and bus pads | High Temp Pressure Wash | | | |
| All Toll Plaza Canopies | High Temp Pressure Wash | | | |
| Lot 9 and Train Station, waiting area and bus stop | High Temp Pressure Wash | | | |
| Central Taxi Hold Mens Room Dispatchers Bldg. interior | High Temp Pressure Wash | | | |
| Bus Stop Pads 31 locations | High Temp Pressure Wash | | | |
| Blue, Green, Red, Orange and Yellow lots, lots 7, 9 and Taxi Hold | Hose and Rinse | | | |

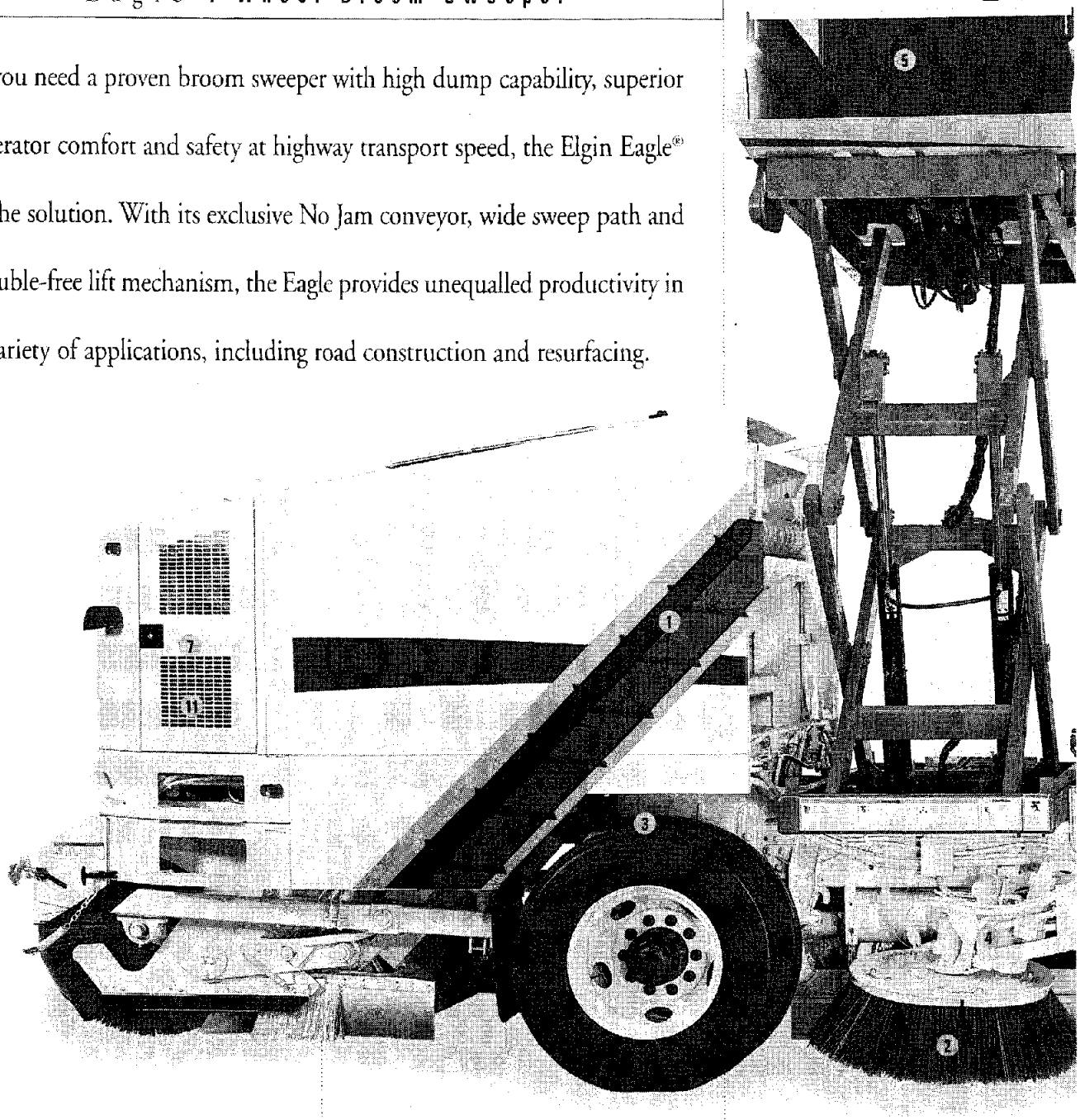
ELGIN



ELGIN Eagle

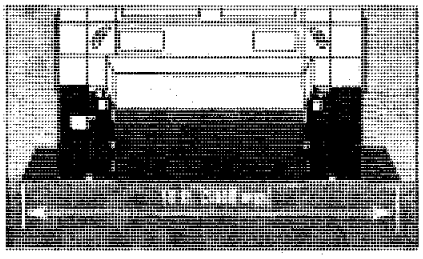
## Eagle 4 Wheel Broom Sweeper

If you need a proven broom sweeper with high dump capability, superior operator comfort and safety at highway transport speed, the Elgin Eagle® is the solution. With its exclusive No Jam conveyor, wide sweep path and trouble-free lift mechanism, the Eagle provides unequalled productivity in a variety of applications, including road construction and resurfacing.




**1 No Jam Debris Conveyor**
Features molded-in full-width cleats that move large debris without jamming. High-strength belt material provides long wear and maximum uptime. Controlled from cab, including reverse. Built-in washdown for quick, easy cleanup.

**2 Wide Sweeping Path**
Hydraulically-driven main and side brooms create wide 10 ft. (3048 mm) sweeping path for maximum productivity.



**3 Patented Air Bag Suspension**
Provides fully sprung rear axle for transpo comfort, plus solid axle for superior sweep ing and stable dumping operations.

**4 Fully-Sprung Side Brooms**
Exclusive trailing arm design and four-wa spring mounted movement (side-to-side, up-and-down) minimize broom damage while maximizing surface contact and efficiency. Large 42 in. (1067 mm) broom provide maximum digging power.

**Variable High Dump Hopper**
Unloads at any point from chassis level to 10 ft. (3048 mm). Hopper lifts on trouble-free, twin hydraulic cylinder, dual stage mechanism. Center position keeps weight between dual tires during dumping operations and maintains proper weight distribution as sweeper loads. Load is clearly visible through Lexan window.

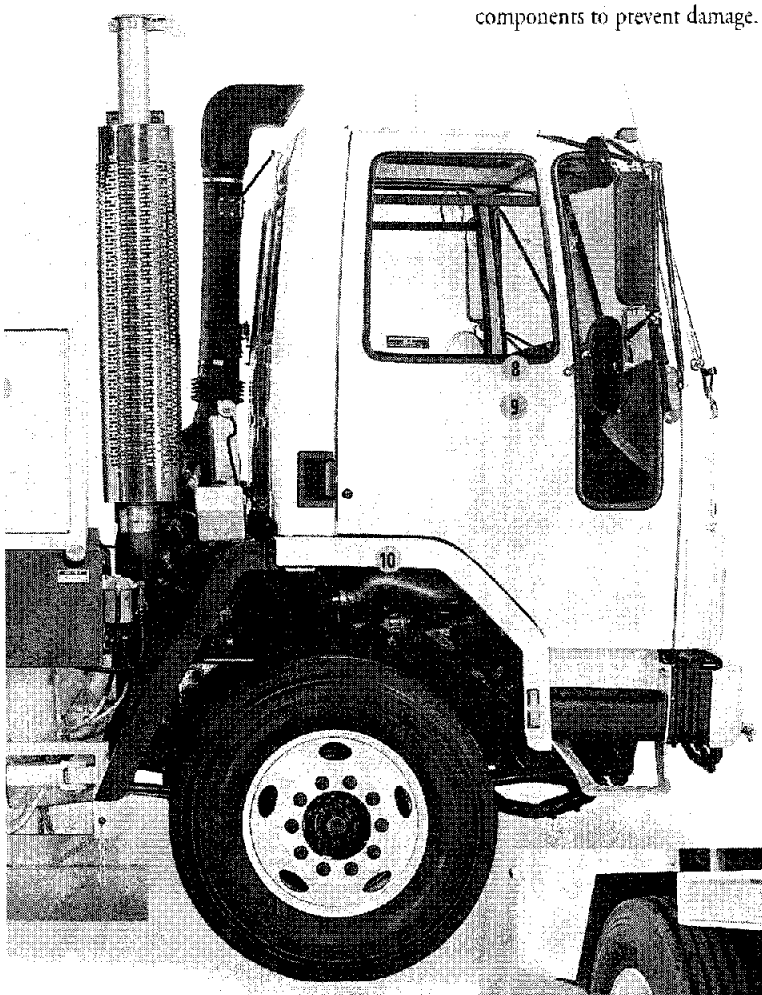
**8 Easy In-Cab Operation**
Center-mounted console provides access to all sweeper controls from either driving position. Includes hopper, conveyor, rear suspension, adjustable water and broom controls, plus full load indicator. Broom speed, conveyor speed and digging pressure are adjustable independently of truck RPM. Reverse gear automatically raises sweeping components to prevent damage.

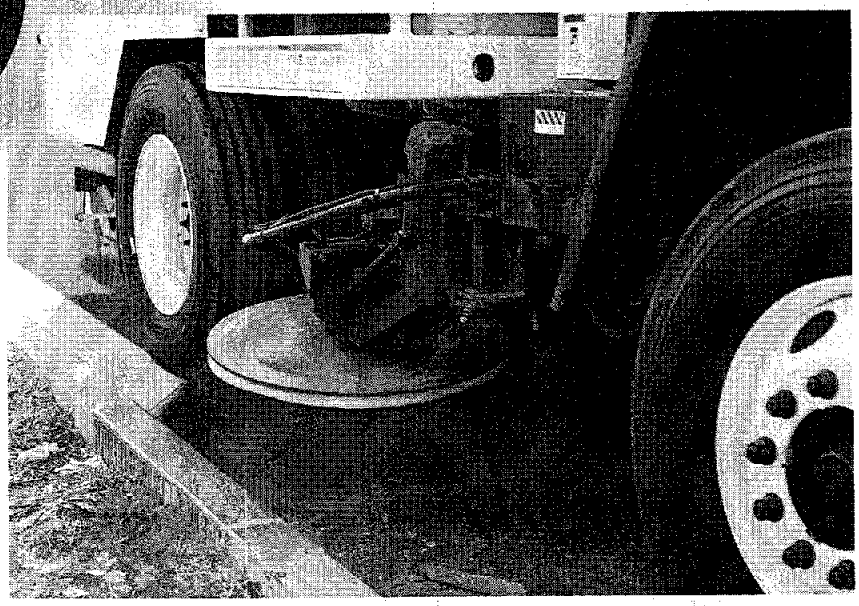
**9 Minimal Noise Levels**
Cab, chassis and sweeping system designed for low in-cab and drive-by noise levels, providing maximum operator comfort and safety.

**10 Proven Cab-Over Chassis**
High visibility commercial-grade cab dualized with genuine OEM parts. Fully sprung chassis minimizes rough road conditions and maximizes operator comfort and control. Complies with FMVSS standards.

**11 Helpful Maintenance Features**
Four access doors (with locks) open wide for easy access to all sweep system components and auxiliary engine. Built-in steps and steel service platform provide stable work surfaces.

**Corrosion-Resistant Water System**
Minimizes dust generation by spraying directly at the source. Large 280 gallon (1060 L) capacity maximizes sweeping time. System includes long-life run-dry pump, polyethylene tanks, brass fittings and nozzles, and anti-syphon fill.



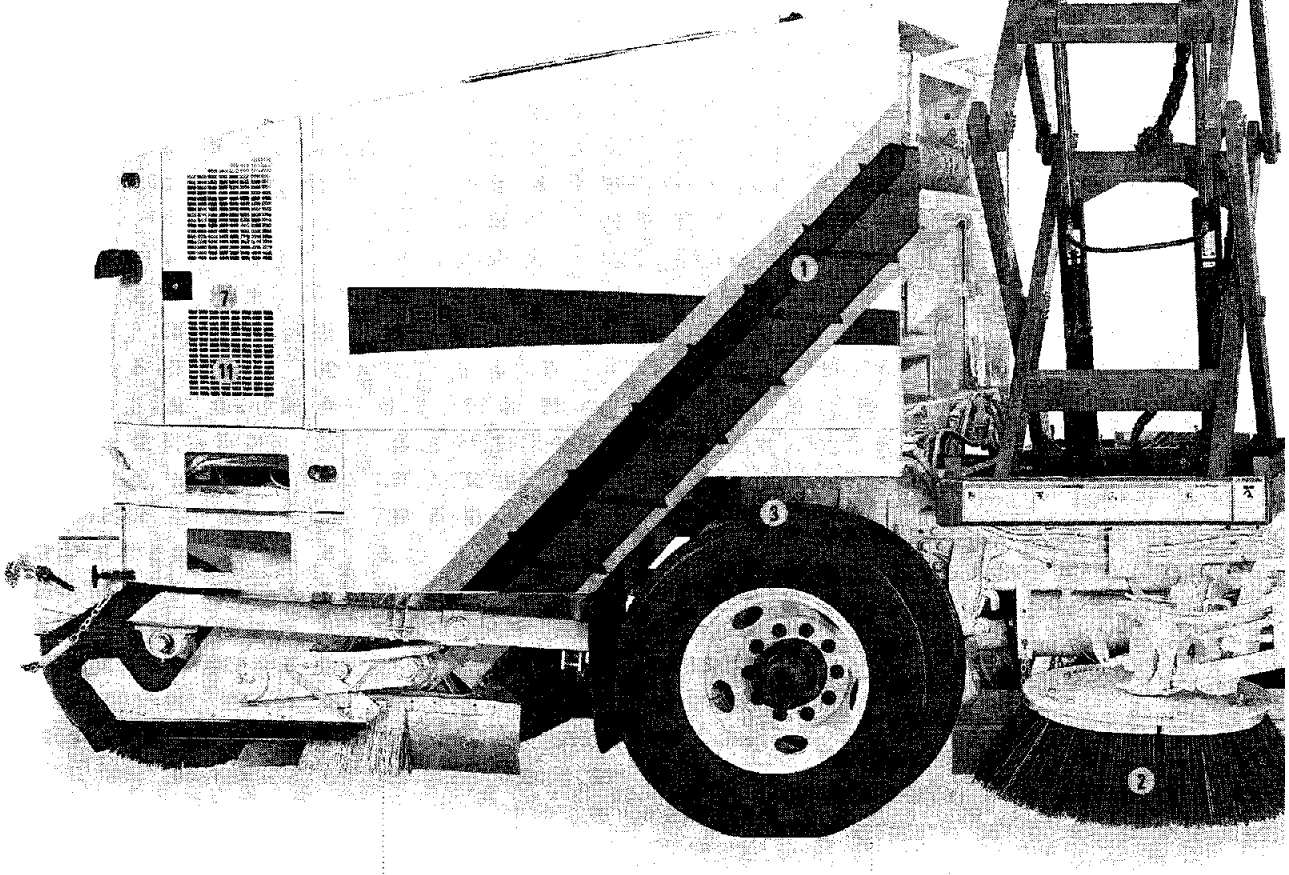
**High Capacity Tool Box**
Lockable 23 in. W x 30 in. H x 74 in. D (584 mm W x 762 mm H x 1880 mm D) box safely carries and stores your tools, including shovels and rakes.

**Dual Diesel Engine Design**
Powerful yet economical performance. Dedicated sweep system engine produces superior digging at required ground speed. Truck engine RPM or ground speed do not affect broom or conveyor speed.

ELGIN Eagle

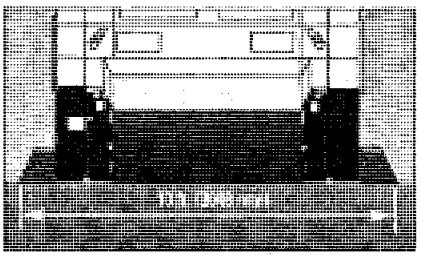
## Eagle 4 Wheel Broom Sweeper

If you need a proven broom sweeper with high dump capability, superior operator comfort and safety at highway transport speed, the Elgin Eagle® is the solution. With its exclusive No Jam conveyor, wide sweep path and trouble-free lift mechanism, the Eagle provides unequalled productivity in a variety of applications, including road construction and resurfacing.




**1 No Jam Debris Conveyor**
Features molded-in full-width cleats that move large debris without jamming. High-strength belt material provides long wear and maximum uptime. Controlled from cab, including reverse. Built-in washdown for quick, easy cleanup.

**2 Wide Sweeping Path**
Hydraulically-driven main and side brooms create wide 10 ft. (3048 mm) sweeping path for maximum productivity.



**3 Patented Air Bag Suspension**
Provides fully sprung rear axle for transp comfort, plus solid axle for superior swe ing and stable dumping operations.

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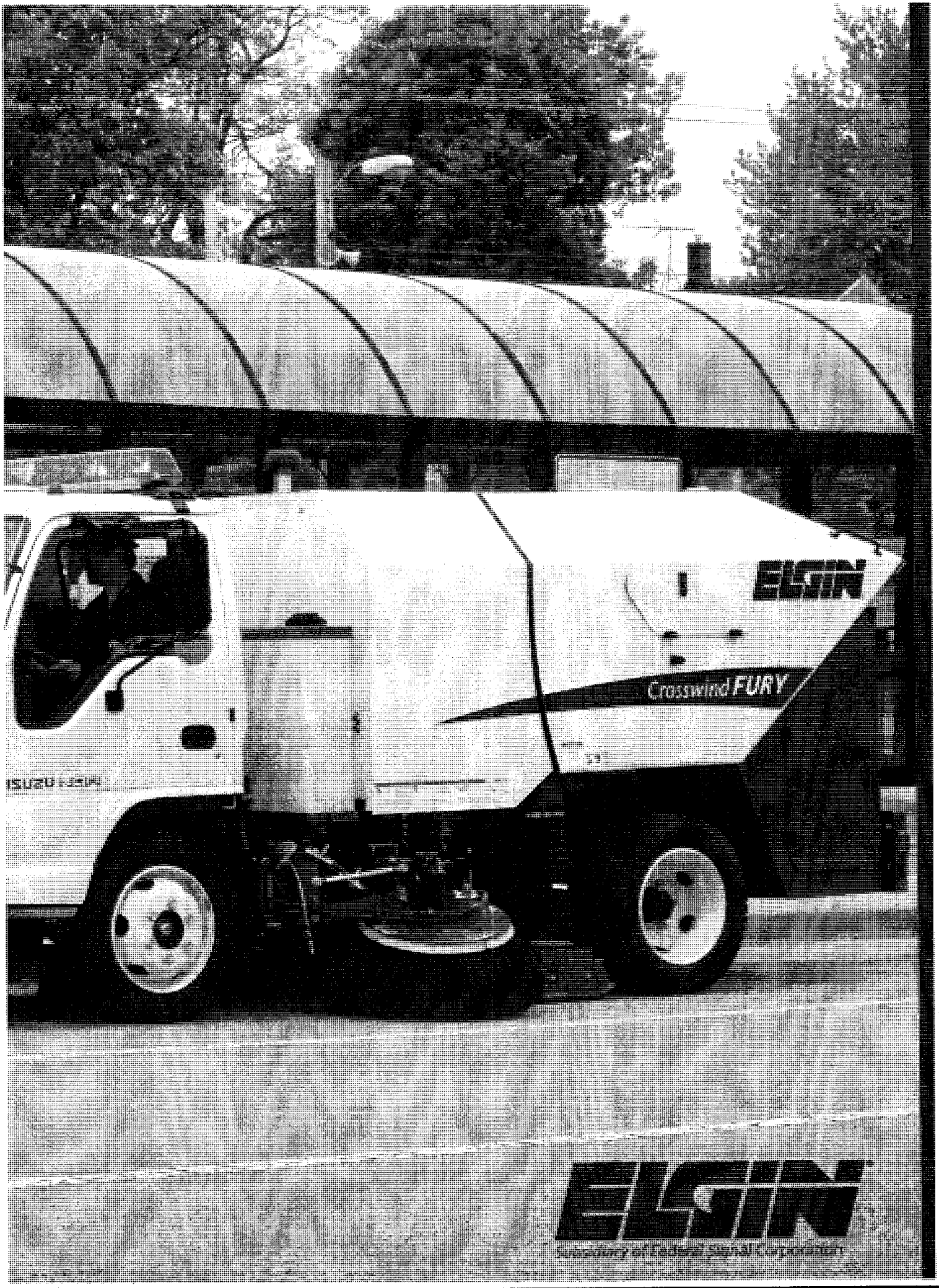
Exclusive trailing arm design and four-w spring mounted movement (side-to-side up-and-down) minimize broom damage while maximizing surface contact and efficiency. Large 42 in. (1067 mm) broo provide maximum digging power.


ELGIN
CrosswindFURY
ISUZU
ELGIN
A subsidiary of Federal Signal Corporation

# A CLOSER LOOK:

## Powerful, Compact Cleaning System

The powerful cleaning system is comprised of four key components:

- Highly efficient air conveyance system
- High-productivity sweep system
- Superior water system for dust suppression
- Efficient debris containment and dump system

## 1 Efficient Air Conveyance System

***Blower:*** At the heart of the Air Conveyance system is a 10 vane, 30 in (762 mm) diameter, closed-face turbine fan constructed from abrasion-resistant steel and driven by a powerful auxiliary engine. The efficient, closed-face design reduces fuel consumption yet provides strong airflow for outstanding pick-up capability. The blower is driven by a low maintenance, 3 "V" groove power belt with an automatic belt tensioner on the blower drive belt for easy maintenance and maximum performance. A built-in, vacuum-enhancer system allows the operator to control the amount of blast air entering or exiting the pick-up head, enabling the Crosswind Fury to easily adapt to different sweeping applications.

Two remote grease fittings allow quick and easy greasing of the fan bearings. And an inspection door is built into the blower housing for simplified examination and preventative maintenance. The blower housing, built of 10-gauge (3.4 mm) steel, is not integral to the hopper and can be easily replaced if necessary. A wear-resistant rubber lining extends fan housing life.

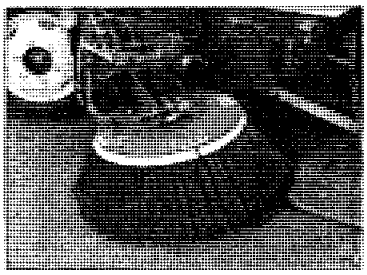
***Auxiliary Engine***: The 60 hp John Deere® 4 cylinder, turbocharged diesel engine powers the sweep system. The engine is equipped with auto-shutdown in the event of low oil pressure or high coolant temperature. The operator is notified via an indicator light.

***Engine Enclosure:*** With superior insulation and convenient gull wing doors, the engine enclosure reduces in-cab and drive-by noise levels while protecting the engine. When opened, all components for maintenance checks and daily service are freely accessed. Most service items such as the fuel pump, oil dipstick, radiator and electrical components can be checked from the ground level without raising the hopper.

## 2 Productive Sweep System

The powerful sweep system consists of a 36 in (914 mm) diameter side broom (dual brooms optional) and an 80 in (2,032 mm) wide regenerative air pick-up head.

***Side Broom(s):*** The 36 in (914 mm), free-floating trailing arm side broom(s) are hydraulically driven and built with fewer parts and greaseless pivot pins for easy maintenance and service. Steel plate disc construction and the free-floating design help prevent damage if the broom hits an obstruction while sweeping. In addition, it protects segments from excessive curb contact, which increases broom life. The full sideways oscillation and in-cab controlled down pressure closely follows surface contours for a clean sweep. Brooms can sweep fully extended or in front of the pick-up head for additional scrubbing action in tough, compact material. Side broom down pressure and optional tilt are controlled from in the cab to quickly adjust to the sweeping conditions.



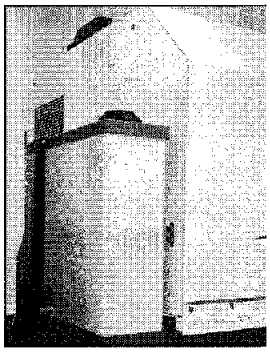
***Pick-Up Head:*** The 80 in (2,032 mm), regenerative air, steel pick-up head is spring-balanced, has heavy-duty, replaceable rubber curtains and is hydraulically controlled from in-cab for long life and reliable performance. Sweeping is possible in forward or reverse if the application requires it. The 10 in (254 mm) diameter, sturdy, steel-wire reinforced rubber suction hose accepts bulky debris and features quick-disconnect for inspection and maintenance. Hoses can be easily rotated for extended life.

The brooms and pick-up head combine to produce a wide sweeping path:

- Pick-up head only – 80 in (2,032 mm)
- Pick-up head and one side broom – 105 in (2,667 mm)
- Pick-up head and two side brooms – 130 in (3,302 mm)

## 3 Superior Water System for Dust Suppression

The water system effectively suppresses dust during sweeping. Featuring a 105 gal (397 L), removable polyethylene tank, with an optional 92 additional gal (348 L) for extended sweeping time, the Crosswind Fury stops less often to refill the tanks. Water can be conveniently filled from either side of the sweeper, and the opaque color tanks make it easy to view water levels. The tank frame extends across the width of the chassis for optimal front axle loading and weight distribution.



Three spray nozzles are located at each side broom, one spray nozzle in the hopper inlet and two removable water-spray nozzles are on the lower portion of the suction hose, reducing dust and providing airflow system lubrication. All water lines are color-coded green, and fittings are Prestomatic Push-To-Lok for simplified maintenance.

## Efficient Debris Containment and Dumping System

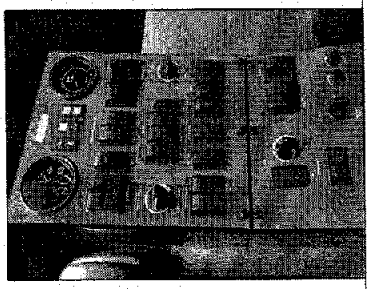
***Hopper:*** The Crosswind Fury's 4.4 $y^3$ (volumetric) hopper (3.36 $m^3$), constructed of 10-gauge (3.4 mm) steel, features a free airflow design that enhances pick-up through the tube and airflow through the screens, resulting in a decreased likelihood of clogging. An abrasion-resistant steel inlet deflector directs debris flow to the center of the hopper, ensuring even, efficient material loading for maximum capacity. Hopper screens are easily accessible from the top of the hopper for cleaning. The hydraulic hopper dump door with open/close selection provides a watertight seal. In addition, it allows the operator to throw in larger objects, bags or trash without having to manually open the door.

***Dust Separator:*** The hopper includes a top clean-out door that provides unparalleled access and cleaning capabilities of the hopper screen and dust separator. The built-in centrifugal dust separator positioned at the air-return outlet of the hopper features a self-opening, abrasion-resistant steel door, which allows the debris to be easily discharged during dumping.

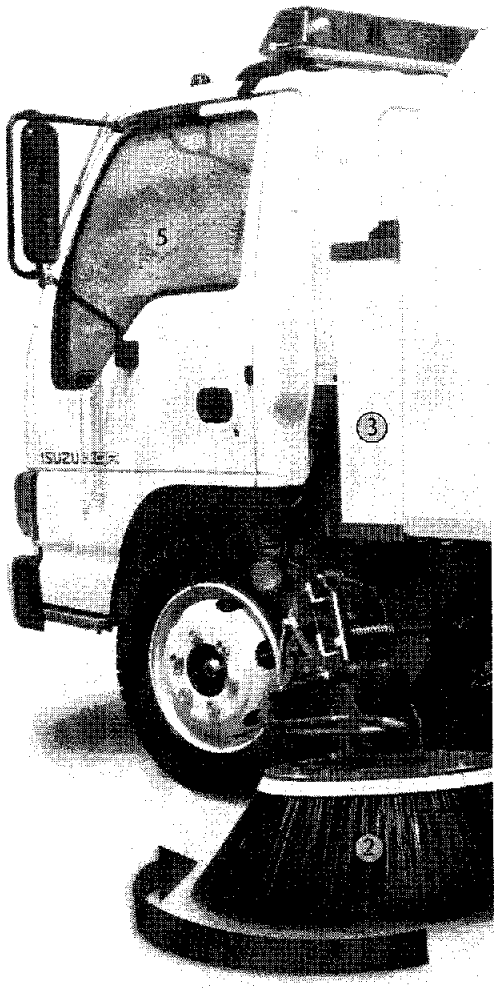
***Dumping:*** Lifted by two hydraulic cylinders controlled from in-cab, the hopper easily dumps debris into containers as high as 72 in (1,829 mm). With a 93-degree dump angle, material slides effortlessly into the dumpster. Outside cab dump controls are also available. An optional hopper vibrator and drain further enhance the dumping process. Also available is an optional electric/hydraulic system that operates the dump cycle of the hopper without the use of the auxiliary engine.

## Operator-Friendly Control System

The Crosswind Fury is built on an Isuzu® cab-over chassis rated at 17,950 lb GVW, for superior visibility and a high level of operator comfort and safety. Controls for all sweep, water and lighting functions are on a centrally mounted console with simple rocker switches. The console has been ergonomically designed for high visibility, ease of use and intuitive placement of commonly used control switches. This simplifies training, reduces fatigue and increases operator efficiency.



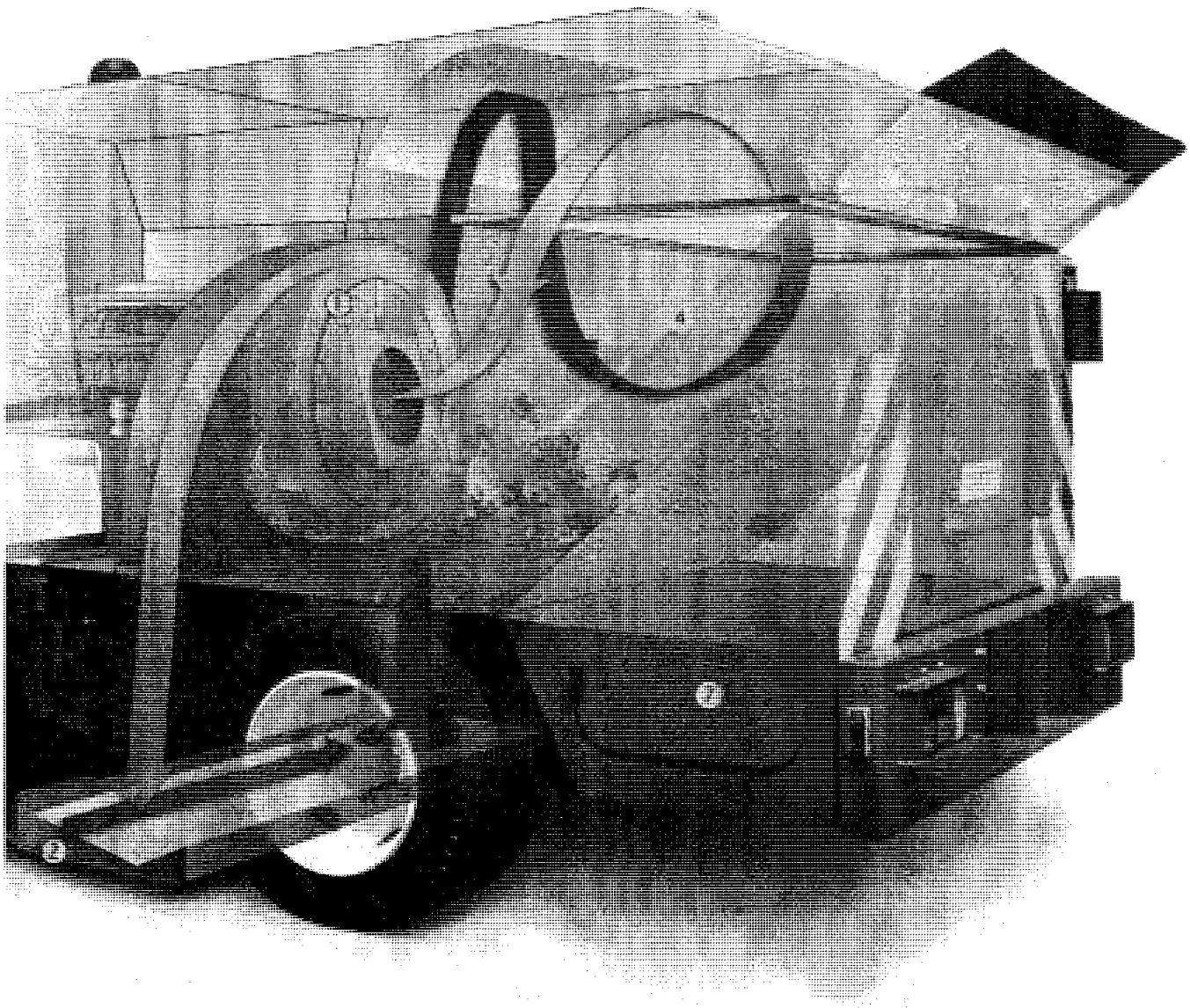
A complete set of gauges, including auxiliary engine coolant temperature, oil pressure, charging voltage, hour meter and engine speed, provide visual feedback of machine performance at all times.




THE ELGIN

## 6 Easy Access Maintenance

Wiring harnesses are color-coded and hot-stamped with function for easy maintenance and troubleshooting. All connectors are weatherproof to prevent shorts caused by moisture. Greasing of the fan bearings can be accomplished without raising the hopper.

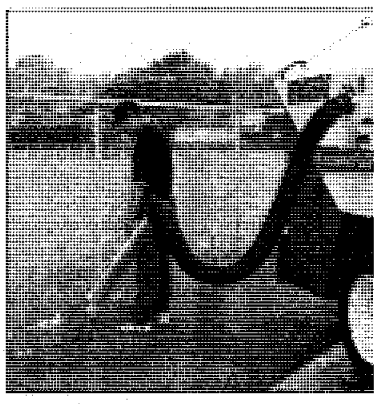


## SSWIND FURY. COMPACT, POWERFUL PERFORMANCE.

### 7 Large Toolboxes

The Crosswind Fury's two large rear toolboxes provide enough storage capacity for backpack blowers, a full-size spare tire, tools and other items needed on the job. An inter-connecting steel tube allows the pass-through of handles of brooms, rakes or similar equipment. Toolboxes are protected by a full-width, heavy-duty steel bumper.

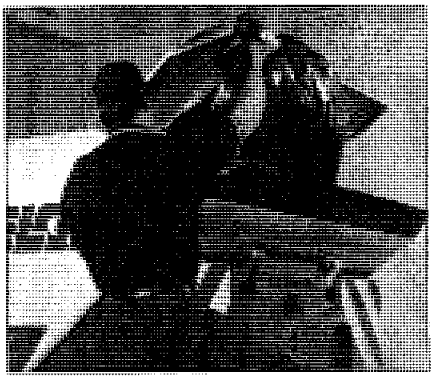
### Options



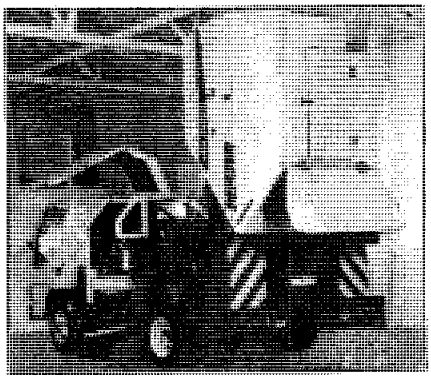
***Litter Hose:*** A litter hose for picking up material outside the sweep path is available. Adding versatility and improved operator productivity, the hose is constructed of heavy-duty plastic and easily fits into the rear storage compartment.

***PM10 Water System Option:*** Highly efficient dust control system passes California's fugitive dust control standards (Rule 1186, PM10). Includes a 40 psi @ 7 gpm self-priming pump.

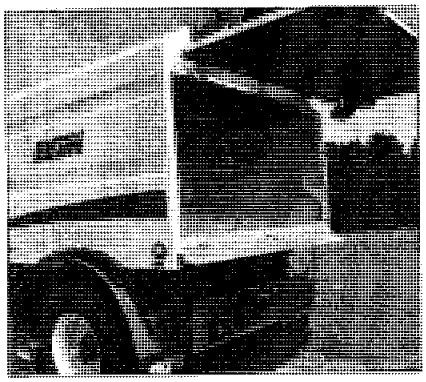
*e Crosswind Fury difference, talk with your Elgin dealer or visit www.elginsweeper.com.*



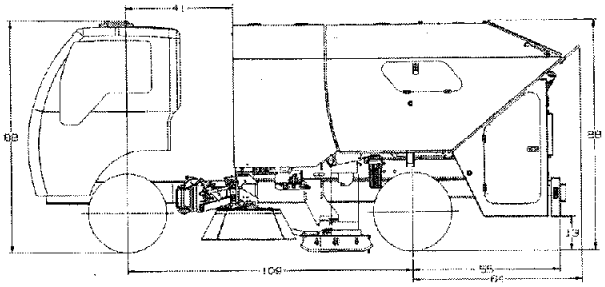
**Hydraulic Door Latch**
The hydraulic hopper dump door has a watertight seal and open/close selections, allowing the operator to throw in larger objects, bags or trash without having to manually open.



**Maintenance Access**
Access to all engine and sweep system components is easy with Crosswind Fury's gull wing doors and 90-degree tilting hopper. For added maintenance convenience, the blower housing is independent of the hopper.



**LifeLiner® Hopper System**
Introducing the LifeLiner® hopper system, a specially designed hopper liner and finish system that greatly improves the life, durability, and functionality of a sweeper hopper.



## Basic Specifications

- Chassis: Isuzu® cab-over chassis rated at 17,950 lb GVW
- Wheelbase: 109 in (2,769 mm)
- Overall Length: 215 in (5,461 mm)
- Auxiliary Engine: 60 hp John Deere® 4024TF270, 4-cylinder, turbocharged diesel
- Blower: 10 vane, 30 in (762 mm) diameter, closed-face turbine fan
- Dust Suppression: 105 gal (397 L) removable polyethylene tank
- Trailing Arm Side Broom(s): 36 in (914 mm) diameter
- Hopper (volumetric): 4.4 $yd^3$ (3.36 $m^3$)
- Sweep Path:
  Pick-up head only – 80 in (2,032 mm)
  Pick-up head and 1 side broom – 105 in (2,667 mm)
  Pick-up head and 2 side brooms – 130 in (3,302 mm)

## Additional Options (partial list)

- Additional 92-Gallon Water Tank
- Low Hydraulic Oil Shutdown
- Front Spray Bar
- Hopper Drain
- Hopper Vibrator
- Auxiliary Hydraulic Pump
- LifeLiner® Hopper
- Full Light Bar
- Rotating Beacon
- Toolbox Light
- Litter Hose
- Extended Warranty
- Consult Factory for Additional Options
- Lifeliner®

## Value-Added Services

Elgin's commitment to the customer continues long after the sale.

- On-Time Delivery
- Factory-Trained, Worldwide Dealer Network
- Genuine Performance-Matched Parts
- Elgin Training Center

Your local Elgin Dealer is:

Empire Municipal Equipment, LLC
P.O. Box 312
White Plains, NY 10601
347-672-3000

## Warranty

Elgin Sweeper Company backs the Crosswind Fury sweeper with a one-year, limited warranty. The Crosswind Fury is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty details.

1300 West Bartlett Road • Elgin, Illinois 60120-7529
Phone: 847-741-5370 • Fax: 847-742-3035
E-mail: sales@elginsweeper.com • www.elginsweeper.com

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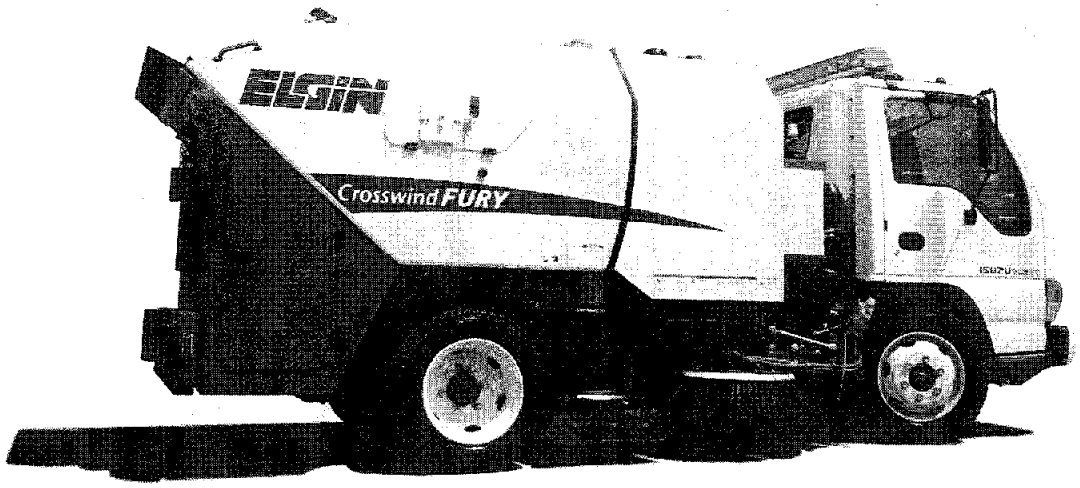
Some items shown may be options. Specifications subject to change without notice. P/N 6705357-A
Effective 10/06

ELGIN®
Subsidiary of Federal Signal Corporation



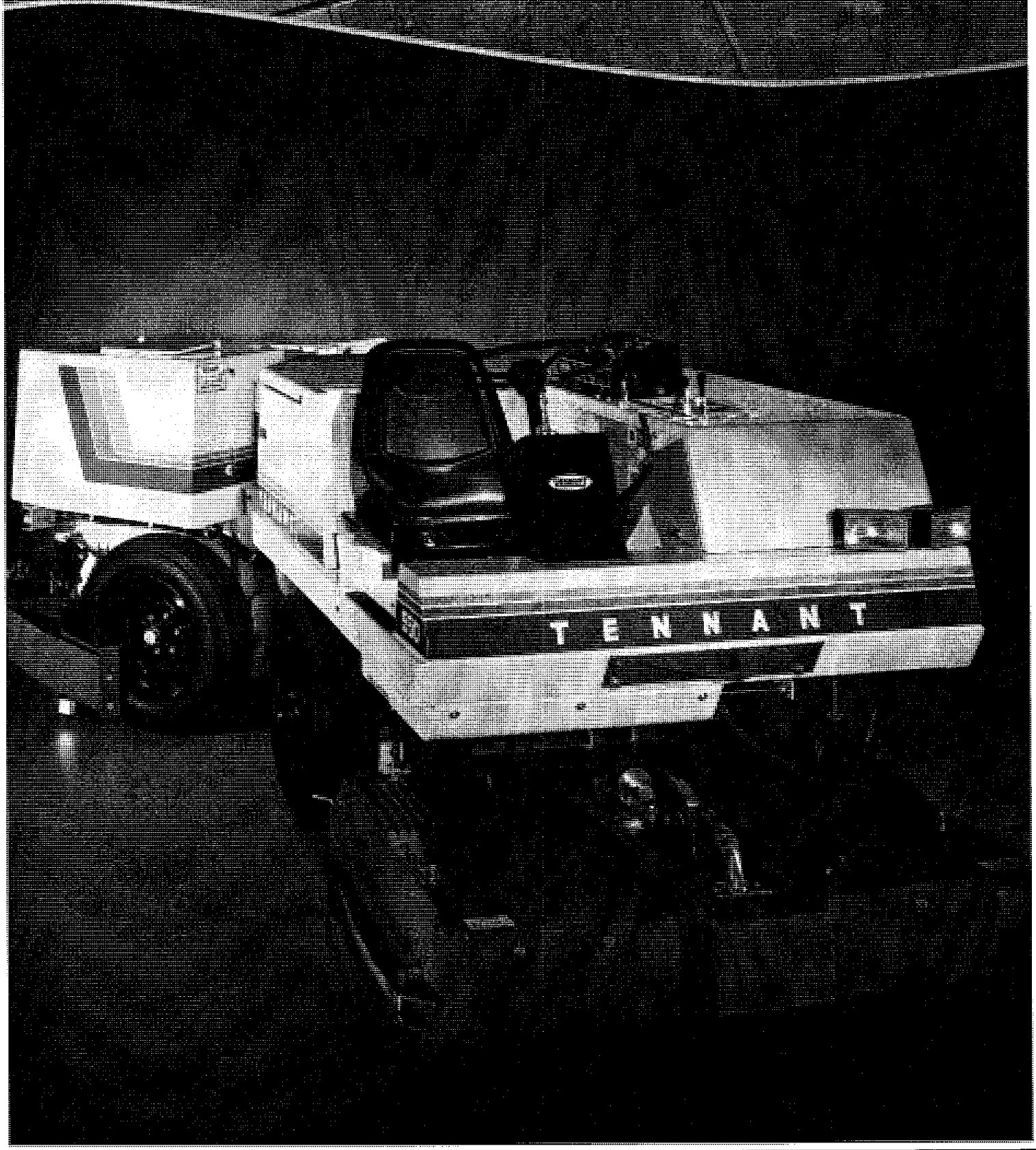

# The Crosswind Fury.
# Same great performance in a new, compact size.

Setting a new standard for municipalities that want powerful cleaning but may not need a full-size sweeper, the Elgin Crosswind Fury unites the technology of regenerative air with a compact body. Powerful enough to sweep a wide range of streets, maneuverable enough to reach into alleys and navigate narrow roads.

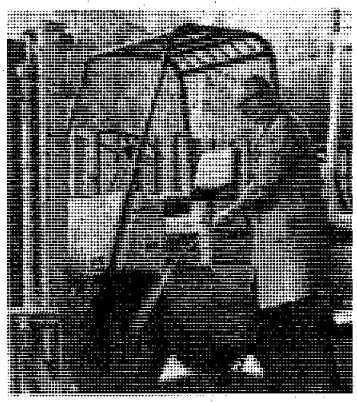
From the comfortable cab with operator-friendly controls to the compact, powerful cleaning system, the Crosswind Fury has been created to the exacting quality standards that have made Elgin the world's leading sweeper manufacturer. Customized with your choice of options, the Crosswind Fury is designed to easily fit your needs. And with a worldwide, factory-trained dealer network, you can be assured of complete satisfaction long after delivery.

# 5510/5520

## Power Scrubbers



# Built Tough for Your Toughest Jobs



**The high pressure spray option goe to work wherever you need it — blasting away grease, oil and dirt.**

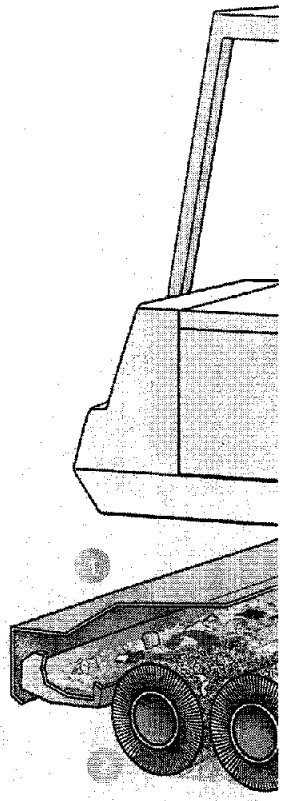
The Model 550 Industrial Scrubber is built extra-tough to tackle your industrial-sized jobs. But that's just the beginning. The 550 both scrubs *and* sweeps — and it's extremely maneuverable.

Its patented dual high-speed brushes scrub off dirt, stains and spills at the rate of 81,000 sq. ft. per hour, while picking up paper, glass and other debris at the same time. The 550 also features a large 140 gal. solution tank and with our optional SRS (Solution Recycling System), covers six times the area of standard scrubbers before needing to be refilled.

The Model 550 also features articulated power steering which offers easy operator control, enhanced productivity, and dynamic maneuverability.

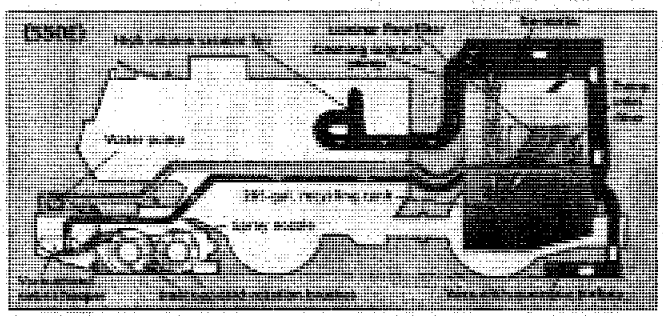
## A Huge Tank for the Biggest Jobs — Including Airports

The Model 1550 SRS offers all the features of the 550, except it is equipped with an enormous 510 gal. solution tank. This tank along with the Solution Recycling System allows up to 10 hours of scrubbing time before refilling is needed. The 1550 also efficiently picks up de-icing fluid so it's ideal for airport use.

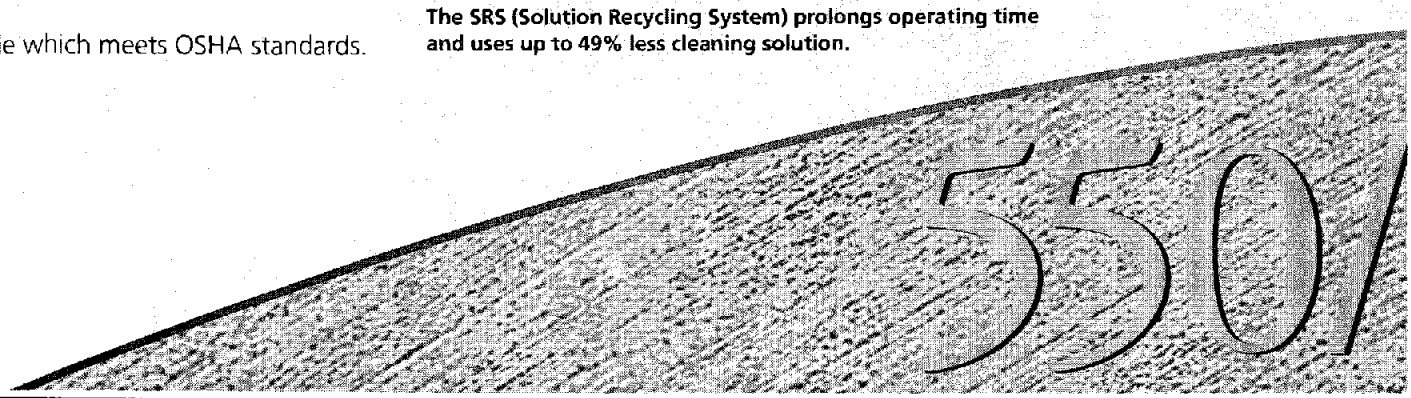


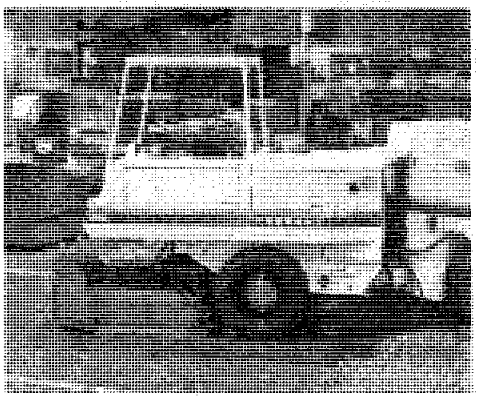
## Productivity-Enhancing Options

An optional squeegee wand attachment hooks up easily and simplifies picking up remote spills. An overhead guard is also available which meets OSHA standards.

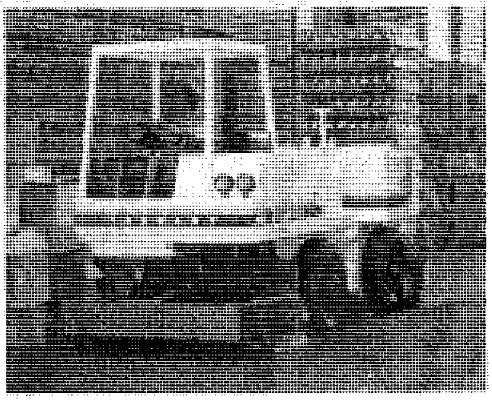


**The SRS (Solution Recycling System) prolongs operating time and uses up to 49% less cleaning solution.**

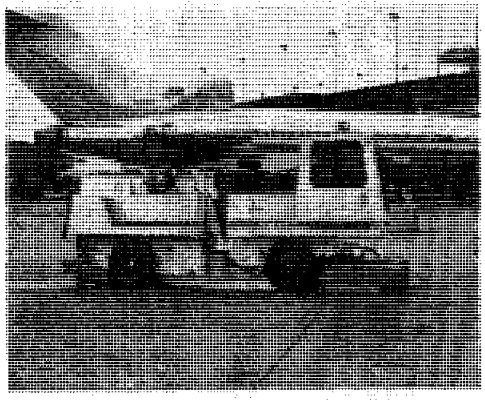




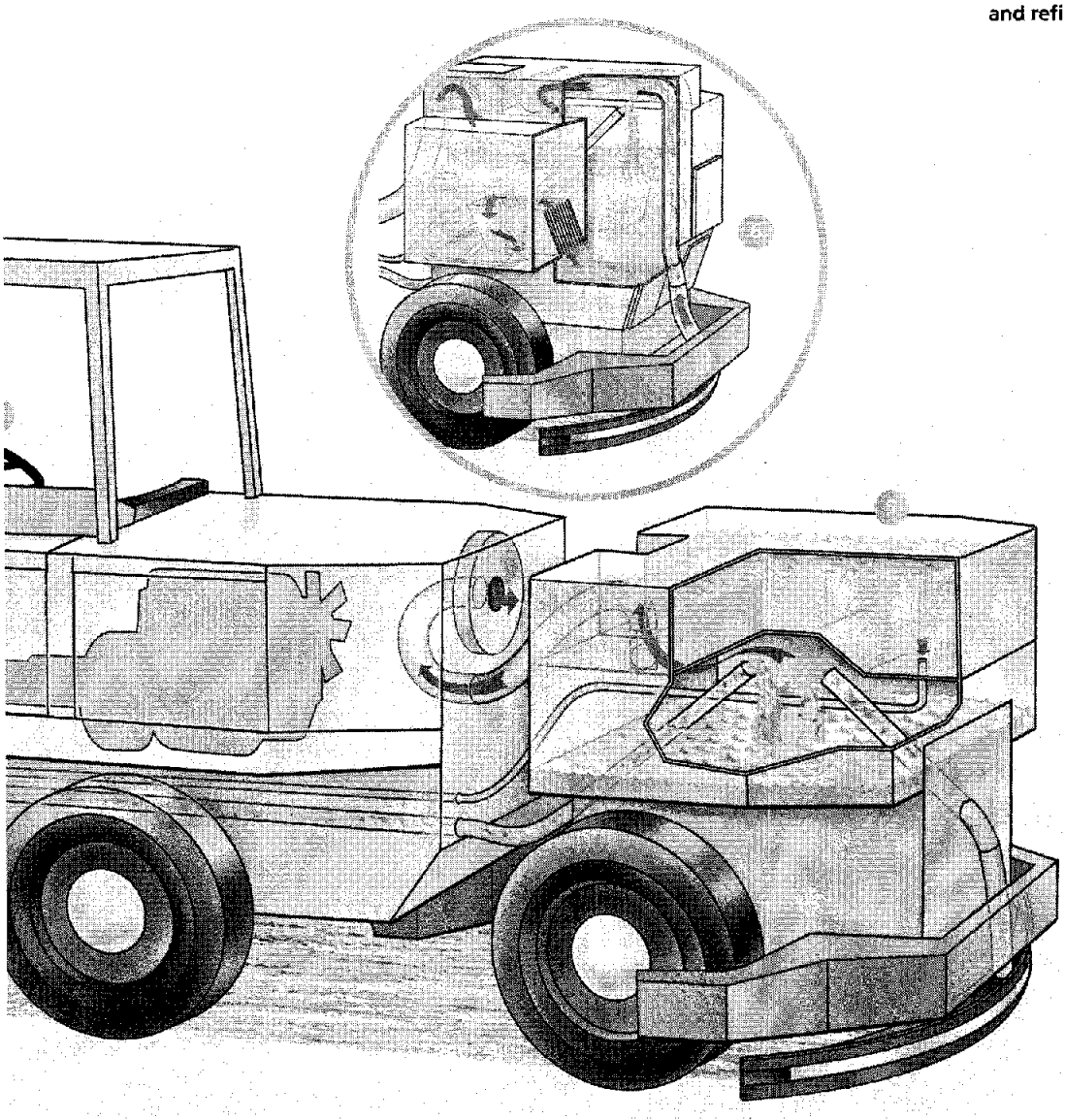
Articulated power steering makes it easy to maneuver, even around sharp corners.



Driver's view is unobstructed and controls are easy to reach.



The 1550 efficiently picks up de-icing fluid from runways and covers 12 times the area of standard scrubbers without the need to empty and refill the solution tanks.



## Model 550 and 1550 SRS

1. The heavy-duty stainless steel debris hopper empties easily and keeps foreign objects out of squeegees and vacuum hoses.

2. Dual high speed brushes are made with patented design which features opposed rotation for extra scrubbing action.

3. Dependable hydraulics propel each unit and power its functions. (Electric moto provide drives for battery model.)

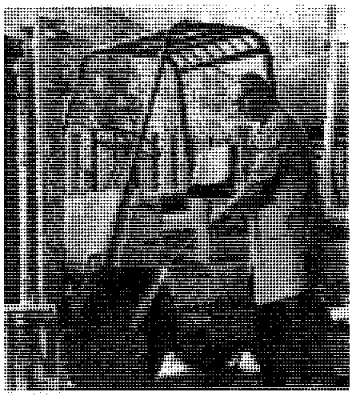
4. Articulated power steering provides easy operator control and eliminates conventional steering maintenance par

5. Model 550 features a 140 gal. solution tank/120 gal. recovery tank, constructe of rugged 11-gauge stainless steel.

6. Model 1550 SRS features a huge 510 gal. solution tank, greatly reducing the number of needed refills.

# 550 Power Sweepers

# Built Tough for Your Toughest Jobs



The high pressure spray option goe to work wherever you need it — blasting away grease, oil and dirt.

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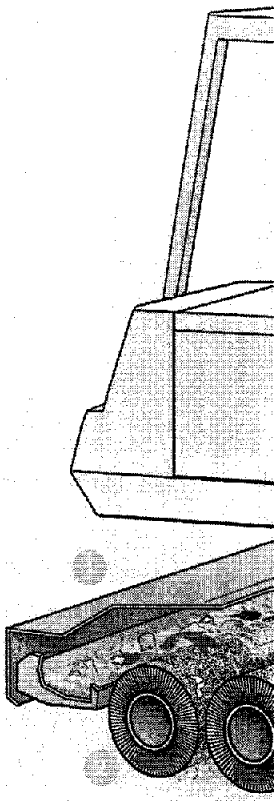
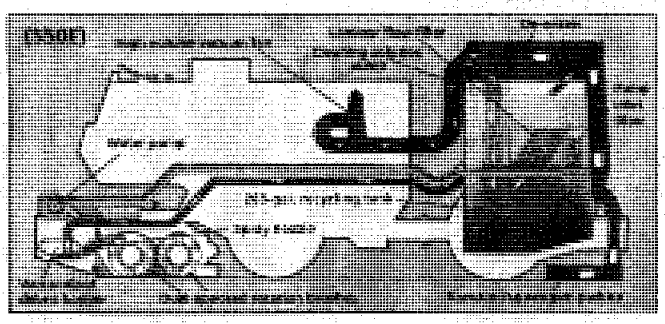
## A Huge Tank for the Biggest Jobs — Including Airports

The Model 1550 SRS offers all the features of the 550, except it is equipped with an enormous 510 gal. solution tank. This tank along with the Solution Recycling System allows up to 10 hours of scrubbing time before refilling is needed. The 1550 also efficiently picks up de-icing fluid so it's ideal for airport use.

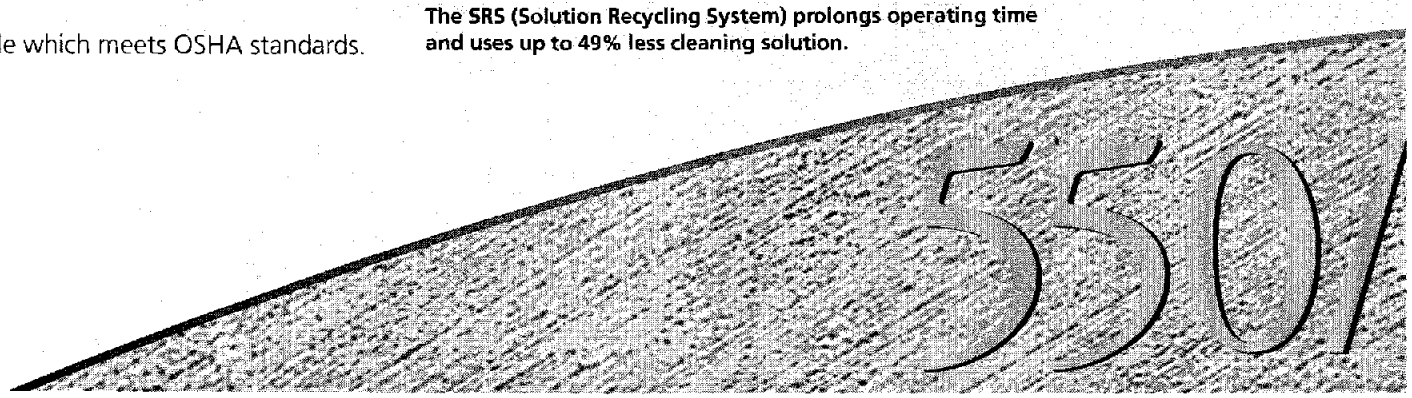


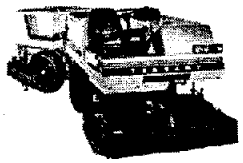
## Productivity-Enhancing Options

An optional squeegee wand attachment hooks up easily and simplifies picking up remote spills. An overhead guard is also available which meets OSHA standards.



The SRS (Solution Recycling System) prolongs operating time and uses up to 49% less cleaning solution.



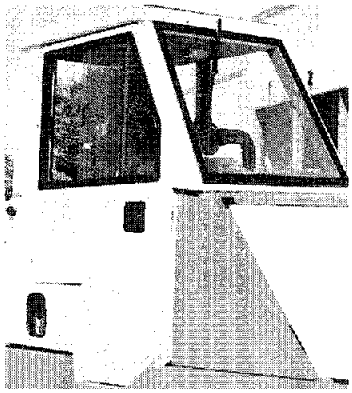


# Model 550 Specifications

**POWER SCRUBBER**

| Feature | | |
|---|---|---|
| **Scrubbing System** | | |
| Cleaning path | 50-inch | 1270 mm |
| Solution tank | 140 gallon | 530 liter |
| Main brush | | |
| Speed | 370 rpm | 370 rpm |
| Down pressure | 500-650 lb | 225-295 kg |
| Brush diameter | 11-inch | 280 mm |
| Brush length | 50-inch | 1270 mm |
| Debris hopper | | |
| Volume capacity | 2.6 ft³ | 73 liter |
| **Recovery System** | | |
| Recovery tank | 120 gallon | 454 liter |
| Vacuum fan speed | 11,500 rpm | 11,500 rpm |
| Vacuum water lift | 51-inch | 1,295 mm |
| **Propelling System** | | |
| Propel speed forward (variable to) | 9.0 mph | 14.0 km/h |
| Propel speed reverse (variable to) | 5.0 mph | 8.0 km/h |
| Engine | | |
| Gasoline/LP | 72.0 hp | 53.7 kW |
| Diesel | 65.0 hp | 48.5 kW |
| Gradeability | | |
| Working (scrubbing) | 8.0 deg | 8.0 deg |
| **Machine Dimensions** | | |
| Length | 156-inch | 3,960 mm |
| Width | 61-inch | 1,550 mm |
| Height-without overhead guard | 61-inch | 1,550 mm |
| With overhead guard | 84-inch | 2,130 mm |
| Weight-net without solution and brushes | 4,710 lb | 2,140 kg |
| Gross | 7,200 lb | 3,270 kg |
| Minimum aisle turn (left) | 191-inch | 4,850 mm |
| **Warranty** | Please refer to your local Tennant representative for information | |

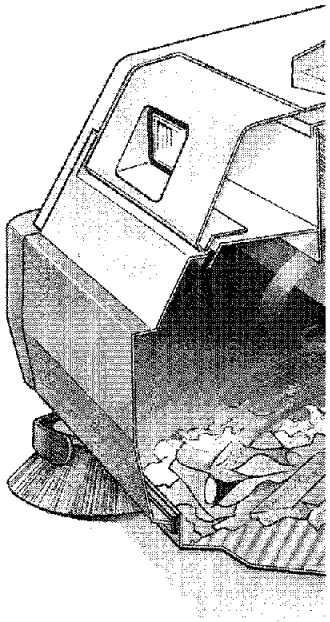
# Two Rugged Power Sweepers



**A deluxe cab is available with pressurizer, heater or air conditioner.**

The Model 800 and Model 810 are built to withstand heavy use and abuse, year after year.

The 800 is ideal for tough indoor industrial applications. It features a massive steel frame and a rugged T-beam superstructure, along with huge steel bumpers that encircle and protect the machine.

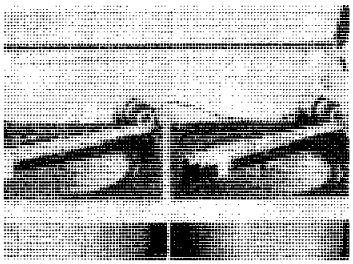


It cleans a 66" path and covers as much as 200,000 sq. ft. in a single hour. A large 30 cubic ft. hopper holds up to 2,000 lbs. of debris, so time spent traveling to dump sites is kept to a minimum. And with six inches of ground clearance, it easily navigates speed bumps and rough terrain.

The Model 800 is also extremely efficient at controlling dust. In addition, it's easy to operate and the main brush can be changed in one minute — without tools.

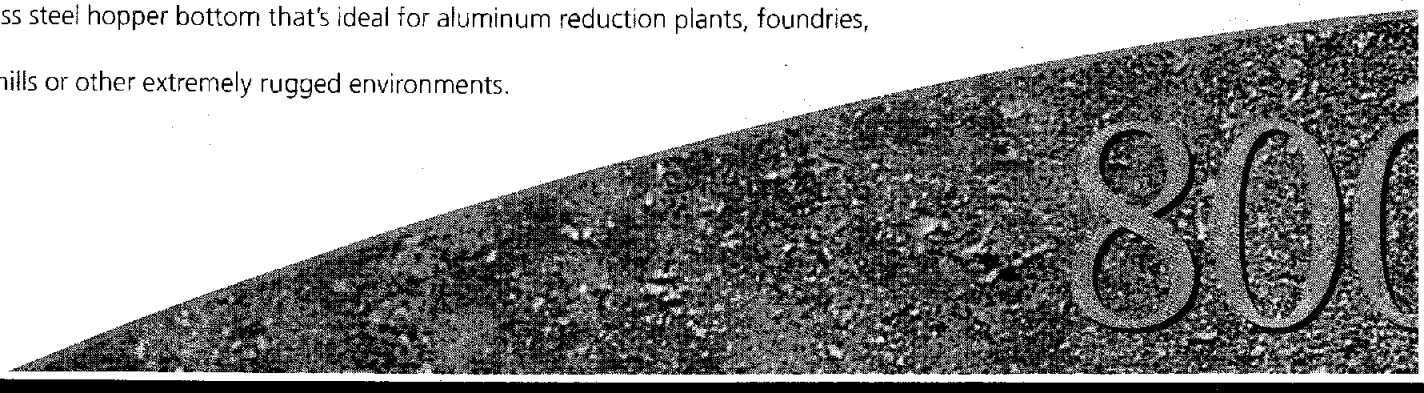
The Model 810 features everything the 800 offers, and more.

The 810 is specially designed to take-on your tough **outdoor** sweeping challenges. With a choice of direct-throw sweeping or the patented, Power-Throw cleaning system, it picks up nearly any debris from dust, sand and rocks — to broken glass and light, bulky paper litter.



## Productivity-Enhancing Options

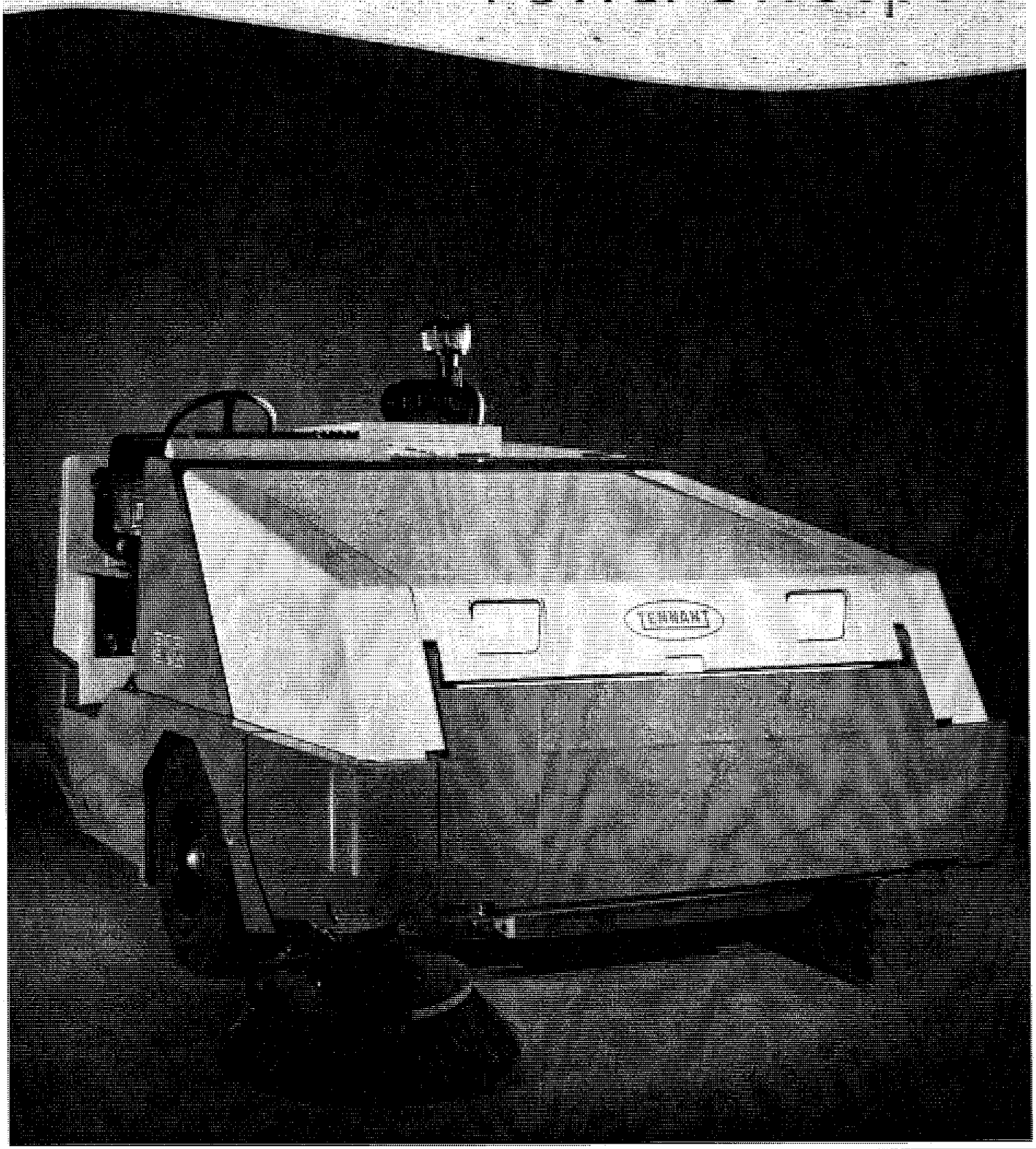
Both the Model 800 and 810 are available with Severe Environment (SE) options that offer special machine protection, heavy-duty tower bumpers, regenerative filter system, and a stainless steel hopper bottom that's ideal for aluminum reduction plants, foundries, steel mills or other extremely rugged environments.

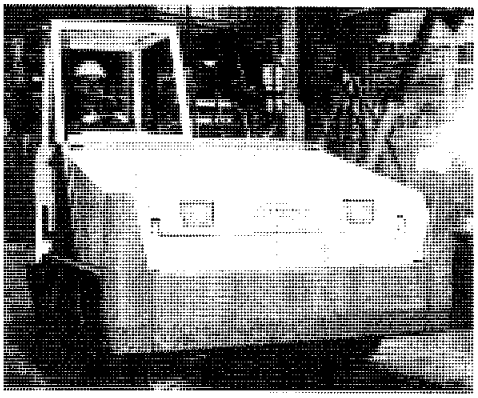


*reating a cleaner, safer world.*™

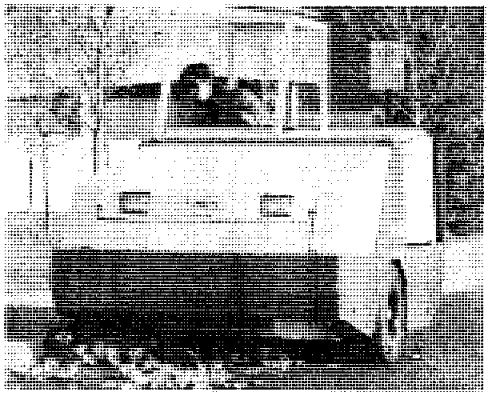
# 80/810

## Power Sweepers

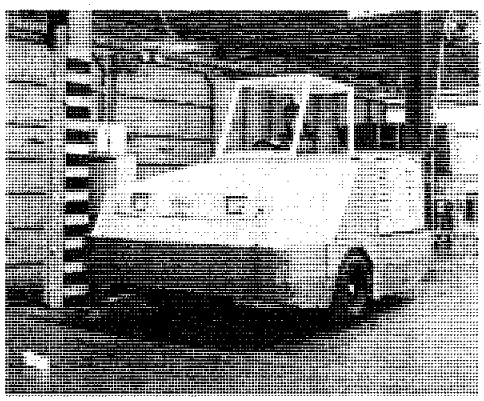




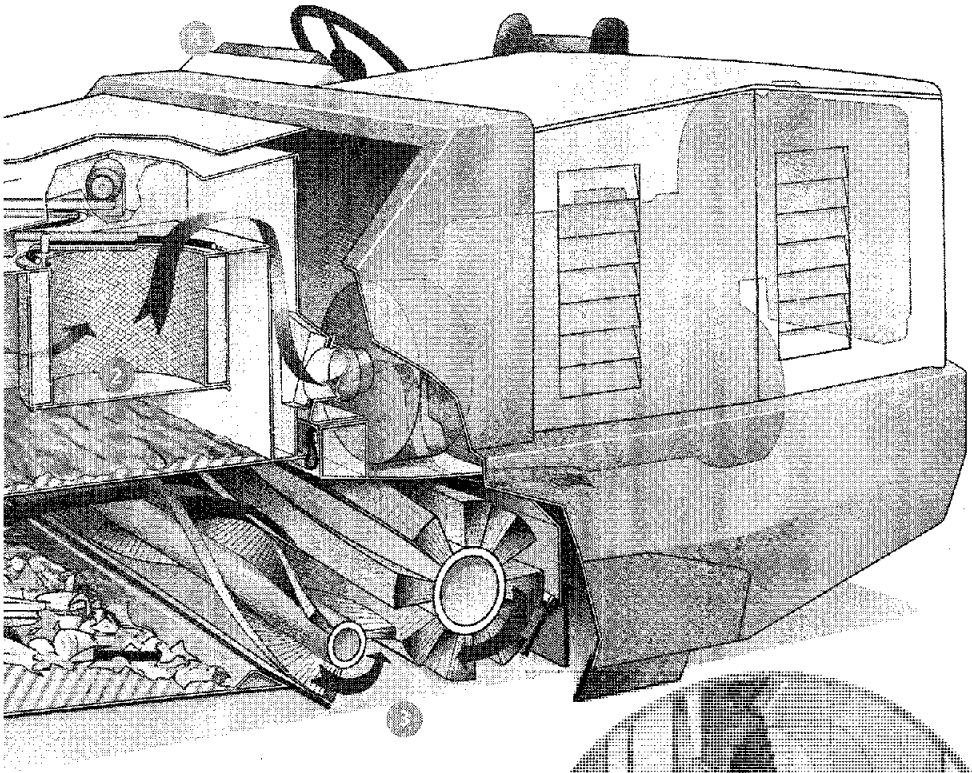
The 800 cleans a wide 66" path, and performs even under the toughest conditions.

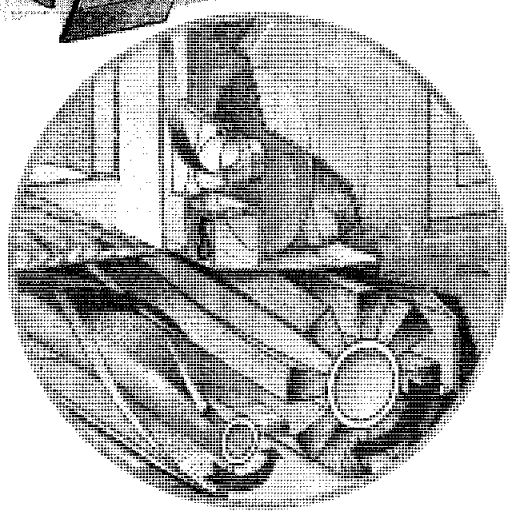


The 810 makes light work of picking up rocks, leaves and other debris — and keeps kick-up dust to a minimum.



This rugged machine practically pampers its operators with an energy absorbing seat, tilt steering wheel, power steering, and an adjustable drive pedal.



Dust and moisture are checked by a unique Quad Filtering System that allows the 800 and 810 to operate nearly dust-free, long after others clog.

## Model 800 and 810

1. To eliminate the need to handle debris twice, the standard 30 cubic ft. multi-level dump hopper empties on the ground or into dumpsters as high as 6 ft.

2. The Quad Filtering System uses four separate high-efficiency filters to trap particles.

3. Routine maintenance is fast and easy. The engine area, fittings, filters and battery have wide open, easy access.

4. Thermo-Sentry™, system monitoring lights, brush down-pressure indicator and a fuel gauge warn the operator of potential problems.

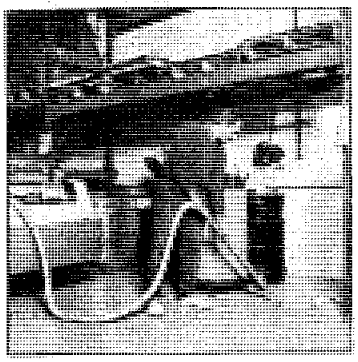
5. The 810 offers even greater cleaning quality with an extra sweeping brush.

## Specifications for the Models 800 and 810*

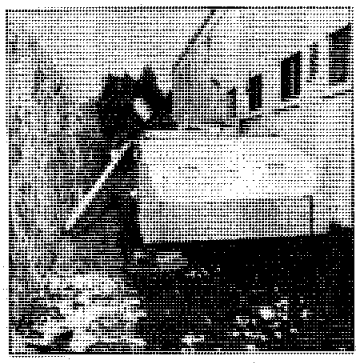
| | | |
|---|---|---|
| **Sweeping System** | | |
| Cleaning path | 66 in | 1675 mm |
| Main brush length | 50 in | 1270 mm |
| Main brush lift | Hydraulic | |
| Side brush diameter | 26 in | 650 mm |
| Hopper volume capacity | 30 ft³ | 850 L |
| Hopper dump height | 72 in | 1830 mm |
| **Propelling System** | | |
| Engine | | |
| Gas/LP Ford 2.3 liter (max) | 63 hp | |
| Diesel Perkins 3.0 liter (max) | 63 hp | |
| Gradeability | | |
| Full hopper | 8.5 deg/15% | |
| Ground clearance | 6 in | 150 mm |
| Propel speed | | |
| Forward (variable to) | 10.0 mph | 16.1 km/h |
| Reverse (variable to) | 4.5 mph | 7.2 km/h |
| **Machine Dimensions** | | |
| Length | 120.0 in | 3050 mm |
| Width | 70.0 in | 1780 mm |
| Turning radius (Left) | 85 in | 2160 mm |
| Minimum aisle turn (Left) | 135 in | 3430 mm |

| | |
|---|---|
| **Tennant Value Added Equipment Includes:** | |
| II-Speed™ cleaning system | Industrial radiator/debris screen |
| Timed filter shaker | Triple, heavy duty accessory pumps |
| Thermo-sentry™ | Retractable sidebrush |
| T-beam frame super-structure | Power steering |
| Steel-channel wraparound bumper | Servo-assist adjustable foot pedal |
| **Optional Equipment** | |
| Severe environment version | Vacuum wand |
| Audio-visual backup alarm | Enclosed cab |
| Heavy-duty bumpers | Overhead guard |
| Stainless steel hopper bottom | Left-hand sidebrush |

**Standard multi-level dump hopper empties its contents on the ground or into dumpsters or trucks as high as 6 feet.**



**With the optional vacuum wand, the 800/810 cleans tight spots and hard-to-reach areas.**



**A handy blower attachment conveniently blows light litter into the sweeper's path.**

* Subject to change without notice.
Power Throw is a United States trademark of the Tennant Company.

*Creating a cleaner, safer world.*™

Tennant Company offers the most complete lines of floor and surface maintenance equipment, floor coatings, brushes, and cleaning detergents in the world. Our sales and service networks are able to provide you with integrated custom cleaning solutions to meet any floor care need.

ISO 9001 Certified

**Tennant Company**
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*Tel: (763) 540-1200, Toll-free: (800) 553-8033*
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*E-mail: info@tennantco.com*
*www.tennantco.com*

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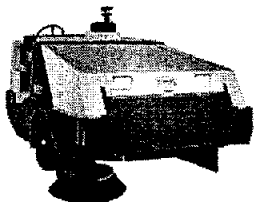

# Model 810 Specifications

**POWER SWEEPER**

| Feature | | |
|---|---|---|
| **Sweeping System** | | |
| Cleaning path | 66-inch | 1,675 mm |
| Main brush | | |
| Main brush length | 50-inch | 1,270 mm |
| Main brush lift | Hydraulic | Hydraulic |
| Main brush change | No-tool | No-tool |
| Side broom | | |
| Side broom diameter | 26-inch | 660 mm |
| Debris hopper | | |
| Volume capacity | 30 ft³ | 850 liter |
| Weight capacity | 2,000 lb | 905 kg |
| Dump height | 72-inch | 1,830 mm |
| Dump reach | 20-inch | 510 mm |
| **Dust Control System** | | |
| Filter system (quad stage, 99% at 4 microns) | Debris deflector | Debris deflector |
| Stage 1 | Perma-Filter™ | Perma-Filter™ |
| Stage 2 | Wrap-around pre-screen | Wrap-around pre-screen |
| Stage 3 | 190 ft² dual canister | 17 m² dual canister |
| Stage 4 | | |
| Vacuum fan | | |
| Speed | 8,500 rpm | 8,500 rpm |
| Vacuum diameter | 9.5-inch | 240 mm |
| **Propelling System** | | |
| Propel speed forward (variable to) | 10.0 mph | 16 km/h |
| Propel speed reverse (variable to) | 4.5 mph | 7.2 km/h |
| Engine | | |
| Gasoline/LPG | 83.0 hp GM | 60.0 kW GM |
| Diesel | 63.0 hp Cat | 45.0 kW Cat |
| Gradeability | | |
| Full hopper | 8.5 deg/15% | 8.5 deg/15% |
| Empty hopper | 15.0 deg/27% | 15.0 deg/27% |
| **Machine Dimensions** | | |
| Length | 120-inch | 3,048 mm |
| Width | 70-inch | 1,778 mm |
| Height without OHG | 52.5-inch | 1,335 mm |
| With OHG | 82.5-inch | 2,095 mm |
| Weight | | |
| Net | 6,500 lb | 2,950 kg |
| Minimum aisle turn (left) | 135-inch | 3,430 mm |
| **Warranty** | Please refer to your local Tennant representative for information. | |

INTRODUCING THE ALL-NEW 2007 GMC® SIERRA.®
ENGINEERED TO THE ULTIMATE PROFESSIONAL STANDARD.
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WE ARE PROFESSIONAL GRADE.
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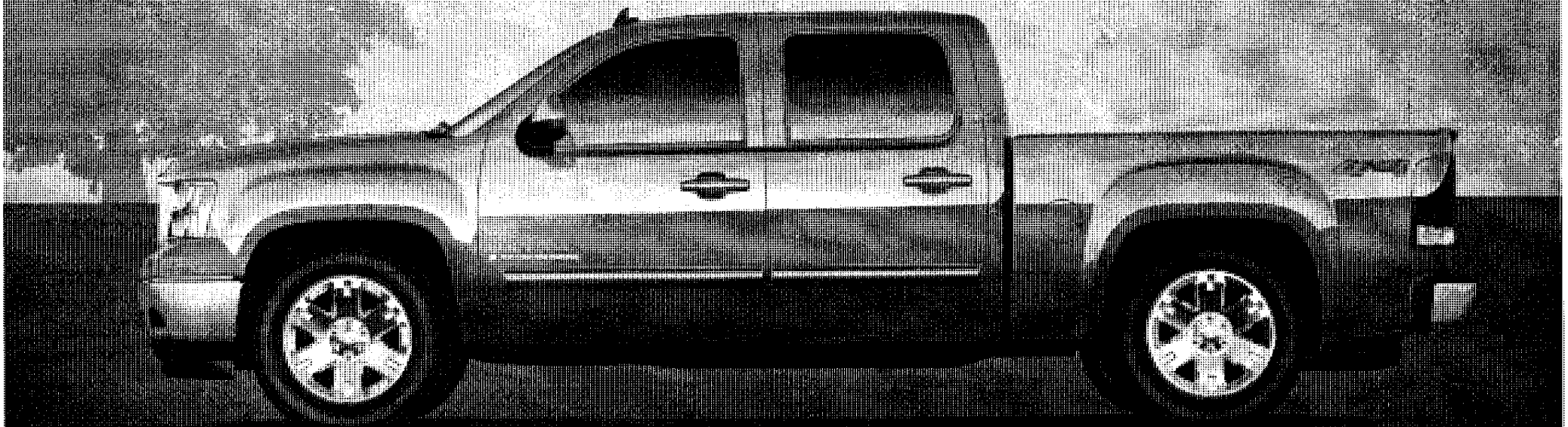
# THE FULL-SIZE PICKUP ENGINEERED FOR YOU.



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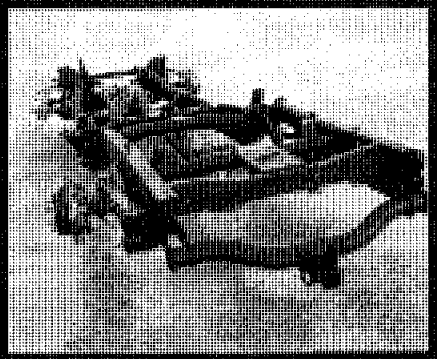
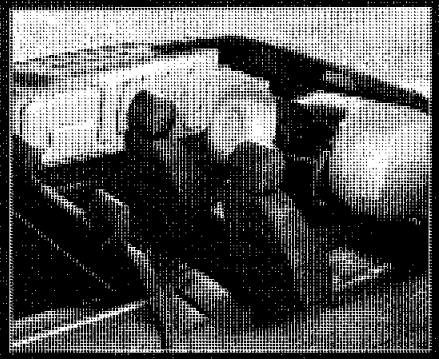


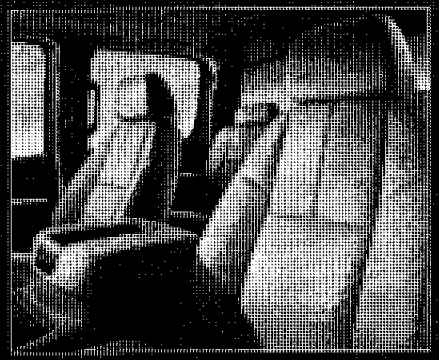
### SUPERIOR CAPABILITY

- Fully boxed frame and coil-over-shock front suspension for a smoother ride
- 367hp 6.0L V8 engine
- 375 lb-ft torque and trailering up to 10,500 lbs[1]
- Automatic locking rear differential for essential traction



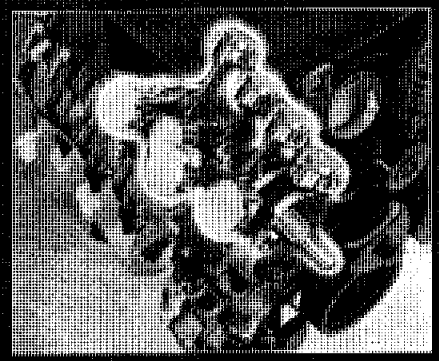
### UNCOMPROMISING SAFETY

- 360 degrees of protection with standard dual-stage driver and right front passenger air bags and available head curtain side-impact air bags[2]
- StabiliTrak® Stability Control System[3,4]
- One-year Standard OnStar® Safe and Sound service[5]
- Available Ultrasonic Rear Park Assist for added confidence



### DISTINCTIVE REFINEMENT

- Exceptional fit, finish, and premium interior materials
- Remarkably quiet environment, thanks to advanced acoustic engineering
- Comfortable seating with abundant front-seat headroom and legroom
- 60/40 split rear seat provides extra cargo room[6]



### UNPARALLELED INNOVATION

- Active Fuel Management™ shifts seamlessly from 8 to 4 cylinders when less power is needed
- 170 degree rear door opening[7]
- EZ Lift Locking Tailgate
- Available customized cargo management system

*Extended cab only. [1]Maximum trailer ratings are calculated assuming a properly equipped base vehicle plus driver. See dealer for details. [2]Air bag inflation can cause severe injury or death to anyone too close to the bag which it deploys. Be sure every occupant is properly restrained. The Root Rail air bag pictured is a close representation of the actual air bag. [3]StabiliTrak is standard on the light duty Crew Cab[7] and available on the extended cab. [4]One-year OnStar Safe & Sound service agreement is required. Call 1-888-4-ONSTAR (1-888-466-7827) or visit www.onstar.com for system limitations and details. [5]Cargo capacity limited by weight and distribution. 60/40 split is standard only on Crew Cab.

CRISTI CLEANING SERVICE
77 TRINITY PLACE
HACKENSACK, NJ 07601

# Cristi

**REQUEST FOR PROPOSAL**

**GENERAL CLEANING AND MACHINE SWEEPING**

**AT**

**JFK INTERNATIONAL AIRPORT**
**PARKING LOTS AND ASSOCIATED AREAS**

**NUMBER 13304**

**PROPOSAL DUE DATE: JUNE 19, 2007**

**PRESENTED TO**

## THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

## B. EXECUTIVE SUMMARY

Cristi Cleaning Service Corporation (Cristi) was founded in 1980, and is headquartered in Hackensack, NJ. Cristi is a minority, woman-owned company, and a graduate of the Small Business Administration's 8(a) program. We are certified as a Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) by the state of New Jersey.

Key to our steady and consistent growth over the years has been our long-running ability to attract, cultivate, nurture and sustain an ever-growing workforce of dedicated, career-oriented professionals across a broad spectrum of disciplines. Coupled with this is our willingness to provide our personnel with the resources and training they need to consistently achieve and maintain superior contract performance. Our key personnel for the cleaning of parking lots project have been carefully screened and handpicked. They are among the very best in the custodial services industry at their respective disciplines. These key program personnel have helped to ensure a strong and effective working partnership with the Port Authority of NY & NJ.

All basic parking lot policing and project work, management, and control tasks at JFK parking lots, as well as project-directed tasks that may arise throughout the life of the contract, will continue to be performed by Cristi's full-time contract personnel. This will be in strict accordance with time frames, frequencies, and quality standards set forth in the Request for Proposal commensurate with best commercial practices. We use our personnel, methods, equipment, processes and supplies to clean, service, manage, and maintain the facilities and grounds under our contract purview and in

accordance with our Quality Program. Cristi supervisors, custodians, and custodial helpers will be required throughout the life of the contract to protect the Port Authority of NY &NJ's property, to cooperate with their personnel, and to observe all industry and the Port Authority of NY & NJ's specific standards for personnel safety and facility and equipment security.

## Why Cristi?

Cristi is a model of stability, having never defaulted on a contract of any kind, nor having ever missed a payroll for our personnel. Our executive directors and hands-on working managers have extensive experience administering and managing a multitude of projects, many of which are similar in size, scope and complexity to the JFK Project. Because we treat our employees with dignity and respect, and because we reward exceptional performance at every level of functional and administrative activities, personnel turnover throughout the course of our work at the JFK Parking Lots project is virtually non-existent.

In short, Cristi is eminently qualified, perfectly positioned, and totally prepared to continue to provide the personnel, methods, management, and supervision necessary to continue to ensure world class services at JFK without delay and immediately upon contract award.

## Corporate Commitment to Partnering

At the corporate level, we view our relationship with the Port Authority of NY & NJ as a "partnership in solutions". To that end, we are firmly committed to continuing to establish with our Port Authority counterparts, a working partnership based on cooperation, understanding, trust, and mutual respect.

As the custodial services provider at the JFK parking lots for the past 9 years, it has been our goal as one of the Port Authority's high profile, private sector partners to enhance the image of JFK for both travelers and visitors alike. We will continue to strive to provide world-class service at every level of functional performance.

## Operational Overview

For the JFK custodial project, our operational objective has been "Sustained Capability and Readiness." To that end, Cristi has skillfully structured a staffing plan that not only provides best value to the Port Authority of NY & NJ, but also addresses what we believe are the two most critical keys to success on any large-scale support services endeavor.

Those keys to success are:

1. The systematic, orderly accomplishment of work – on time, within budget, and to the complete satisfaction of our client.
2. The continuous, uninterrupted gathering and dissemination of critical project information – accurately, in real time, and across all project lines.

To help accomplish our operational objective, we have organized and staffed our program to respond successfully to the following major technical and management issues:

- Need to ensure continuous, uninterrupted, high-quality services.
- Need to ensure continuous, uninterrupted quality supervision.
- Need to provide a high level of responsiveness.
- Need to work in partnership with the Port Authority Representative.
- Need to exercise strong cost and schedule controls.
- Need to maintain flexibility in response to new and changing situations.

Cristi's tradition of excellence in addressing these major technical and management issues is well documented in two ways. One, by our previous work performed for the Port Authority, and, two, by our current contract as the Custodial Services contractor at the JFK parking lots.

## Green Cleaning

Cristi uses Green Cleaning to benefit our customers, our staff, and the public. The past several years have given way to new technologies in products and processes that have allowed Green Cleaning to be more effective in a near or cost-neutral manner that is good for the environment and the areas that we service. Cristi is committed to a cleaner, safer, and healthier environment.

## Roadmap to the Technical Proposal

We believe our enclosed Technical Proposal addresses all critical requirements set forth in the Evaluation Criteria, as well as all relevant attachments and exhibits contained in the RFP. Further, we believe our Technical Proposal clearly demonstrates:

- Our understanding of the solicitation requirements and or realistic approach to staffing, manning, work control, and quality control
- Our ability to formulate, implement, manage, and maintain a comprehensive Management Plan to ensure the orderly accomplishment of work, to provide a continuous flow of critical information, and to affect the requisite care and safekeeping of the Port Authority facilities.
- Our ability to satisfy routine tasks and unforeseen contingencies with equal efficiency.

- Our commitment to quality, safety, and security at every level of contract performance.

## Summary

Our commitment to excellence is reflected in our proposal and has been reflected in our performance as the selected Port Authority private-sector Custodial Services Contractor for the JFK Parking Lots. Our vast experience, proven performance history and excellent reputation over the past 27 years once again will serve the Port Authority of NY & NJ.

# F. PROPOSAL

## *COST PROPOSAL*

### F.1. Cost Proposal Forms

We are submitting:

Attachment B – Part III – Cost Proposal Form

Attachment C – Calculation of Hourly Rates

ATTACHMENT B – PART III June 6, 2007

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## FIRST YEAR

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$2,873,986.39

| | Est. Annual No. of Hours | Charge Per Hour | | Est. Annual Price |
|---|---|---|---|---|
| **Snow Removal (Labor)** | 5,000 | 21 | X = | $105,000 |
| **Snow Removal (Manager)** | 150 | 45.80 | X = | $6,870.00 |

| **Extraordinary Cleaning Services** | **Est. Annual No. of Sq. Ft./ Fixtures Hours** | **Charge Per Sq. Ft./ Fixtures Hours** | | **Est. Annual Price** |
|---|---|---|---|---|
| Re-lamp, wash and rinse (garages) | 2080 Hours | 19.50 | X = | $40,560.00 |
| Cleaner Services | 500 Hours | 19.50 | X = | $9,750.00 |
| Policing | 10,000 Sq. Ft. | 0.0010 | X = | $10.00 |
| Machine Sweep | 10,000 Sq. Ft. | 0.005 | X = | $50.00 |
| Glass, Wash and Rinse | 2,000 Sq. Ft. | 0.05 | X = | $100.00 |

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## FIRST YEAR

| Extraordinary Cleaning Services | Est. Annual No. of Sq. Ft./ Fixtures | Charge Per Sq. Ft./ Fixtures | Est. Annual Price |
|---|---|---|---|
| Bus shelters, wash, rinse and polish | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Lavatories, thorough cleaning | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Stainless steel, wash, rinse and polish | 2,000 Sq. Ft. | 0.025 | X=$50.00 |
| Toll booths, guard booths, bus shelters Interior thorough cleaning | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Toll booths, guard booths, bus shelters exterior, wash and rinse | 2,000 Sq. Ft. | 0.02 X | = $40.00 |
| Power Washing | 2,000 Sq. Ft. | 0.20 X | = $400.00 |
| Degreasing | 2,000 Sq. Ft. | 0.20 X | = $400.00 |
| Relamping | 50 fixtures | 4.25 X | = $212.50 |
| Cut grass | 2,000 Sq. Ft. | 0.01 X | = $ 20.00 |

**Total Estimated Annual Price for**
**Extraoridinary Cleaning Services and Snow Removal** $3,037,568.89

ATTACHMENT B – PART III

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## SECOND YEAR

**Routine and Periodic Cleaning** — **Annual Lump Sum Price**

$2,873,986.39

| | Est. Annual No. of Hours | Charge Per Hour | | Est. Annual Price |
|---|---|---|---|---|
| **Snow Removal (Labor)** | 5,000 | 21 | X = | $105,000.00 |
| **Snow Removal (Manager)** | 150 | 45.80 | X = | $6,870.00 |

| **Extraordinary Cleaning Services** | **Est. Annual No. of Sq. Ft./ Fixtures Hours** | **Charge Per Sq. Ft./ Fixtures Hours** | | **Est. Annual Price** |
|---|---|---|---|---|
| Re-lamp, wash and rinse (garages) | 2080 Hours | 19.50 | X = | $40,560.00 |
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| Policing | 10,000 Sq. Ft. | 0.0010 | X = | $10.00 |
| Machine Sweep | 10,000 Sq. Ft. | 0.005 | X = | $50.00 |
| Glass, Wash and Rinse | 2,000 Sq. Ft. | 0.05 | X = | $100.00 |

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## SECOND YEAR

| Extraordinary Cleaning Services | Est. Annual No. of Sq. Ft./ Fixtures | Charge Per Sq. Ft./ Fixtures | Est. Annual Price |
|---|---|---|---|
| Bus shelters, wash, rinse and polish | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Lavatories, thorough cleaning | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Stainless steel, wash, rinse and polish | 2,000 Sq. Ft. | 0.025 | X=$50.00 |
| Toll booths, guard booths, bus shelters Interior thorough cleaning | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Toll booths, guard booths, bus shelters exterior, wash and rinse | 2,000 Sq. Ft. | 0.02 | X = $40.00 |
| Power Washing | 2,000 Sq. Ft. | 0.20 | X = $400.00 |
| Degreasing | 2,000 Sq. Ft. | 0.20 | X = $400.00 |
| Relamping | 50 fixtures | 4.25 | X = $212.50 |
| Cut grass | 2,000 Sq. Ft. | 0.01 | X = $ 20.00 |

**Total Estimated Annual Price for**
**Extraoridinary Cleaning Services and Snow Removal** $ 3,037.568.89

ATTACHMENT B – PART III

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## THIRD YEAR

**Routine and Periodic Cleaning** — **Annual Lump Sum Price**

$ 2,873,986.39

| | Est. Annual No. of Hours | Charge Per Hour | | Est. Annual Price |
|---|---|---|---|---|
| **Snow Removal (Labor)** | 5,000 | 21 | X = | $ 105,000 |
| **Snow Removal (Manager)** | 150 | 45.80 | X = | $ 6,870.00 |

| **Extraordinary Cleaning Services** | **Est. Annual No. of Sq. Ft./ Fixtures Hours** | **Charge Per Sq. Ft./ Fixtures Hours** | | **Est. Annual Price** |
|---|---|---|---|---|
| Re-lamp, wash and rinse (garages) | 2080 Hours | 19.50 | X = | $40,560.00 |
| Cleaner Services | 500 Hours | 19.50 | X = | $ 9,750.00 |
| Policing | 10,000 Sq. Ft. | 0.0010 | X = | $ 10.00 |
| Machine Sweep | 10,000 Sq. Ft. | 0.005 | X = | $ 50.00 |
| Glass, Wash and Rinse | 2,000 Sq. Ft. | 0.05 | X = | $ 100.00 |

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## THIRD YEAR

| Extraordinary Cleaning Services | Est. Annual No. of Sq. Ft./ Fixtures | Charge Per Sq. Ft./ Fixtures | Est. Annual Price |
|---|---|---|---|
| Bus shelters, wash, rinse and polish | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Lavatories, thorough cleaning | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Stainless steel, wash, rinse and polish | 2,000 Sq. Ft. | 0.025 | X=$50.00 |
| Toll booths, guard booths, bus shelters Interior thorough cleaning | 2,000 Sq. Ft. | 0.02 | X=$40.00 |
| Toll booths, guard booths, bus shelters exterior, wash and rinse | 2,000 Sq. Ft. | 0.02 X | = $40.00 |
| Power Washing | 2,000 Sq. Ft. | 0.20 X | = $400.00 |
| Degreasing | 2,000 Sq. Ft. | 0.20 X | = $400.00 |
| Relamping | 50 fixtures | 4.25 X | = $212.50 |
| Cut grass | 2,000 Sq. Ft. | 0.01 X | = $ 20.00 |

**Total Estimated Annual Price for Extraoridinary Cleaning Services and Snow Removal** $3,037,568.89

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

| | | |
|---|---|---|
| A. | **Estimated Annual Contract Price First Year** | $3,037,568.89 |
| **B.** | **Estimated Annual Contract Price Second Year** | $3,037,568.89 |
| **C.** | **Estimated Annual Contract Price Third Year** | $3,037,568.89 |
| **Total Estimated Contract Price Three (3) Years** | | $9,112,706.67 |
| **(Add A, B, and C)** | | |

# DIRECT WAGES AND BENEFITS

## WAGES

| | |
|---|---|
| **Manager** | $22.91 + Benefits |
| **Clerk** | $11.99 + Benefits |
| **Supervisors** | $14.68 + Benefits |
| **Cleaners** | $11.96 + Benefits |
| **Sweeper Drivers (CDL)** | $13.33 + Benefits |
| **Mechanic** | $13.33 + Benefits |

## BENEFITS

| | |
|---|---|
| **Manager** | 12 Holidays<br>10 Vacation Days<br>3 Sick Days<br>1 Personal Day<br>Health Package<br>Simple IRA |

| | |
|---|---|
| **Supervisors** | 6 Holidays<br>10 Vacation Days<br>3 Sick Days<br>1 Personal Day<br>Health Package<br>Simple IRA |

| | |
|---|---|
| **Cleaners / Sweeper Drivers / Mechanic** | 6 Holidays<br>10 Vacation Days<br>3 Sick Days<br>1 Personal Day<br>Health Package |

ATTACHMENT C
PROPOSER NAME: Cristi Cleaning Service PROPOSAL NUMBER 13304

# CALCULATION OF HOURLY RATE

## GENERAL CLEANING AND MACHINE SWEEPING AT JFK INT'L AIRPORT

## CLEANER

| | | |
|---|---|---|
| **ITEM #1** | | |
| **DIRECT WAGES** | $ 11.96 | item 1 |
| **NUMBER OF EMPLOYEES** | 63 | |
| **ITEM #2** | | |
| **HEALTH BENEFITS** | | |
| **HEALTH** | $ 1.875 | |
| **ITEM #3** | | |
| **SUPPLEMENTAL BENEFITS** | | |
| **(ITEMS NOT REQUIRED BY LAW)** | | **NUMBER OF DAYS PROVIDED** |
| **HOLIDAY ALLOWANCE** | $ 0.2760 | 6 |
| **VACATION ALLOWANCE** | $ 0.4600 | 10 |
| **SICK TIME ALLOWANCE** | $ 0.1300 | 3 |
| **PENSION** | $ | |
| **WELFARE** | $ | |
| **OTHER SUPPLEMENTAL BENEFITS** | $ 0.0460 | 1 |
| **SPECIFY** Personal Day | | |
| **SUB TOTAL (ITEMS #1 & 2)** | $ 14.747 | sub total 1&2 |
| **ITEM #3** | | |
| **TAXES AND INSURANCE** | | |
| **(ITEM REQUIRED BY LAW)** | | |
| **F.I.C.A.** | $ 0.915 | |
| **N.Y.S.U.I.** | $ 0.41 | |
| **F.U.I.** | $ 0.09 | |
| **WORKERS' COMPENSATION** | $ 0.71 | |
| **GENERAL LIABILITY INSURANCE** | $ 0.79 | |
| **DISABILITY INSURANCE** | $ 0.09 | |
| **OTHER TAXES AND INSURANCE** | $ | |
| **SPECIFY** | | |
| **ITEM #4** | | |
| **ADDITIONAL COMPONENTS** | | |
| **(IF APPLICABLE)** | | |
| **VEHICLE/MTCE/FUEL** | $ 0.82 | |
| **UNIFORMS** | $ 0.17 | |
| **EQUIPMENT** | $ 0.71 | |
| **MATERIALS** | $ 1.00 | |
| **SUPPLIES** | $ .19 | |
| **RELIEF** | $ .24 | |
| **ROLL CALL** | $ | |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ | |
| **SPECIFY** | | |
| **GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.79 | |
| **TOTAL (ITEMS #1, 2, 3 AND 4)** | $ 21.882 | |

ATTACHMENT C
PROPOSER NAME: Cristi Cleaning Service PROPOSAL NUMBER 13304

# CALCULATION OF HOURLY RATE
## GENERAL CLEANING AND MACHINE SWEEPING AT JFK INT'L AIRPORT
## SUPERVISOR

| | | |
|---|---|---|
| **ITEM #1** | | |
| **DIRECT WAGES** | $ 14.68 | item 1 |
| **NUMBER OF EMPLOYEES** | 6 | |
| **ITEM #2** | | |
| **HEALTH BENEFITS** | | |
| **HEALTH** | $ 1.875 | |
| **ITEM #3** | | |
| **SUPPLEMENTAL BENEFITS** | | **NUMBER OF DAYS PROVIDED** |
| **(ITEMS NOT REQUIRED BY LAW)** | | |
| **HOLIDAY ALLOWANCE** | $ 0.3388 | 6 |
| **VACATION ALLOWANCE** | $ 0.5647 | 10 |
| **SICK TIME ALLOWANCE** | $ 0.1694 | 3 |
| **PENSION** | $ | |
| **WELFARE** | $ | |
| **OTHER SUPPLEMENTAL BENEFITS** | $ 0.0565 | 1 |
| **SPECIFY** 1Personal Day | | |
| **SUB TOTAL (ITEMS #1 & 2)** | $ 17.69 | sub total 1&2 |
| **ITEM #3** | | |
| **TAXES AND INSURANCE** | | |
| **(ITEM REQUIRED BY LAW)** | | |
| **F.I.C.A.** | $ 1.123 | |
| **N.Y.S.U.I.** | $ 0.499 | |
| **F.U.I.** | $ 0.117 | |
| **WORKERS' COMPENSATION** | $ 0.880 | |
| **GENERAL LIABILITY INSURANCE** | $ 0.800 | |
| **DISABILITY INSURANCE** | $ 0.107 | |
| **OTHER TAXES AND INSURANCE** | $ | |
| **SPECIFY** | | |
| **ITEM #4** | | |
| **ADDITIONAL COMPONENTS** | | |
| **(IF APPLICABLE)** | | |
| **VEHICLE/MTCE/FUEL** | $ | |
| **UNIFORMS** | $ 0.17 | |
| **EQUIPMENT** | $ | |
| **MATERIALS** | $ | |
| **SUPPLIES** | $ | |
| **RELIEF** | $ | |
| **ROLL CALL** | $ | |
| **OTHER COMPONENTS NOT SPECIFIED ABOVE** | $ | |
| **SPECIFY** | | |
| **GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT** | $ 1.79 | |
| **TOTAL (ITEMS #1, 2, 3 AND 4)** | $ 23.256 | |

# Cristi Cleaning Service
# JFK International Airport
## Staffing Plan

### Management

| | | | | |
|---|---|---|---|---|
| 1 | Project Manager | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 1 | Administrative Clerk | 5 Days a Week | 4 Hours per Day | 20 Hours per Week |
| 3 | Supervisors | 5 Days a Week | 24 Hours per Day | 120 Hours per Week |
| 3 | Weekend Supervisors | 2 Days a Week | 24 Hours per Day | 48 Hours per Week |
| | | | Total | 228 Hours per Week |

### Station Cleaning

| | | | | |
|---|---|---|---|---|
| 1 | Station A Cleaner B-Tour | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 1 | Station A Cleaner C-Tour | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 1 | Station A Cleaner B/C-Tour | 2 Days a Week | 16 Hours per Day | 32 Hours per Week |
| 2 | Station B Cleaners B-Tour | 5 Days a Week | 16 Hours per Day | 80 Hours per Week |
| 2 | Station B Cleaners C-Tour | 5 Days a Week | 16 Hours per Day | 80 Hours per Week |
| 2 | Station B Cleaners B/C-Tour | 2 Days a Week | 32 Hours per Day | 64 Hours per Week |
| 5 | Station C Cleaners B-Tour | 5 Days a Week | 40 Hours per Day | 200 Hours per Week |
| 5 | Station C Cleaners C-Tour | 5 Days a Week | 40 Hours per Day | 200 Hours per Week |
| 5 | Station C Cleaners B/C-Tour | 2 Days a Week | 80 Hours per Day | 160 Hours per Week |
| 2 | Station D Cleaners B-Tour | 5 Days a Week | 16 Hours per Day | 80 Hours per Week |
| 2 | Station D Cleaners C-Tour | 5 Days a Week | 16 Hours per Day | 80 Hours per Week |
| 2 | Station D Cleaners B/C-Tour | 2 Days a Week | 32 Hours per Day | 64 Hours per Week |
| | | | Total | 1120 Hours per Week |

### Hanger 12 Overflow Lot

| | | | | |
|---|---|---|---|---|
| 1 | Cleaner B Tour | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 1 | Cleaner C Tour | 5 Days a Week | 8 Hours per Day | 40 Hours per Week |
| 1 | Cleaner B/C Tour | 2 Days a Week | 16 Hours per Day | 32 Hours per Week |
| | | | Total | 112 Hours per Week |

### Vehicle/Equipment Maintenance

| | | | | |
|---|---|---|---|---|
| 1 | Mechanic | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| | | | Total | 40 Hours per Week |

### Periodic Cleaning

| | | | | |
|---|---|---|---|---|
| 2 | Cleaners | 5 Days a Week | 16 Hours a Day | 80 Hours per Week |
| | | | Total | 80 Hours per Week |

Total Hours per Week: 1580 Hours per Week

## Machine Sweeping

| | | | | |
|---|---|---|---|---|
| 1 | Sweeper Driver C-Tour | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| 1 | Sweeper Driver A-Tour | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| 1 | Sweeper Driver C/A Tour | 2 Days a Week | 16 Hours a Day | 32 Hours per Week |
| 1 | Sweeper Driver A-Tour CDL | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| 1 | Sweeper Driver A-Tour CDL | 2 Days a Week | 8 Hours a Day | 16 Hours per Week |
| | | | Total | 168 Hours per Week |

## Garage Machine Sweeping

| | | | | |
|---|---|---|---|---|
| 2 | Sweeper Drivers | 5 Days a Week | 16 Hours a Day | 80 Hours per Week |
| 2 | Sweeper Drivers | 2 Days a Week | 16 Hours a Day | 32 Hours per Week |
| | | | Total | 112 Hours per Week |

## Night Litter Patrol

| | | | | |
|---|---|---|---|---|
| 2 | Night Patrol Cleaners | 5 Days a Week | 16 Hours a Day | 80 Hours per Week |
| 2 | Night Patrol Cleaners | 2 Days a Week | 16 Hours a Day | 32 Hours per Week |
| | | | Total | 112 Hours per Week |

## Thorough Cleaning (Toll Plaza and Taxi Dispatch Lavatories)

| | | | | |
|---|---|---|---|---|
| 1 | Thorough Cleaner B-Tour | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| 1 | Thorough Cleaner C-Tour | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| 1 | Thorough Cleaner B/C-Tour | 2 Days a Week | 16 Hours a Day | 32 Hours per Week |
| | | | Total | 112 Hours per Week |

## Thorough Cleaning (Guard Booths and Toll Booths)

| | | | | |
|---|---|---|---|---|
| 1 | Thorough Cleaner B-Tour | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| 1 | Thorough Cleaner C-Tour | 5 Days a Week | 8 Hours a Day | 40 Hours per Week |
| 1 | Thorough Cleaner B/C-Tour | 2 Days a Week | 16 Hours a Day | 32 Hours per Week |
| | | | Total | 112 Hours per Week |

## Lunch Relief

| | | | | |
|---|---|---|---|---|
| 2 | Cleaners B-Tour | 5 Days a Week | 16 Hours a Day | 80 Hours per Week |
| 2 | Cleaners C-Tour | 5 Days a Week | 16 Hours a Day | 80 Hours per Week |
| 2 | Cleaners B/C-Tour | 2 Days a Week | 32 Hours a Day | 64 Hours per Week |
| | | | Total | 224 Hours per Week |

## Aqueduct Racetrack Cleaning

| | | | | |
|---|---|---|---|---|
| 1 | Cleaner | 1 Day a Week | 8 Hours a Day | 8 Hours per Week |
| 1 | Sweeper Driver | 1 Day a Week | 4 Hours a Day | 4 Hours per Week |
| | | | Total | 12 Hours per Week |

Total Hours per Week: 852 Hours per Week

## F.2 Management Approach

### F.2.A Current Staff

CRISTI currently has 450 full time-part-time employees and has had 410 full time-part-time employees in 2005 and 375 in 2004.

### F.2.B Staffing Plan

See Attachment

### F.2.C Management

Cristi Cleaning Services has been performing these services at J.F.K for the past 9 years with excellent results in performance and customer relations reports, we know exactly the needs and difficulties to perform at J.F.K and during the years of services we developed a cleaning program and schedules that perfectly feats the needs of the facilities.

**Staff, Wages and Supplemental Benefits**

In order to meet the various requirements contained in the solicitation, we propose to assign a total of 71 personnel to this contract. These personnel will include the Project Manager, Supervisors, General Cleaners and Sweeper Drivers as shown below. We are presenting our staffing by position, number of full-time or part-time personnel and productive labor hours (PLH) for each category. Understanding of the solicitation requirements, coupled with our vast experience, ensures the Port Authority that we are assigning the proper numbers and types of personnel to meet and exceed all requirements.

The Project Manager will be the primary individual with responsibility for proper performance of all contract requirements. He will report directly to our corporate Vice President on all contract matters. This direct reporting to corporate ensures unbiased reporting of contract status and allows us to take proactive steps to make corrections, suggestions, etc. should that become necessary. The assigned Supervisors will work for,

suggestions, etc. should that become necessary. The assigned Supervisors will work for, and report directly to, the Project Manager. They will be assigned the various shifts as outlined in the solicitation, with one supervisor on-site at all times. These individuals will function in a purely supervisory capacity due to the size and scope of this contract, ensuring the personnel assigned to work for them are providing the Port Authority, its travelers and visitors with the best cleaning services available at all times. Our General Cleaners will work directly for their Supervisors and will be responsible for performing all assigned tasks in a professional and courteous manner at all times.

Personnel will be assigned according to function, with a breakout between full and part-time for station cleaning, routine cleaning, periodic work, extraordinary work (as needed) and snow removal/flood response (also as needed). Many of the personnel we assign to this contract will perform part-time duties in more than one function, which enables us to move personnel as necessary to meet all requirements and has the added benefit of aiding with cross-training, enabling us to assign personnel where and when necessary to meet contingencies, unexpected increases in work loads, adverse weather requirements and other factors which could otherwise disrupt the work force. Others listed, as part-time employees will be just those individuals who desire to work less than 40 hours per week. To the maximum extent possible, we will utilize personnel as closely to full-time as possible and desired.

**Insurance**

CRISTI will procure and maintain the following insurance: (a) Workmen's Compensation and Employer's Liability insurance as required by law, limits to be statutory; (b) Commercial General Liability insurance with limits of liability of not less than the amount required by P.A (c) Automobile Liability insurance (covering owned, hired and non-owned vehicles used in or in connection with performance of the services) with limits of liability of not less than the amount required by P.A

**Conditions of Insurance**

All insurance maintained by CRISTI pursuant to this Agreement shall provide that it may not be cancelled or changed in coverage without at least ten (10) days' prior written notice to the PA. The PA may request CRISTI to furnish certificates of insurance evidencing the coverage's required hereunder.

## F.2.D Supplemental Benefits

To ensure continuity of staff and to preclude large personnel turnover, Cristi Cleaning Service will provide a comprehensive wage and benefit plan for employees assigned to this contract. This will include not only mandated wages insurance taxes required by law, but also includes vacation, holidays, sick days and a medical plan which is available for both full and part-time employees. For this contract, we will provide the following supplemental benefits to our employees:

- Two (2) week paid vacation annually
- Six (6) paid holidays annually
- Three (3) paid sick days annually
- One (1) personal day annually
- Medical plan Local 348 Health & Welfare Family Fund
- Simple IRA (Supervisors & Managers) See Attachment

Employee eligibility for benefits will start on the first day of the contract for all employees. If an employee is terminated or resigns, he or she will be entitled to accrued money for vacation, sick days, etc. depending on his or her time with the company.

# Cristi Cleaning Services
# Retirement Plan

**Plan Overview:**

Cristi Cleaning currently offers all eligible employees a retirement plan offered through the Oppenheimer Funds Group. Employee contribution up to $10,500 are automatically deducted from their paychecks on a pre-tax basis and Cristi Cleaning matches these contributions dollar for dollar up to 3% of salary. All contributions are fully vested.

**Employee Eligibility:**

Cristi Cleaning agrees to allow all employees to participate who satisfy the following requirements:

- All full-time, non-union, employees who have worked in the preceding two calendar years.

**Employee Contributions:**

All eligible employees may make an election to have his or her salary reduced each pay period. An employee on a calendar quarter basis may modify these elections. Cristi Cleaning makes contribution directly to Oppenheimer Funds into accounts that are set-up separately for each employee. Cristi Cleaning does not "pool" contributions.

**Employer Contributions:**

For each calendar year, Cristi Cleaning will contribute a matching contribution to each eligible employee's account equal to the employees' contribution up to a limit of 3% of the employee's salary. Cristi Cleaning employees are immediately 100% vested in all contributions.

**Investment Selection:**

Each participant can select investments from the Oppenheimer Funds family and decide how much of their contributions will be invested in each fund. Employees have complete control over the investment decisions in their accounts.

## Commitment to the Project

Cristi Cleaning Service has the financial resources in place and personnel reserves on hand to assume the duties and responsibilities of the General Cleaning Services contract at J.F.K International Airport immediately upon notice of contract award. While our organizational structure provides for successful performance by our on-site personnel, it also builds in a system of corporate oversight controls. Mr. Ricardo Lopez, our corporate Vice President, is at the core of our corporate headquarters, monitoring contract performance and providing management insight and support, as necessary, to ensure cost-effective performance commensurate with all contract requirements.

Additionally, Mr. Lopez conducts regular personnel evaluations to ensure that contract performance meets and/ or exceeds all goals, expectations and objectives set forth by the Port Authority. With direct and ongoing involvement at this level from our corporate offices, this contract will receive the highest level of management attentions and corporate support throughout the life of the contract.

## F3. TECHNICAL EXPERIENCE

### F.3.A. Listing of Cleaning Contractors

***NAME:*** ***JOHN F. KENNEDY INTERNATIONAL AIRPORT***

| | |
|---|---|
| PLACE OF PERFORMANCE: | JFK AIRPORT PARKING LOTS, NY |
| CONTACT: | JEFF AGOGLIA |
| | 718-244-3652 |
| E-MAIL ADDRESS: | JAGOGLIA@PANYNJ.GOV |
| WORK PERFORMED: | CUSTODIAL SERVICES OF PARKING LOTS |
| DATE COMPLETED: | 6/1/01 TO 5/31/07 |
| PRICE: | 2,400.000.00 |

***NAME:*** ***LAGUARDIA AIRPORT***

| | |
|---|---|
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT PARKING LOTS, NY |
| CONTACT: | ROBERT BARNES |
| | 718-533-3483 TEL |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | PARKING LOT CLEANING AND POLICING |
| DATE COMPLETED: | 11/1/01 TO 10/31/07 |
| PRICE: | 1,800.000.00 |

***NAME:*** ***JOHN F. KENNEDY INTERNATIONAL AIRPORT***

| | |
|---|---|
| PLACE OF PERFORMANCE: | JFK AIRPORT BUILDING 14 |
| CONTACT: | DAVE HOLT |
| | 718-244-3556 |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| EMAIL ADDRESS: | DHOLT@PANYNJ.GOV |
| DATE COMPLETED: | MARCH 2003 TO DATE |
| PRICE: | 1,800.000.00 |

***NAME:*** ***LAGUARDIA AIRPORT-MARINE AIR TERMINAL***

| | |
|---|---|
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT-MARINE AIR TERMINAL |
| CONTACT: | ROBERT BARNES |
| | 718-533-3483 |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| DATE COMPLETED: | 08/01/07 TO 08/01/2010 |
| PRICE: | 3,944.263.00 |

***NAME:*** ***AVPORTS TETERBORO AIRPORT***

| | |
|---|---|
| PLACE OF PERFORMANCE: | TETERBORO AIRPORT, NJ |
| CONTACT: | JOHN PANARELLO, MANAGER (201) 288-1775 |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| DATE COMPLETED: | 03/01/2007 TO 02/28/2010 |
| PRICE: | 4,323.90 |

## F.3.B Key Employee Resumes

We are including the resumes of the proposed management for this contract.

# *Manuel Gonzalez*

Ex. 1

*Cell Phone (*

## PROFESSIONAL EXPERIENCE

**CRISTI CLEANING INC, HACKENSACK, NJ** — **June 1998 to Present**

***Resident / Site Manager*** — June 2005 to Present

- Prepare payroll bi-weekly
- Execute daily staff schedule for approximately fifty employees
- Responsible for handling snow schedule for the winter season
- Interview new hires
- Compile and maintain records concerning employees vacation, sick time, and tardiness
- Review disciplinary report as needed
- Perform field sit inspection to assure all is correct
- Authorize repairs service on all company's vehicles
- Reasonable ordering supplies
- Knowledgeable in safety measures, such as First Aid and C. P. R.
- Liaison for Port Authority and Cristi Cleaning

***Assistance Manager*** — Fed 2004 to June 2005

- Responsible for preparing payroll bi-weekly
- Handled daily schedule for fifty employees
- Authorized ordering supplies
- Trained new staff for their role
- Supported as backup for supervisor
- Assisted manager on projects as needed

***Evening Supervisor*** — June 1998 to Fed 2004

- Oversee thirteen employees
- Aided as backup for staff shortage
- Implemented disciplinary report on subordinate employee
- Performed field site inspection to assure all is clean
- Assisted management on projects as needed

**MARIO'S AUTO REPAIR SHOP** — **Jan 1991 to June 1998**

***Self Employee / Auto Body Restoration Expert***

- Restored classis cars
- Handled all types of body work
- Negotiated price with client
- Provided client service contract on job performed
- Ordered supplies as needed

## EDUCATION

Colegio San Luis Gonzaga, Cartago Costa Rica

Building Service Contractors Association International

presents this

# Certificate of Attendance

to

Manuel Gonzalez

For Completion of the 2002 Supervision Seminar
and Grants 2 CEU's for Attendance

# Certificate of Achievement

*This certifies that*

Manuel González

*has successfully completed*

## Butcher's Bloodborne Pathogen Training

BUTCHER'S®

bloodborne pathogen training
be prepared

Signature

10/26/07
Date

90039069-0398

**Johny Mantilla**

Ex. 1

**EXPERIENCE:**

June, 2001 - Present

**Cristi Clenaing Service Corp.**
77 Trinity Place, Hackensack, NJ 06701 • Tel: 201-867-7319
***Position:Supervisor***
***Responsibilities:*** To overlook the work, making sure the all the areas are clean and supervised.

May 1999- 2002

**Allied - Spect Guard**
Bld. 14 Jamaica, NY 11430- John F. Kennedy Airport • Tel: 718-553-6093
***Position: Taxi Dispatcher***
***Responsibilities:*** Dispatching Taxi and Customer Service
• Heavy Telephone Coverage in timely manner fashion.

July 1998 - May 1999

**Smart Carte Inc.**
John F. Kennedy Airport • Tel: 612-429-3619
***Position: Associate***
***Responsibilities:***Lead Associate in the Terminal at JFK

Oct. 1987 - Oct. 1998

**A and R Food Services**
JFK Airport Terminal Delta • Tel: 718:632-6662
***Position: Customer Servcie***
***Reposibilities:*** Food Services Preparation

August 1996-Sep1997

**Host Marriot**
Terminal 3 Delta - John F. Kennedy Airport • Tel: 718-995-7796
***Position:*** Food Service Preparation Management
***Responsibilities:*** Food Preparation

January 1992 - May 1996.

**Richanzza Boutique**
Policentro Local #20, Guayaquil, Ecudor SA
Tel: 011-5934-281-595 / 398-063
***Position: Sales Manager***
***Responsibilities:*** Ordering, Purchasing and Sales of Clothing

May 1982- Sep 1992

**Chase Manhattan Bank, New York**
4 Chase Metrotech Center, 10th Floor, Brooklyn, New York 11245
Tel: 718-242-7328 / 7355
***Position: Computer Operator I***
**Responsibilities:** Duties included extensive use of MUS, TSO and Jess II commands, running Production and test job: Management of print quest: job required knowledge of laser and impact printers, mounting of specialized from, verified correct quality and accuracy of print job(Statements, paycheck and miscellaneous reports)

**Skills:**

• Expericned Supervisor and computer Operator who combines strong managereial, planning, solving and communication skills with proven ability.
• Porven ability to intereact effectivley with clients, co-workers and management,
• Able to fuction independlety or work effectively in a team enviroment
• Have supervised and trained support staff.
• Fluent in Spanish and Englsih

References: Available upon request

Building
Service
Contractors
Association
International

presents this

# Certificate of Attendance

to

*Johnny Mantilla*

For Completion of the 2004 Supervision Seminar
and Grants 2 CEU's for Attendance

36156

**THE PORT AUTHORITY** OF NY & NJ

# *CERTIFICATE OF ATTENDANCE*

*This is to certify that*

Mantilla D Johnny *of* CRISTI CLEANING SERVICES

*Employee* *Company*

*has completed Security Identification Display Area Training in compliance with FAA Regulation 107.25.*

*Date of Training:* 12-13-05

*Signed:* Patricia M Gomez

*Instructor*

*This form must be completed and bear an original signature of the instructor to be valid. Return the SIDA Certificate with the individual's ID Card application in order for the form to be accepted and an ID Card issued. A passing exam score must be noted on this form.*

*Date of Birth or S.S.#* 11 / 10 / 59 *Current ID Card Number* _____

*Exam Score* 100%

***The Port Authority of New York and New Jersey • JFK International Airport***

# Eddy Rosario

Ex. 1

Phone
E-mail

**Experience**

2002–current Cristi Cleaning service Queens, NY

**Supervisor**

- Responsible for the safety and performance of the workers under my supervision.
- Managed different types of vehicles like, Sweeper machine, scrubber machine and pick-up truck
- Performed training course for new recruits — speeding the company's performance.
- Suggested check-ups for the machines that helped to keep them working properly for a longer time and also saved money for company.
- Leading team work to improve the company presentation.
- Handling paperwork under the strict supervision of the Port Authority

2001-2002 Tuscan square New York, NY

**Catering**

- Handling the customers' complaints and suggestions.
- Managed sales and inventory.
- Responsible for big amounts of cash.

**Education**

2003-2005 LaGuardia Community College Queens, NY

- Network Administration.
- Completed 43 credits.

1998–2000 University (U.C.E) Dominican Republic

- Computer Science.

Completed 38 credits.

**Skills**

Bilingual, English – Spanish, Microsoft Word, Microsoft office Excel Internet Explorer

**References**

Furnished Upon Request.

Tel.
Cell. (

Ex. 1

# Angel Maldonado

**Objective**

To obtain a challenging position in general maintenance department.

**Experience**

1997–present **Cristi Cleaning Srvc., JFK Airport** **Queens, NY**
***Maintenance***

- General maintenance of parking lots.
- Temporary supervisor for different shifts.

1995–1996 **Vidal Construction** **Caguas, PR**
***Construction worker***

- General construction.

1993–1995 **HI-TECH Auto Detailing** **Caguas, PR**
***Supervisor/ Detailer***

- Automobile detailing.
- Part-time supervisor.

**Education**

1993–1995 **Jose Gautier Benitez, H.S.** **Caguas, PR**

- Achieved high school diploma.
- Two year vocational course in computer programming.
- Achieved diploma.

**Interests**

- Obtaining a general maintenance position.

**Bilingual**

- Speak, read and write fluently in English and Spanish.

**Volunteer**

Puerto Rico National Guard.

- Military officer.

# Certificate of Achievement

*This certifies that*

ANGEL MALDONADO

*has successfully completed*

## Butcher's Bloodborne Pathogen Training

BUTCHER'S®

bloodborne pathogen training
be prepared

Signature

5/5/01
Date

90039069-0398

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Service
Contractors
Association
International

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# Certificate of Attendance

to

Angel Maldonado

For Completion of the 2002 Supervision Seminar
and Grants 2 CEU's for Attendance

# David Brathwaite

Ex. 1

## Summary

- Skilled at learning new concepts quickly, working well under pressure, and communicating ideas in a clear and effective manner.
- Very detail oriented.
- Willing to learn quickly and is able to adapt to new environments easily.
- Equipment Specialist.

## Education

**Institute of Design and Construction**, Brooklyn NY — *1987-1989*
- Architecture

**Greater New York Academy** — *1980-1984*
- High School Diploma received 06/1984.

## Career History & Accomplishments

**Cristi Cleaning,** Queens New York — *1998-Present*
- Weekend Supervisor

**Peter's Architecture Carpentry**, New York — *1994-1998*
- Design and Carpentry

**New Paradise Ambulate**, New York — *1998-1989*
- Driver
- Assisted passengers with disabilities

**J&B Auto**, New York — *1987-1988*
- Auto Repair

## References:

Available upon request

# Certificate of Achievement

*This certifies that*

David Braithwaite

*has successfully completed*

## Butcher's Bloodborne Pathogen Training

BUTCHER'S®

bloodborne pathogen training
be prepared

*Signature*

10/26/01
*Date*

90039069-0398

## F.3.C Qualification Requirement of Key Personnel

**Training Plan**

CRISTI have qualified personnel competent in the skills needed for their assigned positions. Incumbent personnel and new hires will be selected for their demonstrated skills and experience. We will, however, provide a refreshment training program to our employees with the exact equipment and systems they will be operating and to improve their overall skill levels.

During the course of the project, we will provide additional training at both the working and supervisory level. Our goal for the training program is the ongoing enhancement of work force productivity, safety, security and stability. This will be achieved by implementing a training program designed to develop an experienced, capable pool of "promotable" employees. By fostering internal promotion, we provide clearly defined career paths; increase individual employee motivation and work force stability.

All employees, including part-time and on-call personnel, will receive orientation training on the importance and necessity of strict compliance with all quality control, safety, and security policies and procedures. The orientation will occur during the initial phase-in period. Employees hired after the phase-in will be given this introductory briefing during their processing period, before they begin actual work. Training will be provided to familiarize new employees with CRISTI, our policies and procedures, and the facilities and equipment they will be using.

Our Training Program consists of five phases:

1. Classroom Training;
2. On the Job Training;
3. Supervised Practice;
4. Evaluation;
5. Follow-up.

We emphasize the use of the latest videotape material from the Building Services Contractors Association International (BSCAI) and other sources for both initial and continual training.

Our training program is the key component in providing quality service. Our goal is to thoroughly familiarize each staff member with his own job description and a description of services to be provided. Through a combination of on the job training, classroom training and visual aids, each person will be trained in the science of their respective duties and responsibilities.

The Project Manager and supervisors, depending on the position involved will provide on-site training as necessary. Corporate training specialists are available to implement supervisory training programs and special instruction for non-supervisory personnel on new techniques and products.

An orientation and training program will be developed to address both categories of employees: supervisory and non-supervisory labor. The program for both categories will include topics such as standards of conduct, duties, and responsibilities, safety, quality control, energy conservation tactics, emergency measures, and our own company policies and procedures. CRISTI firmly believes that the orientation and initial training provided to employee's forms the foundation for a highly qualified and professional project staff. Topics pertinent to supervisors will include subjects

such as supervisory techniques, work control, time management and job-related problem solving. The personnel orientation and learning program addresses such topics as work assignment, proficient task accomplishment (by each skill category), work efficiencies, and time utilization.

In addition to the introduction of new knowledge, our training program is designed to reinforce and develop existing skills. Our comprehensive training program includes on-the-job training and an extensive library of self-instructional courses. The reference material includes handbooks, workbooks, equipment manuals, and audiovisual tapes covering a wide range of custodial maintenance topics. Reference materials are among the best and most current available.

**Employee Training**

Because our product is the service performed by our people, human resources are our most valuable asset. Accordingly, CRISTI is firmly committed to the constant development of our internal labor pool. We firmly believe in developing well-rounded, highly qualified, employees. During the initial training program our Service Manual will be distributed to every employee. The manual defines the procedures for regular and periodic chores we have found to be most effective in carrying out their tasks. The manual is designed as a reference guide to direct employees in the performance of contract requirements.

We require our employees to actively participate in training courses covering technical aspects related to their areas of responsibility. The training programs may take many forms, including on-the-job instruction, sel-instructional training courses, audiovisual programs, and group discussions. We strongly support employee suggestions for improving operations.

Our training program for on-the-job instruction provides the trainee with hands-on experience. Under the close direction of a supervisor, training time usually consists of 15% explanation, 25% demonstration, and 60% practice. Although this distribution will vary according to a specific job and skill level, most emphasis is placed on practice, since the employee learns best by actual performance.

To round out our training program, we use specially developed, self-instructional courses covering various aspects of maintenance services. These courses are arranged to make subjects easy to understand and important information easy to remember. Material is presented in a concise manner. The language is simple, and the courses are aimed at trainees who are not necessarily book oriented. The programs introduce and orient personnel to:

1. Cleaning Chemicals
2. Powered Equipment
3. Carpet Care
4. Floor Care
5. Rest Room Care

Periodically, small groups of personnel will assemble with their supervisor to discuss technical topics. During these meetings, supervisors disseminate information regarding the latest improvements in maintenance techniques, products, and equipment. Workers are encouraged to present their ideas to improve methods associated with their areas of responsibility. This stimulation of ideas frequently yields economy, enhanced results, and performance that ultimately contributes to greater client satisfaction and cost effectiveness.

Aside from the tangible benefits evolving from improved methods, the personal satisfaction that employees derive from seeing their ideas being implemented is also rewarding and a strong source of job motivation.

**Training of Other Personnel**

CRISTI realizes that not all training can be the same. Instead, the training must be tailored to the specific needs of the personnel and their work requirements. For personnel other than supervisory and maintenance staff, we have developed the following customized training program.

Training will be geared to on-the-job training and cross training. Supervisors are responsible for all safety related training including the hazard communications program (OSHA Right-to-know Law), proper use of tools and equipment (including personal protective equipment) and task specific safety training. They will also be responsible for identifying and recommending technical seminars and training programs to keep employees' knowledge current. Training records will be placed in the official personnel files.

- Orientation. Each employee receives orientation training related to performance. Corporate training specialists explain corporate overview, policies and procedures and project mission. Each new employee will become familiar with duties pertinent to his/her job, and with the logistics of the operation, such as procedures to obtain necessary parts and materials. In addition, our high standards for quality performance will be emphasized, our quality and safety programs explained, and worker's responsibilities reviewed.

- On-the-Job Training (OJT). The most effective method of teaching is personalized on-the-job training under actual operation and maintenance conditions. Supervisors provide hands-on training tailored to new procedures, equipment, and/or the hazards of each work task. Our approach to OJT is to: determine the personnel who are to receive the training; design a course tailored to the system and the personnel involved; assign instruction and establish a training schedule that will not interfere with operations.

- Cross Training. Cross training will be used to provide personnel with more than one skill or application of skills to new processes/equipment.

**Training Program for Supervisory Personnel**

The successful performance depends on the ability of supervisors to direct and motivate their staffs effectively. It is our policy to enhance our supervisors' management skills and technical knowledge. Topics covered in supervisory training include:

1. Basic Supervision - Outlines, in detail, the duties and responsibilities of supervisors, and the importance of supervisors and their role in our professional management structure. Areas such as job specifications, client interface, complaint handling, assignments, absentee coverage, employee discipline, rules and regulations enforcement, care and responsibility for equipment, quality inspections, enforcement of safe work practices, and administrative responsibilities are covered.

2. Motivation of Personnel - Designed to reduce unnecessary employee turnover as well as the cost arising from administrative and training expenses associated with hiring unskilled and semiskilled personnel. This topic stresses the need for supervisors to be morale-conscious, and to convey a sense of acceptance, belonging, and esteem to all subordinates. The following motivational techniques are also discussed:

   A. Giving qualified personnel additional responsibility.
   B. Creating an interest in the job.

Supervisory training will be provided on-site thorough small, informal sessions. The procedures, guidelines and concepts will be presented in a manner, which meets the specific needs of our supervisory team. Below is an overview of the major topics, which will be discussed:

1. The project organization, its goals, and objectives.
2. The Supervisor's management role.
3. Responsibility for organization goals:
   A. Workmanship
   B. Equipment reliability and condition
   C. Schedule compliance
   D. Work planning
   E. Client relations
   F. Cost Control
   G. Preventive Maintenance
   H. Safety
   I. Security

4. Supervisory Techniques:

   A. Employee development and training
   B. Morale maintenance/Motivation
   C. Work efficiency
   D. Discipline
   E. Employee Counseling

5. Performance Evaluation Considerations

6. Pitfalls to be avoided

7. Promoting open discussion and fair exchange of ideas.

Our management development program incorporates the following:

1. A supervised management-training program.
2. Seminars sponsored by the BSCAI.
3. Certification as Registered Building Service Managers (RBSM) and Certified Building Service Executives (CBSE).

As indicated above, this program will be supplemented and tailored to the needs of our supervisory staff by corporate training specialists, incorporating the use of special-subject, audiovisual productions and seminars.

**Security**

Cristi Cleaning is aware of the importance of security at J.F.K International Airport. We will formulate and use a Security Training specifically designed for the contract. Our Project Manager will be our designated issuing officer for the contract. As the point-of-contact on all security matters, our Project Manager will be responsible for:

1. Implementing Cristi Cleaning's Security Training.
2. Applying identification passes in a timely manner and in accordance with our Security Plan.
3. Following necessary procedures for applying for security clearances.
4. Interfacing with J.F.K International Airport security personnel.
5. Attendance of all security seminars.

**Identification**

In addition, our Project Manager will ensure, on a daily basis, that all on-site employees working at the PA facility possesses a company identification prior to beginning his/her tour of duty.

Our Project Manager will ensure that each CRISTI employee is made available for photo identification badges, as required by the company, These badges will be issued individually, following the receipt of a favorable security report on the employee. CRISTI employees will sign their badge at the time they are photographed.

## *OSHA Compliance*

CRISTI agrees that all work performed by or at the direction of CRISTI hereunder shall be performed in compliance with all laws and with the requirements of the Occupation Safety and Health Act of 1970. CRISTI shall be fully responsible for the safety and health of all persons engaged by CRISTI, and all safety training related to OSHA regulations safety, universal precaution, etc.

## Employee Motivation and Incentive Programs

All CRISTI employees are constantly motivated by their immediate supervisors to perform in an excellent manner. Incentive programs are used to encourage high quality performance, good attendance and good work habits. We have developed a system of awards that are made to those that are recommended by a supervisor. The reward naturally depends on the importance of the task and the employee's reaction to it.

## Quality Assurance Plan and Customer Service Initiatives

Cristi Cleaning Service's quality assurance plan for the General Cleaning Services at J.F.K International Airport applies to all services we will provide under this contract. Our plan is designed to ensure:

- Compliance with the requirements of the contract
- Quality workmanship in all areas
- Clear, precise, complete and appropriate work instructions
- Timely correction of identified deficiencies
- Procedures for preventing recurrence
- Complete customer satisfaction

Quality Assurance Organization

Overall quality assurance for this contract will fall primarily under the auspices of the Project Manager on-site. He will be directly assisted in this aspect of the contract by our supervisors, all of who will conduct regular inspections and audits of performance and meet with Port Authority representatives on a regular basis to discuss quality assurance issues. He will meet also on a scheduled basis with the supervisors to discuss the results of inspections and methods for correcting deficiencies. He will have complete corporate support in all decisions regarding corrective action including personnel training, changes, obtaining additional resources and responding to customer requests. The Project Manager will report directly to our corporate Vice President, who will have ultimate responsibility for quality assurance of this contract at the corporate level. Additionally, our Vice President, Mr. Ricardo Lopez will have ultimate responsibility for training personnel as it pertains to this contract.

Project Manager Quality Assurance Responsibilities

- Review contract requirements to ensure that they are precise, clear and complete
- Ensure that quality control policies and procedures are consistent with Port Authority mandates
- Formulate, administer and modify our on-site quality control plan to deal with site-specific requirements and procedures
- Initiate and maintain lines of communication on contract quality policies, procedures and actual performance with the designated Port Authority representative
- Act in an advisory role on-site for all quality assurance matters
- Conduct required quality control audits & submit reports to company headquarters
- Conduct inspections of all custodial activities to ensure compliance with contract specifications

- Maintain quality assurance/quality control program files and records
- Recommend action to correct defects
- Monitor and inspect contract records
- Coordinate quality matters with corporate personnel

The Project Manager will be supported by our corporate quality assurance department, under the direction of Mr. Ricardo Lopez, as stated previously. This department provides technical support on quality issues and performs periodic quality audits of the program.

Contract Employees

It is imperative that all Cristi Cleaning Service employees pay close attention to quality workmanship. Therefore, all employees on the cleaning contract assigned to J.F.K International Airport will have the following responsibilities:

- Deliver services only in accordance with contract specifications, approved safety practices, work methods and procedures
- Report improper or unsafe conditions and practices immediately to a supervisor
- Undertake no job that is not fully understood
- Make suggestions to supervision for the improvement of quality and quantity of services provided
- Attend quality control meetings as directed

Quality Control Policies

Cristi Cleaning Service's quality control program provides management with comprehensive, objective evaluation of staff and support capability. The purpose of our program is to ensure that, on a regular and routine basis, all services are:

- Performed on schedule and to the complete satisfaction of our client
- Performed in a manner which constantly improves quality levels

- Performed using industry acceptable methods, equipment and procedures
- Inspected to identify the level of service provided
- Documented every step of the performance period

Quality Control Procedures

Our quality control program embodies high standards of management and systematic quality control methods that have been continuously improved during Cristi Cleaning Service's 27 years in the janitorial / custodial business. Our built-in quality control procedures ensure surveillance and analysis as integral parts of total contract performance and create quality standards through the assessment of specific tasks required in each contract area.

By necessity, this program must be dynamic and flexible in order to adjust to changing requirements during the execution of the contract. The following procedures will ensure that all services required under this contract are provided at a satisfactory level of performance:

- Formal inspections of the entire facility conducted by our Project Manager, and Supervisors daily to ensure services are being performed completely, correctly and consistently
- The use of checklists for inspections to ensure comprehensive coverage of requirements
- Formal inspections on a monthly basis, at a minimum, by our corporate Vice President of Operations
- Project Manager, and Supervisors will conduct quality meetings on a regularly scheduled basis with assigned personnel to review and discuss: The results of performance, inspections, corrective actions, schedules and assignments for the preceding period; goals, strategies and objectives for the upcoming period; and potential problems and/or obstacles which may affect the achievement of higher standards, or which may potentially contribute to diminishing quality.

- Upcoming schedules are reviewed and compared to preceding schedules to ensure that all scheduled services are complete, or re-scheduled if not up to desired standards; to plan and coordinate actions necessary to prevent any diminishing in quality levels; and to discuss methods of improving the quality of services being provided.
- Systems are developed which can pinpoint "potential" problems and/or problem areas before they become "actual" problems
- Files will be maintained in the Project Manager's office of all inspections conducted and the corrective actions, if any, taken. These files will be maintained throughout the length of the contract and be made available for Port Authority inspection upon request.

The above quality control procedures will apply to the full range of functions and activities within the scope of work as outlined in the solicitation and contract and are designed to provide an accurate, timely measurement of our performance.

Quality Control Inspection System

Our quality control inspection system is designed to detect and correct minor deficiencies before they become full-blown problems. Additionally, it establishes protocols for detecting, identifying and documenting discrepancies; providing corrective action(s) in a timely manner; and preventing recurrence of deficiencies. We manage this through the utilization of various types/methods of inspection. Specifically, the types of inspections our personnel will perform for this contract include:

Random Sampling

This inspection method is used as an inspection technique when the work being checked is repetitive and sufficiently voluminous to make scheduled, 100% inspection impractical. This type of inspection would be used primarily for those services which are performed daily such as the majority of station services, routine services, etc. Periodic

cleaning, extraordinary cleaning and snow removal and/or flood response would be inspected as performed.

Periodic Inspection

This method is used when work is being performed on a frequent and/or continuous basis (i.e. station work). This method is especially effective when evaluating repetitive work. Checklists are used to identify what to look for during the inspection and to provide a method for determining whether the work in progress, or the completed work is acceptable or unacceptable. The acceptability of performance is based on the number of checklist items that do or do not meet the stated standards.

100% Inspection

This method would be used when services demand a close examination of all work requirements compared against defined specifications during a pre-determined performance period. This method is especially effective in instances where requirements are critical (i.e. safety, appearance, etc.) And when inspection of specific items is practical. This method would not be utilized for overall performance in this contract as there are many ongoing services being performed repetitively throughout the airport's operating hours.

Visual/Spot Inspection

This method is probably the most important method we would use on this contract. It allows us to ensure that work is being performed to standard; enables on-the-spot corrections as directed by the inspector; can be utilized throughout one working shift to inspect a large service area; would always be unscheduled to ensure personnel are aware that their performance may be inspected at any given time, day or night; and enables our supervisory personnel to maintain constant awareness of the condition of the facility at all times.

Corrective Action Inspection

These inspections are obviously performed in instances where performance is, or was, substandard to ensure that the service has been corrected in accordance with all specifications. These inspections are logged as they are performed, with the final inspection report being forwarded to the Project Manager for review and filing. These records are important as they enable us to see if and where there may be trends of poor or non-performance happening, enabling us to take the proper corrective action necessary to alleviate the problem.

Our Project Manager and Supervisors will perform inspections on a daily basis for work both in progress and which has been completed. These inspections will be performed by walk-throughs throughout the facility. Each of these individuals will have the complete authority to direct corrections to any deficiencies found during their inspections.

## Customer Service Initiatives and Implementation

The success of Cristi Cleaning Service depends upon the quality of the relationships between our company, our employees, our customers, our suppliers and the general public. Our customers' impressions and their willingness to deal with us is greatly formed by the people who serve them. In other words, regardless of position, every company employee is a direct representative of our company. In that sense, the more goodwill promoted by each employee, the better received that our services are. We insist on a number of steps/directives for each employee to utilize to help promote the image of our company and, in conjunction with that, the image of the clients for whom we provide services. Those steps/directives are:

- Act competently and deal with customers in a courteous and respectful manner
- Communicate pleasantly and respectfully with customers and other employees at all times
- Take great pride in your work and enjoy doing your very best

- Provide businesslike replies to inquiries and requests
- Perform all duties in an orderly and professional manner
- Follow-up on questions promptly

These are the building blocks that Cristi Cleaning Service utilizes for our personnel in order to ensure success. We fully realize that our personnel, in the performance of their duties, are seen by the public on a daily basis and that they must, at all times, represent both our company and our client in the most professional manner possible. Therefore, our own, internal goals fall directly in line with the goals of the Port Authority in its initiative(s) to enhance and provide world class customer service.

As part of our intensive training program which covers not only cleaning basics, but safety, health, environmental concerns and other items which affect custodial personnel on a daily basis, we also provide training in customer relations and customer service. As a service company, we firmly believe that first appearances, as well as continuous superior service, are items that have allowed us to grow and prosper since our beginnings in 1980.

The training we will provide all of our assigned personnel will encompass, first and foremost, the Customer Service Airport Standard Manual of the Port Authority. Our personnel will be informed that they are expected to not only know those standards, but that they are to live up to them in the day-to-day performance of their assigned duties. We will stress attitude, appearance and knowledge as they apply to both the Port Authority Standards and the daily performance of their jobs.

### Payroll Processing

The Project Manager who submits time records to our Payroll Department on a weekly basis prepares information relating to payroll. All payroll records will be made available to the PA if required to assure compliance with the contract.

A time sheet located in the facility management office and at the PA facility will be used to keep an accurate accounting of actual arrival and departure times of all non-supervisory personnel to determine punctuality. Time Sheets will be checked to monitor attendance and to keep track of any overtime hours being expended. Frequent tardiness will not be accepted and individuals abusing work-reporting requirements will be counseled whenever a tardiness or early departure pattern begins to appear.

### *Recruitment Procedures*

CRISTI will use a two-tiered approach to recruiting qualified, dedicated and professional personnel. The objective of our recruitment plan is to identify and hire personnel with the broadest capability and experience. At the management level, this provides a broad spectrum of expertise that can be used to enhance contract performance. At the working level, this allows CRISTI to assemble a permanent core staff to perform all requirements.

The first tier of our recruiting approach focuses on initial recruitment efforts. During this time we use various recruiting techniques to identify the most qualified personnel. Our first technique involves examining our employee files to determine our ability to transfer current employees working at other projects. Our second technique involves examining our Human Resources files to find any personnel who can be used on the project. Our third technique involves placing

advertisements in local area newspapers. The second tier of our recruiting approach focuses on continuous recruitment efforts. We continually advertise for qualified personnel. The resumes we receive make up a pool of qualified personnel that we maintain on file for future recruitment.

**Screening and Selection**

CRISTI emphasizes the importance of screening and selection when recruiting and hiring personnel. We believe that by using our initial screening process we ensure a quality and professional work force. This work force provides the highest quality performance. Professional interviewers screen applicants. We follow up with detailed reference checks. Screening includes a background check done by a third party.

**Orientation and Start-Up**

To further ensure superior performance, CRISTI's Human Resources specialists present all personnel with a two-day orientation session. On the first day, the orientation session allows CRISTI to present a general overview of the company. The specialists discuss what is expected of the employee and what the employee can expect from CRISTI. Particular attention is paid to reviewing our Employee Handbook. On the second day, the specialists will present a project-specific orientation. Topics discussed will include safety, quality and security.

**Awards, Bonuses and Recognition Programs**

In addition to the items discussed (wages and supplemental benefits), we also provide our personnel with an incentive plan. The elements of a successful incentive plan include careful planning, consistent execution and regular review. Goals should be realistic and

well defined. We are going to need a program which will be specific and achievable. One of the major goals of this program for the Port Authority will be focused on customer courtesy and responsiveness. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:

- Attendance
- Punctuality
- Neatness
- Quality
- Productivity
- Safety
- Teamwork
- Training participation

Awards and bonuses for superior customer service may be presented to:

- Employee of the month
- Crew of the month
- Employee of the year

This award, bonus and recognition program allows us to reward employees who represent not only Cristi Cleaning Service, but also the Port Authority in the best possible light to the travelers and visitors who will pass through J.F.K International Airport.

**Job Enrichment**

Our policy is to make the employee realize that the job and the individual are very important in the performance of the overall contract. We will encourage our supervisors to praise individuals for a job well done and to stimulate independent thinking among their staffs, promoting job efficiency.

**Professionalism and Appearance of Staff**

As representatives of CRISTI and in keeping with our corporate policy, our employees' professional image is regarded as another facet of the total service product we provide our customers. All of our employees and subcontractors (if required) personnel will be required to conduct themselves in a professional manner, and develop a congenial working relationship with tenants, visitors, and other subcontractors (if required) at the PA Facility. When the janitorial, supervisor/managerial personnel report to work each day, a presentable appearance will be expected. Good grooming and personal hygiene will be stressed and enforced. The janitorial and utility staff will be expected to keep their uniforms in good conditions and regularly laundered.

Uniforms

Although one cannot put a value on image, its importance cannot be questioned. CRISTI recognizes that to obtain new business and maintain current business we must provide a professional image to our customers, such as the PA, as well as the public. The way CRISTI employees look can add or deter greatly from that image. CRISTI has entered into an agreement with a nationwide uniform company to provide us with professional uniforms for each job classification.

### *F.3.D Technical Expertise and Experience*

Cristi Cleaning Service has been performing these services for the last past nine years with excellent performance and customer relations. Cristi has in place methods, plans and procedures to ensure world-class services of all general cleaning requirements for JFK International Airport. We understand the solicitation and the level of service desired by the Port Authority and we are fully prepared to provide not only successful, but highly superior performance in all facets of this contract. We are dedicated, experienced, capable and highly successful in our field and believe that these attributes provide all for our clients with outstanding service, superior performance to that provided by most contractors in this field. We firmly believe that our proposed staffing including wages, supplemental benefits, holidays, vacations sick and personal days plus all the equipment proposed will enable us to function in a manner that will enhance the appearance of JFK International Airport and will provide superior level of surroundings for the travelers, visitors and employees who are in the airport on a daily basis. We have been performing to this level, as the Port Authority well knows, and fully intend to continue our history of excellence performance on this contract. Our manager, supervisors and headquarters key personnel performing services at JFK have successfully completed a background check and attended a three hours Security Identification Display Area (SIDA) Class. In case of breakdown or time for services, Cristi will have available 1 extra Elgin and 1 extra air cub at all times. We propose a full time mechanic on duty with the flexibility to move him to different shifts. This is especially important in the wintertime when snow will without a doubt cause the breakdown of equipment. We also understand the importance to differentiate between the levels of responsibilities of our employees, for example sweeper drivers who operate machines with very high technology require a CDL License. Due to this extra precaution training, we propose to pay a salary differential.

## *Management of Cleaning in Similar Facilities*

### *JOHN F. KENNEDY INTERNATIONAL AIRPORT*

| | |
|---|---|
| PLACE OF PERFORMANCE: | JFK AIRPORT PARKING LOTS, NY |
| CONTACT: | JEFF AGOGLIA |
| | 718-244-3652 |
| E-MAIL ADDRESS: | JAGOGLIA@PANYNJ.GOV |
| WORK PERFORMED: | CUSTODIAL SERVICES OF PARKING LOTS |
| DATE COMPLETED: | 6/1/01 TO 5/31/07 |
| PRICE: | 2,400.000.00 |

### *LAGUARDIA AIRPORT*

| | |
|---|---|
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT PARKING LOTS, NY |
| CONTACT: | ROBERT BARNES |
| | 718-533-3483 TEL |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | PARKING LOT CLEANING AND POLICING |
| DATE COMPLETED: | 11/1/01 TO 10/31/07 |
| PRICE: | 1,800.000.00 |

### *JOHN F. KENNEDY INTERNATIONAL AIRPORT*

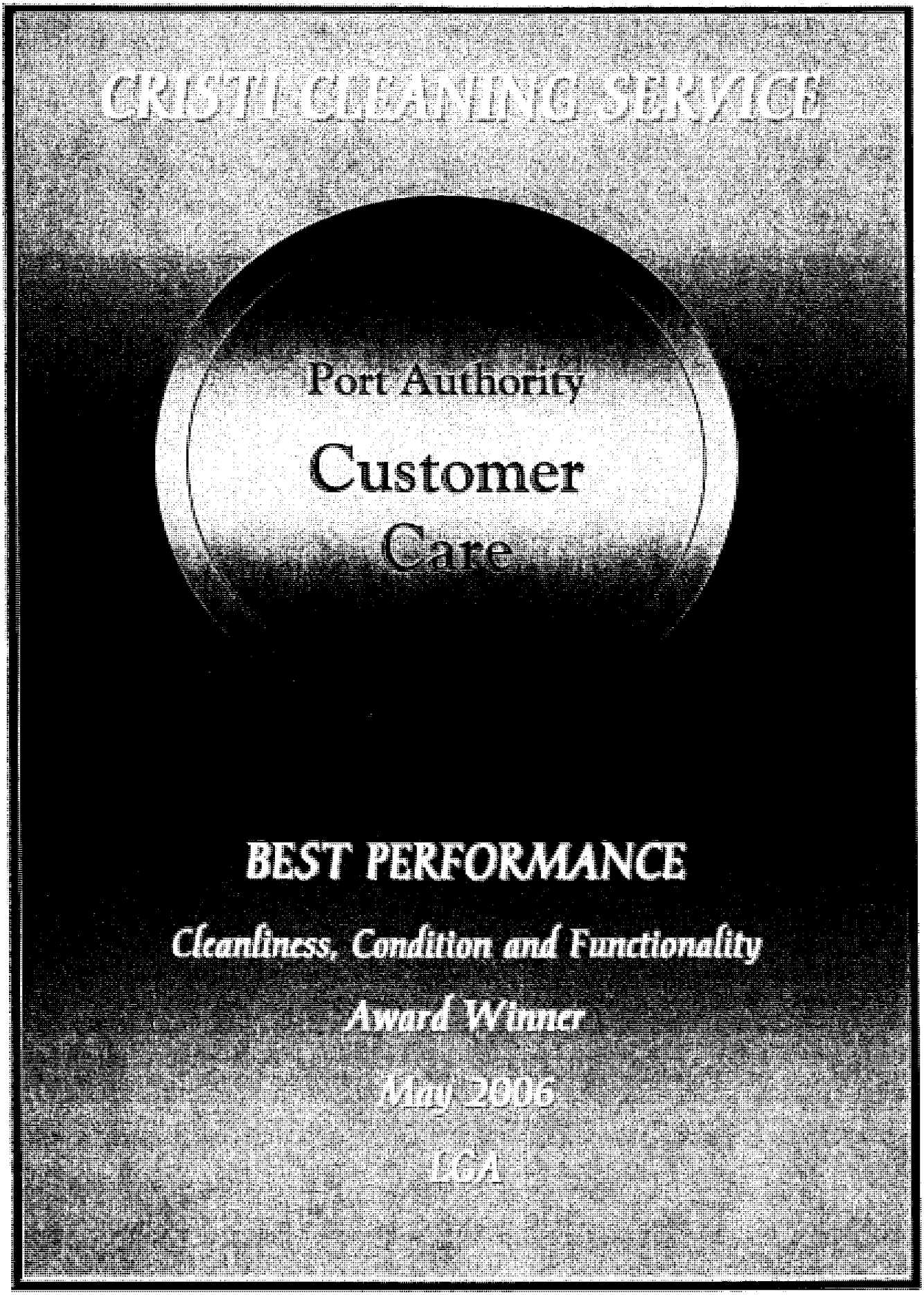
| | |
|---|---|
| PLACE OF PERFORMANCE: | JFK AIRPORT BUILDING 14 |
| CONTACT: | DAVE HOLT |
| | 718-244-3556 |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| EMAIL ADDRESS: | DHOLT@PANYNJ.GOV |
| DATE COMPLETED: | MARCH 2003 TO DATE |
| PRICE: | 1,800.000.00 |

### *LAGUARDIA AIRPORT-MARINE AIR TERMINAL*

| | |
|---|---|
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT-MARINE AIR TERMINAL |
| CONTACT: | ROBERT BARNES |
| | 718-533-3483 |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| DATE COMPLETED: | 08/01/07 TO 08/01/2010 |
| PRICE: | 3,944.263.00 |

### *AVPORTS TETERBORO AIRPORT*

| | |
|---|---|
| PLACE OF PERFORMANCE: | TETERBORO AIRPORT, NJ |
| CONTACT: | JOHN PANARELLO, MANAGER (201) 288-1775 |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| DATE COMPLETED: | 03/01/2007 TO 02/28/2010 |
| PRICE: | 4,323.90 |


CRISTE CLEANING SERVICE
Port Authority
Customer
Care
BEST PERFORMANCE
Cleanliness, Condition and Functionality
Award Winner
May 2006
LGA

## Utilization of Computers in Scheduling, Reporting, etc.

Cristi Cleaning Service has been, for a number of years, utilizing computer programs for scheduling, reporting and maintenance of all our financial records. Additionally, our quality assurance program is completely computerized to remove any individual interpretation of performance, which quantifies the highest standards of performance. The computerized results of this program highlight areas that may need remedial measures so that all supervisory staff may be proactive in their scope of operation.

Our system is designed to help quickly set up standards procedures for our company. It allows us to hold a complete schedule of project work throughout the year. Work calendars are used by the program to show which days are available at a particular job. It gives us the opportunity to add, change or delete information pertaining to any project. This enhances our ability to be more flexible with any inconsistencies that may arise throughout the term of the contract.

Cristi Cleaning Service is a well-respected, highly successful building services company that has the knowledge, expertise, financial wherewithal and drive to ensure successful performance of all the requirements the Port Authority is requesting in its solicitation. We are currently performing other contract for the Port Authority, therefore, it is common knowledge with this agency that we are extremely capable of making this contract succeed and in many instances will even exceed all expectations. We are a local company, well-established, with the vendors, financing, personnel, skills and knowledge to ensure *Total Client Satisfaction* in all aspects of performance. We appreciate the opportunity to participate in this procurement effort and believe completely that we are the logical choice for award of this contract.

## F.4 STAFFING MANAGEMENT

### F.4.A Wage Rate

Cristi is the current contractor at the facility with wages and benefits set for specifically at this site. If Cristi is awarded with the new contract under no circumstances our employees will suffer any diminution in wage rate and benefits.

### F.4.B Wage/Benefit Compliance Plan

It has always been the philosophy of Cristi Cleaning Service to look for better ways of rewarding our work force in a competitive industry where salaries and benefits are not always the best available. Cristi Cleaning Service understands very strongly the disre of the Port Authority to help small businesses grow and give the opportunity to offer better wages to our employees. We do not possibly contemplate on not providing our personnel with the wages and benefits they are entitled to. Our wage and benefit plan is overseen by the company President, Vice President and Office Administrator. Wages and benefits are reviewed on a weekly basis, with records available for customer review upon request to ensure compliance with prevailing wage and benefit rates. Since we have started performing services for the Port Authority, our compliance record in this function is impeccable and one that we are proud of providing our personnel.

**Self-Assessment Plan**

On a monthly basis, we will produce the attached sample wage and benefit statement. The statement and supporting documentation will ensure compliance with the wage and health supplemental benefits as per the contract. Should we, for any reason, be found delinquent and/or responsible for having underpaid any employee as pertains to wages, benefits, pension plans, or other employee incentive programs, we would immediately

increase each affected employee's salary a pro-rated amount in order to cover the deficiency. This would be in addition to any increase(s) mandated by law and would continue until each affected employees has received the full benefits due to him or her. Ours is a company with highly dedicated employees and we take great care to ensure that all pay and benefits are at or above those mandated by relevant laws and regulations.

**Employee Retention Plan**

Cristi Cleaning Service's staff turnover on contract of this magnitude is virtually non-existent. We are offering a decent wage, fair benefits, job security , bonus, incentive and award programs based on performance, and the most important and effective training in the industry will be provided to all employees, all these factors will attact and retain the most qualified and experienced personnel.

For Example Only

# Cristi Cleaning Service Corp
# JFK International Airport - Parking Lots
# Wage and Benefit Statement
# June 1st 2007 to June 30th 2007

| | Regular Workers | Supervisors | Managers |
|---|---|---|---|
| ***Wages*** | | | |
| Straight-Time Wages | $0.00 | $0.00 | $0.00 |
| ***Supplemental Benefits*** | | | |
| Sick,Vacation and Holiday | 0.00 | 0.00 | 0.00 |
| Health/Welfare | 0.00 | 0.00 | 0.00 |
| Union Dues | | 0.00 | 0.00 |
| Wages & Supplemental Benefits Combined | $0.00 | $0.00 | $0.00 |
| Hours | 0.00 | 0.00 | 0.00 |
| Calculated Average Hourly Wages & Supplemental Benefits | 0.00 | 0.00 | 0.00 |
| Contract Requirements | 12.58 | 17.79 | |
| Differential | ($12.58) | ($17.79) | |
| Amount due | $0.00 | $0.00 | |

## F.4.C Wages and Benefits Adjustment

Cristi will adjust W.B. during the life of the contract, according to the RFP # 13304 under Part 1 Contract Description #2 Duration / Escalation.

## F.4.D Training and Health Benefits Program

Please refer to F.3.C Training Plan and see the attached book "Local 348 – Health and Welfare Fund" for the health benefit program.

### Information Related to Contract Requirements

Please refer to F.3.D "Technical Expertise and Experience"

### F.4.E Identity Check / Background Screening Plan

Cristi is aware of the importance of security at J.F.K facility. Our manager, supervisors and headquarters key personnel performing services at JFK have successfully completed a background check and attended a three hours Security Identification Display Area (SIDA) Class. All background checks on new employees will go back ten years at a minimum. Background checks will be done by a third party use by Cristi to all our locations. Our Human Resources Department is charged with the responsibility of contacting former employees and other references prior to hire.

### Company Identification

All employees of CRISTI are required to have and display ID Cards while in PA premises. The card prominently displays the employee's name, our company name and can include any other information that the PA might require.

### Time Period

We expect to receive reports on the background checks no more than two weeks after submitting the information.

## G. ACKNOWLEDGMENT OF ADDENDA

We acknowledge the receipt of all addendums to this procurement

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 06/07/2007**

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 13304 for General Cleaning and Machine Sweeping at John F. Kennedy International Airport Parking Lots and Associated Areas

☒ Due back on June 19, 2007, no later than 2:00PM

☒ Originally due on June 12, 2007, no later than 2:00PM

**The following changes are hereby made in the documents:**

A. **This Proposal is hereby postponed until June 19, 2007. Proposal are due back on this date no later than 2:00PM.**
B. **Page 13 of Information for Proposers, Section F. Proposal, Paragraph 4, Staffing Management, subparagraph b), line six: delete the word "average".**
C. **Delete page 19 of Information for Proposers, Attachment A, in its entirety and replace it with the attached labeled Attachment A, Revised 6/6/7.**
D. **Page 22 of Attachment B, Paragraph S5 – Personnel Requirements, add the following language:**

**"Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten John F. Kennedy International Airport A.O.A. Security identification Card Application for each Manager and Supervisor performing services under this Contract. No Supervisor or Manager will be allowed to perform under this Contract unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the Facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be included in the Contractor's Annual Lump Sum Price."**

PS11All

E. **Page 25 of Attachment B, Paragraph S9, Materials, Supplies, Equipment, subparagraph B., 7th item on list: delete the word "discharge".**
F. **Pages 37-43 of Attachment B, Part III, Cost Proposal Form, Delete these in their entirety and replace with the attached labeled, Attachment B, Part III, Cost Proposal Form Revised 6/6/7.**
G. **Page 2 of Exhibit A, Routine Cleaning, Section C, line two: Insert the words "in each of the lots listed below," between "...one cleaner per shift..." and "...seven days per week..."**
H. **Page 5 of Exhibit A, Night Garage Sweeping, second paragraph, line two, last word: Change word from "Blue" to "Red".**

**For Informational Purposes Only**
**Current payroll records, which include the hire dates of the employees currently assigned to this contract, are attached.**

QUESTIONS & ANSWERS
The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a proposer does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

**Question # 1**
Will the Port Authority provide office space and parking permits for the trucks when they are not being utilized on shift?
**Answer:**
Office space is available as well as non-exclusive locker room facilities and restrooms. Refer to page 33, Section S16, "Space Provided the Contractor". All vehicles specified in the document that are used exclusively on site during its tour of duty, shall be permitted to be stored at the facility. There shall be two (2) vehicle spaces available for parking of the Contractor's vehicles after tour duties. Refer to page 31, Section S13, "Contractor's Vehicles – Parking – Licenses".

**Question #2**
Regarding staffing that is dedicated by station, can we use this staff to cover other stations or must they remain in those designated areas throughout the shift?
**Answer:**
Station workers must remain dedicated to the stations that they are filling. They may not be utilized to cover other stations, perform project work or any other duties while assigned to a station.

**Question #3**
On page 5 of Exhibit A, Night Garage Sweeping, Do you require two (2) or four (4) sweeper operators per shift?
**Answer:**
Two operators are required. One operator is required for the blue and yellow garages and one operator is required for the red and green garages.

**Question # 4**
Do the drains go to an approved catch basin or does the water have to be reclaimed for the high temperature and pressure washing in the taxi area?
**Answer:**
There are no chemicals to be used while cleaning this area. The water may go into the drains.

**Question # 5**
Who is responsible for the cost on Contractor Identity Check/Background Screening? Is there a Port Authority approved vendor?
**Answer:**
The Port Authority will assume all costs if identity/background screening is required. The Contractor will be reimbursement at net cost under extra work. Please note that the Port Authority will only reimburse for Contractor's employees that pass this check. Currently the vendors that the Port Authority is using are Sterling Testing and Seas/RTV.

**Question # 6**
On page 25 of Attachment B, Cleaning Equipment List: You mention the need for 300 feet of high-pressure discharge hose. This sounds like fire hose. Please confirm. Need to know the diameter of the hose required, what we will be connecting to, the type of coupling threads for the hose, cotton jacket vs. synthetic hose recommended? The requirement / use of this hose will also dictate the end piece required for proper discharging.
**Answer:**
See Letter C above.

**Question # 7**
On page 4 of Exhibit A, Afternoon Machine Sweeping: How many bodies required? Not specified.
**Answer:**
The Proposers should submit the number of staff proposed as part of their RFP submittal. Refer to page 31 of Attachment B, Section S13, Contractor's Vehicles – Parking – Licenses. The Port Authority requires one F series Elgin Eagle sweeper

**Answer # 8**
On page 5 of Exhibit A, Night Machine Sweeping: How many bodies required? Not specified.
**Answer:**
The Proposers should submit the number of staff proposed as part of their RFP submittal.

**Question # 9**
On page 5 of Exhibit A, Night Garage Sweeping: Are the 810's being used here?
Answer:
Yes

**Question # 10**
What is the proper protocol at this account for relief; i.e. meal breaks, etc?
**Answer:**
All station work must have adequate relief coverage. The Proposer should submit his plan as part of their RFP submittal.

**Question # 11**
Is there a radio system on site with repeater and hand held radios? If so, who owns it / responsible for this? Or is the entire communication set up with nextels only?
**Answer:**
There is a repeater system on site and hand held radios are part of this system. The incumbent Contractor owns the system and is responsible for it. All Proposers should submit as part of their proposal, a plan for communications.

**Question # 12**
Which party is responsible for the cost on SIDA training thru the contract period?
**Answer:**
See Letter D above.

**Question # 13**
The RFP document specifies a minimum hourly wage of $11.64 for cleaners and $13.99 for supervisors. The cleaners currently make $11.78 plus all benefits, which equals $14.29 per hour. The Supervisors currently make $14.25 plus all benefits, which equals $16.62 per hour. Please clarify.
**Answer:**
The wages that are set in the RFP document are minimum wages. Refer to pages 13 – 17, Section 10, Wages and Supplemental Benefits, subparagraph E.

**Question # 14**
We understand that Local 348 is at the facility. They have not responded to our efforts to contact them. Do you have any information on the medical plan and associated costs for their plan?
**Answer:**
See attached for health care package that Local 348 offers to their membership. The costs associated with this plan are $300.00 per month.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: [signature]

DATE: 06/12/07

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

## H. ACCEPTANCE OF STANDARD CONTRACT TERMS AND CONDITIONS

We have studied Attachment B, Standard Contract Terms and Conditions governing the Contract and are in full agreement.

We take no exception to the states Terms and Conditions

# I. M/WBE PLAN

While CRISTI is classified as an SBE and WBE we still feel it is important to have a subcontracting plan in place for future use.

We anticipate satisfying our small/small disadvantaged business subcontracting goals by aggressively pursuing qualified concerns providing the following types of supplies and services.

- Business Equipment and Supplies
- Equipment, supplies and materials for janitorial services
- Maintenance and repair service

**THE PORT AUTHORITY** OF NY & NJ

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

# REQUEST FOR PROPOSALS

**TITLE:** **GENERAL CLEANING AND MACHINE SWEEPING AT JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS**

**NUMBER: 13304**

**SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

| | | |
|---|---|---|
| **PROPOSAL DUE DATE:** | **June 12, 2007** | **TIME: 2:00 PM** |
| **QUESTIONS SHOULD BE SUBMITTED BY:** | **June 5, 2007** | **TIME: 1:00 PM** |
| **SITE VISIT:** | **May 31, 2007** | **TIME: 10:00 AM** |
| **BUYER NAME:** | **Kathy Leslie Whelan** | **PHONE#: (212) 435-3929**<br>**FAX#: (212) 435-3959**<br>**EMAIL:kleslie@panynj.gov** |

TABLE OF CONTENTS


1. **Information for Proposers on this Request for Proposals (RFP)**
   - A. General Information: The Port Authority of New York and New Jersey
   - B. Brief Summary of Scope of Work
   - C. Deadline for Receipt of Proposals
   - D. Submission of Proposals
   - E. Communications Regarding this RFP
   - F. Proposal Acceptance or Rejection
   - G. Pre-Proposal/Site Inspection
   - H. Available Documents
   - I. Aid To Proposers
   - J. Union Jurisdiction
   - K. City Payroll Tax
   - L. Additional Proposer Information

2. **Scope of Work**

3. **Proposer Prerequisites**

4. **Financial Information**

5. **Evaluation Criteria and Ranking**

6. **M/WBE Sub-Contracting Provisions**

7. **Proposal Submission Requirements**
   - A. Letter of Transmittal
   - B. Executive Summary
   - C. Agreement on Terms of Discussion
   - D. Certifications with Respect to the Contractor's Integrity Provisions
   - E. Documentation of Proposer Prerequisites
   - F. Proposal
   - G. Acknowledgment of Addenda
   - H. Acceptance of Standard Contract Terms and Conditions (or Form of Contract)
   - I. M/WBE Plan

8. **Conditions for the Submission of a Proposal**
   - A. Changes to this RFP
   - B. Proposal Preparation Costs
   - C. Disclosure of Proposal Contents/Use of Ideas and Materials
   - D. Ownership of Submitted Materials
   - E. Subcontractors
   - F. Conflict of Interest
   - G. Authorized Signature

H. References
I. Evaluation Procedures and Negotiation
J. Taxes and Costs
K. Most Advantageous Proposal/No Obligation to Award
L. Multiple Contract Awards
M. Right to Extend Contract
N. Rights of the Port Authority
O. No Personal Liability

**9. ATTACHMENTS**

**Attachment A** - Agreement on Terms of Discussion

**Attachment B** – Form of Contract For Facility Services
PART I Contract Description
PART II Specifications
PART III Cost Proposal Form
Exhibit A – Scope of Work – Parts 1 and 2
PART IV – Standard Contract Terms And Conditions

**Attachment C** – Calculation of Hourly Wage Rate Form

**Attachment D** – Reserved

**Attachment E** – Customer Service – Airport Standards Manual

**Attachment F** – Approved Products List

**Exbibits I & II** - Wage and Benefits Statement - Sample Form

## 1. INFORMATION FOR PROPOSERS

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

The Port Authority of New York and New Jersey ("Port Authority" or "the Authority") is a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including, but not limited to, three major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the PATH rapid transit system, the Hoboken-lower Manhattan ferry service, and certain New York-New Jersey port facilities.

The Port Authority is hereby seeking proposals from qualified firms to provide janitorial and general cleaning services for designated buildings, properties and associated areas at John F. Kennedy International Airport Parking Lots and Garages as more fully described herein.

The Port Authority operates and maintains John F. Kennedy International Airport, located in the County of Queens, City and State of New York.

The goal of the Port Authority is to provide the highest quality of cleaning services to all Port Authority customers. This standard shall apply, but not be limited to, the appearance of all areas at John F. Kennedy International Airport Parking Lots and Garages and the appearance of all Contractor's personnel and equipment.

**Customer Service Requirements**

The Port Authority has established a policy that responsive, respectful and helpful customer service is of the utmost importance in providing service to all its customers. This policy applies to the employees who work for companies under contract with the Port Authority.

The Port Authority will evaluate Proposals from Contractors that can provide the services as described in the Request for Proposals and Form of Contract in a manner befitting a world class airport, dedicated to meeting and exceeding the needs of our customers. In order to ensure that our Contractors provide excellent performance and superior customer service, the Proposer must clearly demonstrate that it will comply with the performance and customer service standards for this Contract. To provide Proposers with an understanding of the Port Authority's requirements concerning service, attached to this RFP is a listing of Port Authority "Customer Service – Airport Standards Manual" (Attachment E).

## B. Brief Summary of Scope of Work

The Contractor shall provide janitorial, general cleaning and machine sweeping services as well as snow removal services to John F. Kennedy International Airport Parking Lots and Garages as described herein. All such work shall be performed in accordance with the Specifications in such manner as to afford a high level of performance.

## C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of the Proposal Due Date is 2:00 P.M., Eastern Standard Time (EST).

The Port Authority assumes no responsibility for delays caused by any delivery service.

## D. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and twelve (12) copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

## E. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer via email at the address listed on the cover page no later than 1:00 p.m. (EST) on June 5, 2007.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

## F. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative of the Port Authority specifically stating that the proposal is

accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

## G. Pre-Proposal / Site Inspection

A Site Inspection is scheduled for May 31, 2007 at 10:00 AM. All interested Proposers should meet at JFKIA, Building 14 Lobby.

A Site Inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance.
Attendees interested in attending should RSVP to Jeffrey Agoglia at (718) 244-3622 no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

## H. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Site Inspection.

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

Said documents are as follows:

Conformed Contract for the Cleaning of Parking Lots and Garages at to John F. Kennedy International Airport Parking Lots and Garages

Approved Products List- Environmental Protection Supplies

## I. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom.

| Item | Cases Per Year | Count Per Case |
|---|---|---|
| Plastic Trash Bags Small | 200 | 250 |
| Plastic Trash Bags Large | 500 | 150 |
| Seat Covers | 350 | 20 Pack |
| Hand Soap | 500 | 10-1 Liter |
| Toilet Tissue | 200 | 12 |
| Paper Towels | 1000 | 12 |

## J. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in the Standard Contract Terms and Conditions.

## K. City Payroll Tax

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

a. City of Newark, New Jersey for services performed in Newark, New Jersey;
b. City of New York, New York for services performed in New York, New York; and
c. City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Section of the RFP

entitled "Sales or Compensating Use Taxes" in the "Standard Contract Terms and Conditions", does not apply to these taxes.

**L. Additional Proposer Information**

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including protest procedures, may be found on the Port Authority website at:
<http://www.panynj.gov/DoingBusinessWith/Contractors/html/other_info.html>.

## 2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachment B and Exhibit A.

## 3. PROPOSER PREREQUISITES

The Proposer shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in Attachment B, Part IV, Section I of the Standard Contract Terms and Conditions, in the Janitorial Maintenance Program category by the day before the Proposal Due Date. Further, the Proposer shall be pre-qualified by the Port Authority to propose on General Cleaning Contracts with an estimated annual value over $1,800,000.

It should be noted that a determination that a Proposer meets the prerequisites is no assurance that the Proposer will be deemed qualified in connection with other proposal requirements included herein. No joint ventures will be acceptable for this proposal.

## 4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the Contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

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

(2) Where the certified financial statements in (1) above are not available, then either reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her

designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

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

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

## 5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the proposers' management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall include consideration of the Proposer's proposed labor and supervisory staffing, M/WBE sub-contracting plan, on-site management plans and work plan for this Contract, and proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to general liability, automobile liability and workers' compensation insurance; prior Wage and Health Benefit compliance, compliance with M/WBE subcontracting plan and insurance compliance on other Contracts with the Port Authority and its subsidiaries.

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP, including but not limited to items such as:

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and

managing similar cleaning services in heavily trafficked large public facilities using a staff comparable in size to that necessary for the John F. Kennedy International Airport Parking Lots and Garages cleaning. Experience of Proposer's senior management team in managing employee management programs, including, but not limited to, references for employees, security training, OSHA safety training, quality assurance and control programs, disciplinary procedures, staff planning, payroll processing and recruiting and maintaining a stable workforce and utilization of technological advances in cleaning methods and contract management.

D. Staffing Management

- The Contractor's plan in performing the service hereunder that will ensure that employees who performed similar roles under a previous Port Authority Contract at the Facility suffer no diminution in wage rate under the new Contract;
- The Proposer's plan to ensure compliance with the Wage and Health Benefit requirements of this Contract including the quality of the proposed health benefits;
- The Proposer's plan for retaining current employees for this Contract and providing for a stable labor force, including how it intends to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits.
- The Proposer's training and safe work environment plans for this Contract.

E. Background Check Plan

The Proposer must submit a Background Check plan in accordance with this document, which will be considered pass/fail."

## 6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority of NY & NJ has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use every good faith effort to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in all purchasing, sub-contracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services. Good faith efforts include 1) dividing the services and materials to be procured into small portions where feasible, 2) giving reasonable advance notice of specific sub-contracting and purchasing opportunities to such firms as may be appropriate, 3) soliciting services and materials from M/WBEs, which may be certified by the Port Authority and 4) insuring that provision is made for timely progress payments to the M/WBEs.

The Port Authority has a list of certified M/WBE firms, which are available to Proposers at their request. The Port Authority makes no representation as to the qualifications and ability of these firms to perform under this Contract. The Proposer may use firms which are not on the list but will be required to submit, to the Port

Authority's Small Business Programs (SBP) for certification, the names of M/WBE firms it proposes to use. Only Port Authority certified M/WBE firms may be considered to meet the goals. For inquiries and assistance, please contact SBP at (212) 435-7819.

To the maximum extent feasible and consistent with the Proposer's exercise of good business judgment, the Proposer shall make a good faith effort to include 12% participation by MBE's and 5% participation by WBE's in all procurement, subcontracting and ancillary service opportunities associated with this Contract. The Proposer shall submit an M/WBE Participation Plan, (Plan) which shall be evaluated and rated for this procurement. The Plan shall consist of the following:

- Previous M/WBE Participation: Describe any previous or current M/WBE participation which the Proposer has sponsored.

- Scope of Work: Describe the specific scope of work the M/WBE's will perform.

- Identification of M/WBE's: Provide the name and address of any M/WBE included in the Plan. If none are identified, describe the process for selecting participant firms.

- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.

## 7. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

### A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed sub contractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence

**B. Executive Summary**

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

**C. Agreement on Terms of Discussion**

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed.

**D. Certifications With Respect to the Contractor's Integrity Provisions**

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Section III in Part IV- "Standard Contract Terms And Conditions" of Attachment B of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

**E. Documentation of Proposer Prerequisites**

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

**F. Proposal**

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the cleaning services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal

   The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, health benefits and other benefits, overheads, profits, etc. The cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.

2. Management Approach

   a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

   b. The Proposer shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover.

   c. The Proposer should provide a complete description of how it intends to implement and manage the cleaning services at the John F. Kennedy International Airport Parking Lots and Garages, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to insurance requirements, i.e. general liability, automobile and workers' compensation and the Proposer's M/WBE Participation Plan. In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at the John F. Kennedy International Airport Parking Lots and Garages, including how it will determine and maintain performance measurements.

   d. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor.

3. Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP

   a. The Proposer shall submit a listing of all cleaning Contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. Include for each Contract listed the name and address of

the Contracting party; the locations where the work was performed; duration of the Contract; the approximate dollar amount of the Contract; the annual staff hours of full and part time labor expended in the performance of the Contract; a summary of the types of work performed and the names, addresses and telephone numbers of the owners; representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including their length of service with the firm, the anticipated function of each person on the Contract and a summary of the relevant experience of each person listed. The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to, cleaning related training, security training, OSHA safety training, employee motivation and incentive programs, health benefits information for employees, Quality Assurance/Quality Control programs, payroll processing, recruitment procedures, staffing retention plan, and disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning methods and resulting benefits;
- Management of cleaning in buildings and facilities, of similar size.

4. Staffing Management

a) Describe the Proposer's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

b) The Proposer shall submit a Wage and Health Supplemental Benefits Plan for the Contract. In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified average wages, health and other supplemental benefits. The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required

average wages and health supplemental benefits before the end of the affected period.

Describe the Proposer's employee retention plan for this contract

- Describe the Proposer's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the contract period.

d) Describe the Proposer's training, programs health benefits, and workplace safety programs for this contract.

D. The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

**E. Contractor Identity Check/Background Screening Plan**

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

**G. Acknowledgment of Addenda**

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

**H. Acceptance of Standard Contract Terms and Conditions**

The Port Authority has attached to this RFP Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the Proposal Due Date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

### I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the section of this RFP entitled "M/WBE Subcontracting Provisions".

## 8. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

### A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were mailed. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

### B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-Contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

### C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

### D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a proposal shall not affect this right

### E. Subcontractors

If a Proposer intends to use sub contractor(s) the Proposer must identify in its proposal the names of the sub contractor(s) and the portions of the work the subcontractor(s) will perform. Subcontractors will be subject to the same security and background checks as the Proposer.

**F. Conflict of Interest**

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

**G. Multiple Contract Awards**

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only Contractor for such products, work and/or services.

**H. Right to Extend Contract**

If this is a proposal for a Contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the Contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

**I. Authorized Signature**

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

**J. References**

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

**K. Evaluation Procedures and Negotiation**

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate Contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of

whether or not to initiate Contract negotiations rests solely with the Port Authority.

**L. Taxes and Costs**

Sales to the Port Authority are currently exempt from New York and New Jersey state and local sales and compensating use taxes and generally from federal taxation. All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

**M. Most Advantageous Proposal/No Obligation to Award**

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

**N. Rights of the Port Authority**

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the

performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

(3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

**O. No Personal Liability**

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

## ATTACHMENT A

## AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this letter, either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Port Authority.

_____

**(Company)**

_____

**(Signature)**

_____

**(Title)**

_____

**(Date**

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ACCEPTED ONLY.**
**DO NOT RETYPE.**

**ATTACHMENT B**

**FORM OF CONTRACT FOR FACILITY SERVICES**

**TABLE OF CONTENTS**


PART I CONTRACT DESCRIPTION ..... 2
1. General Agreement ..... 2
2. Duration/Escalation ..... 2
3. Payment ..... 4
4. Extra Work ..... 6
5. Liquidated Damages ..... 8
6. Increases and Decreases in Areas or Frequencies ..... 10
7. Authority of the Director ..... 11
8. Authority and Duties of the Manager ..... 11
9. Insurance Procured by the Contractor ..... 12
10. Wages and Supplemental Benefits ..... 13
PART II - SPECIFICATIONS ..... 18
S1 - Specific Definitions ..... 18
S2 - Work Required by the Specifications ..... 18
S3 - Routine and Periodic Cleaning ..... 18
S4 - Management and Supervision ..... 20
S5 - Personnel Requirements ..... 22
S6 - Training Requirements ..... 22
S7 - Customer Service Program ..... 24
S8 – Staffing Requirements ..... 24
S9 - Materials, Supplies and Equipment ..... 24
S10 - Approval of Equipment, Materials and Supplies ..... 29
S11 - Employee Uniforms and Appearance ..... 30
S12 - Breakdown, Malfunction or Damage ..... 30
S13 – Contractor's Vehicles – Parking - Licenses ..... 31
S14 – Site Specific Recycling and Trash Removal ..... 31
S15 - Scheduling of Work ..... 32
S16 - Space Provided the Contractor ..... 32
S17 - Inclement Weather Requirements – Snow Removal ..... 33
S18 - Safety Provisions ..... 34
S19 – Extraordinary Cleaning Services ..... 35
PART III COST PROPOSAL FORM ..... 36
1. Entry of Prices ..... 36

## PART I CONTRACT DESCRIPTION

### 1. General Agreement

The Contractor agrees to perform janitorial and general cleaning services at John F. Kennedy International Airport Parking Lots and Garages and all related areas, buildings and properties associated therewith as set forth herein, including snow removal, and to furnish all labor, supervision, uniforms, vehicles, equipment, materials, supplies, training and other facilities and do all other things necessary, proper or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

### 2. Duration/Escalation

A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about October 1, 2007 on the specific date set forth in the Port Authority's written notice of Proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on the day preceding the third (3) anniversary date (EST) (said date referred to herein as "the Expiration Date").

B. The Port Authority shall have the right to extend this Contract for one (1) three (3) year period from the Expiration Date (herein referred to as the "Option Period") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period, subject only to the adjustment of charges as hereinafter provided.

C. For the first, second and third years of the Option Period exercised hereunder, (excluding the 120 day Extension Period as described in paragraph below,) the Port Authority shall adjust the prices inserted by the Contractor on the Cost Proposal Form as hereinafter provided utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items

less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index"). The price adjustment shall be capped at three (3) percent.

D. For the first year of the Option Period, the Price Index shall be determined for the months of March 2009 and March 2010. The prices in effect in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for March 2010 and the denominator of which is the Price Index for March 2009. The resulting product shall be the compensation payable in the first year of the Option Period. The price adjustment shall be capped at three (3) percent.

E. For the second year of the Option Period, the Price Index shall be determined for the months of March 2010 and March 2011. The prices in effect in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for March 2011 and the denominator of which is the Price Index for March 2010. The resulting product shall be the compensation payable in the second year of the Option Period. The price adjustment shall be capped at three (3) percent.

F. For the third year of the Option Period, the Price Index shall be determined for the months of March 2011 and March 2012. The prices in effect in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for March 2012 and the denominator of which is the Price Index for March 2011. The resulting product shall be the prices in effect in the third year of the Option Period. The price adjustment shall be capped at three (3) percent.

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

H. In the event the prices set forth on the Cost Proposal Form shall be adjusted hereunder, then, simultaneously with such adjustment of the charges, the Hourly Wage and Supplemental Benefits set forth in Section 10 shall each also be adjusted during the option period in the same manner and by the same percentage as set forth above for the prices on the Cost Proposal Form. The Contractor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions of said Form of the Contract, Section 10 Wages and Supplemental Benefits in connection therewith. In the event that the price index is not available for any specified month as herein above set forth within the time set forth for payment, such Price Index for the latest month then published shall be used to constitute the Price Index.

I. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term or Option Period if exercised, subject to the same terms and conditions then in effect. The prices quoted by the Contractor for the third year of the Base Term, or third year of the Option Period, if applicable, shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the applicable Expiration Date that the Contract term is so extended.

**3. Payment**

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the lump sum price and the actual quantities of services performed and the respective prices inserted by the Contractor in the Cost Proposal Form, subject to the adjustment provisions hereof,, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor the contractor shall invoice the Port Authority for one twelfth (1/12) the Annual Lump Sum Price for said services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services performed by the Contractor hereunder, the Contractor shall invoice the Port Authority the applicable price per hour inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract times the number of hours expended in the month.

iii) For each item of Extraordinary Cleaning Services performed by the Contractor, the Contractor shall invoice the Port Authority the price per hour, price per square foot, or price per fixture, as applicable, for such services inserted by the Contractor in the Cost Proposal Form for the appropriate Contract Year, as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned, fixtures cleaned or hours of work performed by the Contractor in the month.

iv) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice for all work performed satisfactorily. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

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

c. The annual estimated quantities set forth on the Cost Proposal Form are given solely to enable the Port Authority to make price comparisons. The Port Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor's compensation for unit price work will be computed based on the actual hours expended and/or square feet cleaned, as the case may be, as further set forth above.

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

i) The Contractor shall submit to the Manager by the fifth day of the month following the month of commencement of the Contract and on or by the fifth day of each month thereafter (including the month following the termination or expiration of this Contract) a complete and correct invoice setting forth the amount due to the Contractor for the preceding calendar month which amount shall be 1/12 of the Lump Sum Contract Price and any other work performed for the contract year in which billed services were rendered accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Authority within thirty (30) calendar days following its receipt of the invoice.

ii) Payment to the Contractor by the Authority will be made within thirty (30) calendar days following its receipt of the invoice.

iii) Payments made hereunder are subject to such adjustments as may be necessitated following Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

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

In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

**4. Extra Work**

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when 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 Contract Price of this Contract for the entire Term of this Contract including extensions thereof.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Form and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's

compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

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

"Labor" means laborers, mechanics, and other employees below the rank of Supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

**5. Liquidated Damages**

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the services required hereunder in accordance with the requirements and at the minimum frequencies set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Port Authority shall be liquidated as follows:

A. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A of the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred (200%) of the Unit Price inserted by the Contractor on the Cost Proposal for "Extraordinary Cleaning Services" as appropriate for the applicable service and year, multiplied by the number of square feet, hours or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for Cleaner Services quoted by the then in effect multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the work not performed. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

B. If the Contractor fails to satisfactorily perform any Snow Removal at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services

then in effect multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

C. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any cell phone devices required 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 cellular phone is not so provided and operable.

D. If any Resident Manager or Supervisor hereunder fails to respond to cellular phone communication related to performance of his/her services hereunder within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hour thereafter in which any Resident Manager or Supervisor fails to respond.

E. If the Contractor fails to have a Resident Manager or Supervisor on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $40.00 per hour for each hour the Supervisor is not on duty.

F. If the Contractor fails to provide to the Manager a written work schedule covering the first three months of the contract within ten (10) days of the contract start date, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

G. In the event the Contractor fails to provide the information every six months as required in the Section hereunder entitled "Wages and Supplemental Benefits" Section H, then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

H. If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

I. If the any employee of the Contractor hereunder fails to wear the proper uniform, then the monthly installment payable hereunder shall be reduced by $50.00 for each day when such employee is not so properly attired.

J. If the Contractor fails to provide and maintain in good running and operating condition as determined by the Manager any pickup truck or motor vehicle for the exclusive use of the Contractor's personnel for inspections and/or transporting of personnel and/or materials and furnishing services hereunder, then the monthly installment payable hereunder shall be reduced by $150.00 for each day or part thereof during such month which such motor vehicle is not so provided and operable.

K. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any triple action machine, ride-on tractor with snow plow, single action machine, or other significant item of equipment as determined by the Manager that is required hereunder, then the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month which any triple action machine, ride-on tractor with snow plow, single action machine, or other significant item of equipment as determined by the Manager is not provided and operable.

L. If the Contractor fails to provide and maintain any snow blower in proper working order as determined by the Manager, the monthly installment payable hereunder shall be reduced by $75.00 for each day, or part thereof during said month, which any such snow blower is not so provided and operable.

M. If the Contractor shall fail to submit to the Manager the Contractor's Safety Program within thirty (30) days as described herein then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the Contractor fails to submit the report.

In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Port Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

Should the Contractor only partially perform any item of work, within an area specifically defined in the Specifications, the Manager shall have the right, in computing liquidated damages hereunder, to base his computation on the total quantity of square feet within said area to which said item of Work applies.

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

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or as a wavier of such right or an election of remedies.

**6. Increases and Decreases in Areas or Frequencies**

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

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Cost Proposal Form (for the applicable Contract Year) for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract). If there is no Unit Price for the service which is increased or decreased, the hourly rate for Extraordinary Cleaner Services will be used multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he shall consider generally accepted industry standards where such are available.

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

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during the Option Period, 50% for the Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

**7. Authority of the Director**

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

**8. Authority and Duties of the Manager**

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

## 9. Insurance Procured by the Contractor

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

**Commercial General Liability Insurance** - **$ 5** million combined single limit per occurrence for bodily injury and property damage liability.

**Automobile Liability Insurance** - **$5** million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey as additional insured, including but not limited to 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 standard, basic unamended and unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance must include cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured.

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

Further, unless otherwise agreed by the Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defense involving in any way jurisdiction of the Tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority without obtaining written express advance permission from the General Counsel of the 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.

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 New York and New Jersey, General Manager, Risk Management, at the address below.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance.

Within five (5) days after the award of this agreement or contract, the Contractor must submit an original certificate of insurance to the Port Authority of New York and New Jersey, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York City, NY 10003 (attention Agreement Certificate Review) and a copy of the certificate to the 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 number. Upon request, the Contractor shall furnish to the General Manager, a certified copy of each policy, including the premiums.

The General Manager, Risk Management must approve the certificate(s) of insurance, before any work can begin. To expedite the review of the certificate(s) of insurance, they may be faxed to the General Manager, Risk Management at (212) 435-5862. However, original certificates of insurance must be submitted in accordance with the aforementioned paragraph.

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 Authority. CITS # 2963

**10. 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 Manager, 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) The Cost of Health Benefits shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract of 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 for providing quality, comprehensive health coverage for employees and their families, subject to the following requirements:

a. Health Benefits shall include a comprehensive health insurance program for employees and their families, incorporating at a minimum hospitalization and physician services.
b. The Contractor shall demonstrate to the satisfaction of the Port Authority that the requirement set forth in 3a above is met through one of the following:
    i. The Contractor's employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Care Plus, NJ FamilyCare;
    ii. The Contractor's employees and their families are covered by a union benefit plan

authorized under the Taft Hartley Act 29 USCA Section 186 (c);

iii. The Contractor's employees and their families are covered under a health benefit plan paid for and provided by the Contractor at no cost to the employee.

c. Health Benefits shall be provided to employees and their families no later than thirty (30) calendar days of award of this Contract.

d. The Contractor shall provide each employee with written information, i.e. documents relating to each employee's health care coverage.

e. The Contractor shall provide continued health benefits to employees and their families of the same quality, or better throughout the duration of the Contract term.

4) "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: 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, but excluding health benefits. 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.

5) "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.

6) "Contract Year", as used in this Contract shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter that the Contract is in effect or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B.** Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2008. The employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wages and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

**C.** Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wage

(I) Minimum Hourly Wage.

Position- Cleaner - $11.64

Position- Supervisor - $13.99

**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 "Duration/Escalation" then simultaneously therewith, the Minimum Hourly Wage for an employee holding a position specified in Paragraph "C" above, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the price payable under this Contract.

**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

**F.** Contractors (and its subcontractors) should expect to be audited with respect to Wages and Health and Supplemental Benefits paid to Employees under this Contract. All Wage and Health 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, Health 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, health, benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the wages, salaries 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 Health 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 Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibits I and II.

**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 indicate that for any Contract Year, either the Contractor or a subcontractor has not paid or provided at least the Combined Average Hourly Wage and Supplemental Benefits, Minimum Hourly Wages and Minimum Salaries 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 Port Authority, (or to the Contractor's employees who have not been paid the proper wages or provided benefits, 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 Combined Average Hourly Wage and Supplemental Benefits, Minimum Hourly Wages and Minimum Salaries required hereunder and the Combined Average

Hourly Wage and Supplemental Benefits, Hourly Wages and Salaries 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 job title (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 the minimum Health Benefit amount or failed to provide other 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% annually from any subsequent payment to the Contractor.

**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 Amount each affected employee, including a deadline for compliance. In approving such a plan, the Port Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

## PART II - SPECIFICATIONS

### S1 - Specific Definitions

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

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, and odors from any and all surfaces to the satisfaction of the Manager.

The term "Full Time Employee" (F.T.E.) shall mean a Contractor's employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) day requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written approval.

The term "Facility" shall mean John F. Kennedy International Airport.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to result in a clean condition, as defined above, for the area or item.

### S2 - Work Required by the Specifications

These Specifications relate generally to the performance of janitorial and general cleaning services and limited snow removal at the John F. Kennedy International Airport Parking Lots and Garages, to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

### S3 - Routine and Periodic Cleaning

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

Where Exhibit A of these Specifications sets forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

Subject to the provisions of the immediately preceding paragraph, with respect to the term "Frequency of Cleaning" as set forth in Exhibit A, the following shall apply:

Items marked "1x yr." shall be cleaned once each year, but the Contractor shall allow at least 10 calendar months (298 days) but no more than 12 calendar months (365 days) to elapse between cleanings.

Items marked "2 x yr." shall be cleaned twice per year between March and November with the contractor allowing at least four months but no more than five to elapse between cleanings.

Items marked "4 x yr." shall be cleaned four times per year between March and November with the contractor allowing at least two months but no more than three to elapse between cleanings.

Items marked "6 x yr." shall be cleaned six times per year between March and November with the contractor allowing at least five weeks but no more than seven weeks to elapse between cleanings.

Items marked "9 x yr." shall be cleaned nine times per year between March and November with the contractor allowing at least four weeks but no more than five weeks to elapse between cleanings.

Items marked "12 x yr." shall be cleaned twelve times per year between March and November with the contractor allowing at least three weeks but no more than four weeks to elapse between cleanings.

Items marked "16 x yr." shall be cleaned sixteen times per year between March and November with the contractor allowing at least two weeks but no more than three weeks to elapse between cleanings

Items marked "36 x yr." shall be cleaned thirty six times per year between March and November with the contractor allowing at least one week but no more than two weeks to elapse between cleanings

Items marked "52 x yr " shall be cleaned once each week, but the Contractor shall allow at least 4 calendar days but no more than 7 calendar days to elapse between cleanings.

**S4 - Management and Supervision**

A. The Contractor shall assign a Resident Manager whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays and at such other times as the Manager may require. However, the Manager reserves the right to change or rotate the work schedule on a needed basis to reflect changing job situations.

The Resident Manager so assigned shall serve as the Contractor's representative at the Site of the Work and shall have day-to-day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder, overall supervision of assigned staff; scheduling of Work in a timely manner; ordering of equipment, material and supplies and training of employees. The Contractor's Resident Manager shall wear a jacket and tie and shall also be available to the Facility Manager at such times as the Facility 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 Facility Manager may wish to transmit.

The Contractor shall also assign sufficient Supervisory staff, for routine cleaning and for periodic cleaning hereunder at the minimum levels listed below.

The Contractor shall provide one Supervisor per shift during each of the three shifts, i.e. 6:00 AM to 2:30 PM, 2:30 PM to 11:00 PM and 11:00 PM to 7:00 AM seven days per week inclusive of holidays. The Supervisors shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager, regarding the performance of the work specified in the Contract and job inspection tours of the premises

These Supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder including, but not limited to ensuring such personnel are signed in and ready to work, are properly uniformed and identified, are in their assigned areas and relieved on schedule, have adequate supplies and they shall not be assigned to the performance of administrative tasks.

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

C. All Resident Managers and Supervisors assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.

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

C. All Resident Managers and Supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Facility Manager with such proof of prior experience, including references, as the Facility Manager may request. The Contractor shall provide the Facility Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

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

D. The Contractor's Resident Manager, and any Supervisor hereunder shall be provided with a beeper and radio and shall respond to the Facility Manager within fifteen (15) minutes of receiving any pager/radio notice.

G. Primary residence telephone number and alternate phone numbers shall be made available to the Manager for the Resident Manager and Supervisor and on-site management persons on the Contractor's staff for use in emergency notifications and shall be updated as necessary.

H. The cost for the Resident Manager and all such Supervisors shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

I. The Contractor shall provide an administrative clerk to perform all administrative duties such as payroll, timekeeping, billing etc. Such services shall be provided four (4) hours per day, Monday through Friday, exclusive of holidays. All costs associated with this position shall be deemed included costs.

**S5 - Personnel Requirements**

In addition to the Personnel Standard Requirements set forth in the Standard Contract Terms and Conditions, the Contractor shall be required to train all its personnel in the proper handling of blood and blood products as mandated by Federal OSHA, Blood borne Pathogen Standard 29 CFR 1910.1030. The Contractor shall supply materials and equipment and medical waste cleanup kits for blood products at the Facility. Such kits shall, at a minimum, include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Port Authority at no charge to the Contractor shall dispose of any medical waste generated by the Contractor.

The Contractor shall be required to train all its personnel in the safe use of ladders as mandated by Federal OSHA Standard 29 CFR 1926.1050-1060. Training must enable each employee to recognize hazards related to ladders and use proper procedures to minimize these hazards.

The Contractor and any subcontractor shall furnish sufficiently trained management, Supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to The Port Authority, the Contractor shall immediately take such actions as are necessary to assure that the Contract is performed in full accordance with the requirement hereof. Further, if in the determination of the Director, any such employee has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

Any employee performing machine sweeping/machine scrubbing must be adequately trained and know how to operate such equipment.

Any employee performing lavatory attendant duties must have the ability to effectively use communication and interpersonal skills in order to resolve customer problems and complaints.

**S6 - Training Requirements**

As operator of John F. Kennedy International Airport, the Port Authority is concerned with providing assistance and information, if required, as well as maintaining a clean and safe environment for its employees, tenants and the traveling public.

It shall be the responsibility of the Contractor to ensure that all of its employees performing the Work hereunder receive training as specified in items (1) through (3) below. The on-going training program (referenced to herein as the "training program") will focus on Customer Service, Supervisory and Technical Skills. A brief description of the requirements of the various components of the training program are as follows:

(1) **Customer Service Relations:**

All of the Contractors employees performing the Work hereunder shall attend a Port Authority provided training session in Customer Service Relations, for each year of this Contract, which shall be approximately three (3) hours in duration and the cost of attendance by the Contractor's personnel shall be included in the Contractor's Annual Lump Sum Price.

(2) **Supervisory:**

The Contractor's Managers and 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 the award of this Contract. The required Supervisory training shall be completed within six (6) months of the Contract start date. Any newly hired or promoted Supervisory 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 Port Authority.

(3) **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, routine and periodic work specifications, cleaning materials and their applications, proper use and maintenance of equipment, and any additional technical training such as operation of snow blowers and control of blood borne pathogens, etc., that the Manager deems necessary. Such technical training will be at no cost to the Port Authority. The Contractor may utilize subcontractors/consultants to conduct any portion of the technical training.

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 which shall include but not be limited to the following:

i) A list of all Supervisors and staff who will receive training and the type of training they will receive,

ii) The person or organization responsible for conducting the different training programs,

iii) A training calendar indicating approximate dates during which different training sessions are planned.

**S7 - Customer Service Program**

A. Mission Statement and Core ValuesFrom and after the Commencement Date and continuing throughout balance of the term of the Contract, including the Option Period, if any, the Contractor shall develop and establish customer based core values and a mission statement for the operation and management of the Ge Cleaning Service, which shall be subject to the continued approval of the Manager. Within thirty (30) day the Date, the Contractor shall, at his expense, post its mission statement in conspicuous on-airport location including its roll-call site and locations in which the general public interfaces with the Contractor's emplo The location and means of posting the mission statement shall be subject to the prior approval of the Mana Personnel who interface with the public are expected to be able to explain, upon request, how the core val and mission statement impact their respective jobs.

The Contractor shall take measures to ensure compliance with all standards referenced in the "Airport Service Standards Manual".

B. Quality Assurance Program

The Port Authority, as its sole cost and expense, may retain an independent third party contractor to conduct random surveys eliciting information on staff courtesy and helpfulness, cleanliness of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport Service Standards Manual", and any other measures of performance that shall be designated by the Manager, no less than three (3) times per month (hereinafter referred to as the "Mystery Shopper Program"). The Port Authority shall have the right, in its sole discretion and without prior notice to the Contractor, to modify the Mystery Shopper Program. The Mystery Shopper Program will be conducted by persons (hereinafter called "The Mystery Shopper") trained by the independent contractor, who shall base their evaluations on both of their interactions with and observations of the contractor's staff and operations.

The Manager, or his designated representative shall also conduct surveys of the Service not less than once per quarter (hereinafter referred to as the "Manager's Survey"). The Contractor's performance will be evaluated based upon criteria, including but not limited to the degree and extent to which the Contractor can effectively manager the Service, the quality of the employee training program and the ability to retain employees in the Service at the Airport. The Port Authority shall have the right, in its sole discretion, to modify the Manager's Survey.

**S8 – Staffing Requirements**

Staffing requirements shall be submitted in accordance with the requirements of this RFP and approved by the PortAuthority.

**S9 - Materials, Supplies and Equipment**

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper

products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste. The Port Authority will supply all light bulbs hereunder.

B. Equipment to be provide by the Contractor hereunder shall be include, but shall not be limited to a minimum of the following:

The Contractor shall provide one cellular phone for each Supervisor each shift.

The Contractor shall supply the following or its Port Authority Approved Equal at a minimum:

Cleaning Equipment

One (1) portable high temperature/high pressure gas powered power washer (3000 psi min.)

One (1) Ghatt Model TT473 Tandem Trailer or Port authority approved equal with 475 gallon tank, 5 gpm at 2,000 psi.

Aluminum breakdown scaffolding capable of reaching twelve (12) feet with toe boards and safety rails. All scaffolding must be OSHA approved.

Three hundred (300) feet of high pressure discharge hose

One (1) twenty (20) foot extension ladder, one (1) ten (10) foot folding ladder, one (1) six (6) foot folding ladder and one (1) three (3) foot folding ladder. All must be OHSA approved.

A minimum of twenty four (24) paper pickers.

A minimum of six (6) street brooms, six (6)spring rakes and six (6) flat shovels.

Fifteen (15) fifty five (55) gallon trash containers with wheels.

Six (6)mop buckets, wringers and mop handles

Thirty two (32)ounce mop heads.

Six (6) buckets.

Six (6) fifteen (15) foot telescoping poles.

Six (6)squeegees for glass cleaning.

Two (2) Billy Goat gas powered walk behind vacuums

Assorted cotton rags.

Ten (10) pick up pans and toy brooms.

Snow Removal Equipment

Ten (10) two stage snow blowers

Two (2) walk behind Gravely or Port Authority approved equal self-propelled pusher plows.

Twelve (12) rubber tire rotary spreaders with deflector shields-100 pound capacity.

Fifteen (15) ice choppers

Fifteen (15) snow shovels

Grass Cutting Equipment

One (1) 36" self propelled mulching lawnmower

Two (2) Red Max String Trimmers Model BC –2600 or Port Authority approved equal.

Two (2) gas powered leaf blowers.

All mechanically operated equipment must be in sound operating condition as determined by the Manager and the Contractor shall enter into Agreements for factory authorized maintenance for the ride-on and walk-behind scrubbers hereunder. In addition, all radios shall be functional at all times as determined by the Manager and subject to Port Authority inspection

C. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, (see paragraph E below), sanitary napkins and tampons, sanitary napkin disposal drop boxes and bags and toilet seat covers and their refills which are located in the lavatories and other areas to be cleaned hereunder. The current standard soap dispenser at the Facility is Kimberly-Clarke-In-Sight Model #92551 (color smoke/gray); the current stainless steel seat cover dispenser is American Specialties, Inc. (ASI) Model #0477-SM; and the current sanitary napkin drop box is American Specialties, Inc. (ASI) Model #0852, and the Contractor shall maintain a minimum of six (6) spare units of each

and the Port Authority staff will install such dispensers and containers so as to keep same in full working order.

D. Should the Manager determine that any such dispenser or container installed in accordance with Paragraph C above is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, the Contractor shall be reimbursed for the purchase price of the replacement provided that he has supplied a receipt for such purchase to the Manager.

The Contractor shall obtain the Manager's approval of the type, number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work. All replaced dispensers hereunder shall become the property of the Port Authority.

E. The following specification covers single ply toilet tissue in roll form to be provided by the Contractor:

1. Requirements: 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 fiber. 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 82% recycled content of which a minimum of 34% shall be post consumer.

2. Physical Requirements of Roll Toilet Tissue:

| | |
|---|---|
| a. Basic Weight (minimum) | 10.5 |
| b. Tensile Strength, dry 02./inch machine direction (minimum) | 14 |
| c. Absorbency (maximum) | 25 seconds |
| d. Brightness (minimum) | 78% |

3. Workmanship: Toilet 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.

4. Packing and Delivery: The rolls of toilet tissue 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/number. The product wrapper shall remove freely from the tissue roll. Delivery shall be unopened cartons for easy removal from delivery vehicles.

5. Total Roll size: Toilet tissue rolls shall be furnished and delivered in rolls having not less than 2,200 linear feet per roll and must fir properly in toilet tissue dispensers presently in use at the facility. The toilet tissue dispenser currently in use

is Kimberly-Clark, JRT Junior Jumbo Roll, stainless steel tissue dispenser model number 9564 (10.625" x 11" x 5.1875").

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).

F. 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:

| | Minimum | Maximum |
|---|---|---|
| Roll Width | 7-3/4" | 8.25" |
| Linear feet/roll | 420 | 475' |
| Rolls per case | 12/rolls/case | 16 rolls/case |
| Basis Weight | 24 lbs. | 34 lbs. |
| Absorbency | -- | 20 sec. |
| Brightness | 78% | -- |
| Color | white | white |
| Tensile Strength-Dry | 36 oz./inch Average Both Directions | |
| Tensile Strength-Wet | 9 oz./inch Average Both Directions | |
| Recycled Content | 40% Post Consumer Waste | |

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

G. C-Fold 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:

| | Minimum | Maximum |
|---|---|---|

| | | |
|---|---|---|
| Basis Weight | 24 lbs. | 34 lbs. |
| Absorbency | -- | 20 sec. |
| Brightness | 78% | -- |
| Color | white | white |
| Tensile Strength-Dry | 36 oz./inch<br>Average Both Directions | |
| Tensile Strength-Wet | 9 oz./inch<br>Average Both Directions | |
| Recycled Content | 40% Post Consumer Waste | |

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

The Contractor shall retain any revenue derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .25 per item unless otherwise authorized by the Manager.

The Contractor shall replace as necessary all cartridges and batteries used in the Automatic Odor Counteracting Dispenser Units located in all lavatories in the Central Terminal Building.

The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.

The Port Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

Minimum inventory of materials that must be maintained by the Contractor at the Facility at all times shall be at least 10% of the estimated quantities specified in this Section.

**S10 - Approval of Equipment, Materials and Supplies**

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

The Contractor may propose additional equipment, materials and supplies for the

Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

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

**S11 - Employee Uniforms and Appearance**

In addition to the General Uniform Requirements for Contractor's Personnel set forth in the Standard Contract Terms and Conditions, the Contractor shall the Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Port Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all times to the Manager's approval. 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 agrees that his employees will present a neat, clean and orderly appearance at all times. The Contractor shall cause its employees to change to freshly cleaned uniforms at least twice a week and it will supply its employees with sufficient uniforms to comply with said requirements. 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 ANSI approved shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform.

The Contractor will be granted a five (5) day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder the following as a minimum: the Contractor's identification badge and vest.

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 obligations of the Contractor to perform the work or to furnish the required number of employees at each location at the premises as specified.

**S12 - 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, he shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Port Authority and shall remain in place until necessary repairs are completed.

**S13 – Contractor's Vehicles – Parking - Licenses**

The Contractor will be required to provide the following vehicles:

- Four (4)six (6) person pick up trucks with a rotating beacon and power lift tailgate (1500 pound capacity) with towing capabilities appropriate for the equipment described herein.
- One (1) fifteen (15) passenger van
- One (1) Elgin Air Cub Vacuum Sweeper or Port Authority approved equal with gutter brooms on both sides, overhead dumping capacity and rear arrow board and shall not exceed eighty-nine inches in height.
- One (1) Tennant 550 or Port Authority approved equal scrubber with trailer for transportation to the various sites and two three hundred gallon trailer mounted water tanks. The scrubber shall be equipped with a solution recycling system.
- One (1) seven (7) passenger minivan
- Four (4) Tennant Model 810 Sweepers or Port Authority approved equal with gutter brooms on both sides.
- One (1) four (4) wheel drive pick up truck with power lift tailgate (1500 pound capacity) and removable snow plow.
- One (1) Series F Elgin Eagle Rear Broom Machine Sweeper or Port Authority approved equal. Vehicle must be equipped with gutter brooms on both sides, two hundred eighty gallon water tank, front spray bar, arrow board and water tank access port for solution addition to water.

The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facility 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. The Port 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, in connection with the permissions granted to the Contractor to park its motor vehicles. No other rights or privileges in connection with parking of motor vehicles at the Facility are or shall be deemed to be granted to the Contractor under this Contract.

The Port Authority shall permit the Contractor during the effective period of this Contract to park these motor vehicles used by it exclusively during its tour of duty and in its operations hereunder on such locations as may from time to time or at any time designated by the Manager. There will be two vehicle spaces available for the parking of the Contractor's vehicles after tour duties

**S14 – Site Specific Recycling and Trash Removal**

In addition to the Trash Removal Requirements set forth in the Standard Contract Terms and Conditions, 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.

**S15 - Scheduling of Work**

A. The Contractor shall, during the term of this Contract with respect to Work covered by Exhibit A, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the 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 months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty 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.

   All invoices and schedules must clearly indicate the appropriate Contract items.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action.

   Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

A. 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.

**S16 - Space Provided the Contractor**

The Port Authority will furnish the Contractor with nonexclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designated by the Manager and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times.

The Port Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Port Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Port Authority be deemed necessary or advisable.

**S17 - Inclement Weather Requirements – Snow Removal**

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice, sleet or flooding from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include but shall not be limited to, sidewalks, building entrance, emergency exits, bus stops, pedestrian crosswalks, and up to ten (10) feet of both side of entrance ticket booths, exit toll booths, adjacent sidewalks in the Parking Lots and Garages. Exterior areas will not include snow removal from actual Roadways.

At the request of the Manager, snow, which is so removed, shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this clause. Compensation for each hour expended by such personnel in the performance of such services shall be at the appropriate Price per Hour as same is set forth in the Contractor's Cost Proposal. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such record as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause.

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

In addition to the materials, supplies and equipment referred to in Section S9, the Contractor shall further provide all snow blowers, snow shovels, brooms, ice choppers, salt spreaders, cyclone spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit weekly usage reports to the Manager detailing all sand/or deicing material utilized by the Contractor for the week covered.

Snow Removal Services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal separately quoted by the Contractor under Snow Removal.

**Photo Identification Cards for Contractor's Additional Employees** - (snow emergency) - The Contractor shall provide photo-identification cards for any additional employees not normally assigned to the facility but who are assigned to the facility for snow emergencies. Such photo-identification cards must be prominently displayed by the employees and shall not be obscured by clothing.

**S18 - Safety Provisions**

Without limitation to any provisions of this Contract:

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 solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage to or loss of property or injury to any person including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

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

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall, at his own expense and as an included cost, be required to train all their personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the Facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

**S19 – Extraordinary Cleaning Services**

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform requested extraordinary cleaning services at the unit prices inserted by the Proposer in the attached Cost Proposal Form 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.

## PART III COST PROPOSAL FORM

### 1. Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.

b. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Cost Proposal Form.

d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Annual Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.

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

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

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for the second and third years of this Contract.

NOTE: All prices shall include, but not be limited to the cost of materials, supplies, equipment and other such items, including, but not limited to those items listed on the Calculation of Hourly Rate Form attached hereto.

**ATTACHMENT B – PART III**

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## FIRST YEAR

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$_____

| | Est. Annual No. of Hours | Charge Per Hour | | Est. Annual Price |
|---|---|---|---|---|
| **Snow Removal** | 5,000 | _____ | X = | $_____ |

| **Extraordinary Cleaning Services** | **Est. Annual No. of Sq. Ft./ Fixtures Hours** | **Charge Per Sq. Ft./ Fixtures Hours** | | **Est. Annual Price** |
|---|---|---|---|---|
| Cleaner Services | 500 Hours | _____ | X = | $_____ |
| Policing | 10,000 Sq. Ft. | _____ | X = | $_____ |
| Machine Sweep | 10,000 Sq. Ft. | _____ | X = | $_____ |
| Glass, Wash and Rinse | 2,000 Sq. Ft. | _____ | X = | $_____ |

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

### FIRST YEAR

| Extraordinary Cleaning Services | Est. Annual No. of Sq. Ft./ Fixtures | Charge Per Sq. Ft./ Fixtures | Est. Annual Price |
|---|---|---|---|
| Bus shelters, wash, rinse and polish | 2,000 Sq. Ft. | _____ | X=$_____ |
| Lavatories, thorough cleaning | 2,000 Sq. Ft. | _____ | X=$_____ |
| Stainless steel, wash, rinse and polish | 2,000 Sq. Ft. | _____ | X=$_____ |
| Toll booths, guard booths, bus shelters Interior thorough cleaning | 2,000 Sq. Ft. | _____ | X=$_____ |
| Toll booths, guard booths, bus shelters exterior, wash and rinse | 2,000 Sq. Ft. | _____ X | = $_____ |
| Power Washing | 2,000 Sq. Ft. | _____ X | = $_____ |
| Degreasing | 2,000 Sq. Ft. | _____ X | = $_____ |
| Relamping | 50 fixtures | _____ X | = $_____ |
| Cut grass | 2,000 Sq. Ft. | _____ X | = $_____ |

**Total Estimated Annual Price for Extraordinary Cleaning Services and Snow Removal $_____**

**A. Estimated Annual Contract Price First Year $_____**
**(Sum of Routine and Periodic Cleaning, Snow Removal and Extraordinary Cleaning Services)**

**ATTACHMENT B – PART III**

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## SECOND YEAR

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$_____

| | Est. Annual No. of Hours | Charge Per Hour | | Est. Annual Price |
|---|---|---|---|---|
| **Snow Removal** | 5,000 | _____ | X = | $_____ |
| **Extraordinary Cleaning Services** | Est. Annual No. of Sq. Ft./ Fixtures Hours | Charge Per Sq. Ft./ Fixtures Hours | | Est. Annual Price |
| Cleaner Services | 500 Hours | _____ | X = | $_____ |
| Policing | 10,000 Sq. Ft. | _____ | X = | $_____ |
| Machine Sweep | 10,000 Sq. Ft. | _____ | X = | $_____ |
| Glass, Wash and Rinse | 2,000 Sq. Ft. | _____ | X = | $_____ |

## COST PROPOSAL FORM
## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS
## SECOND YEAR

| Extraordinary Cleaning Services | Est. Annual No. of Sq. Ft./ Fixtures | Charge Per Sq. Ft./ Fixtures | Est. Annual Price |
|---|---|---|---|
| Bus shelters, wash, rinse and polish | 2,000 Sq. Ft. | _____ | X=$_____ |
| Lavatories, thorough cleaning | 2,000 Sq. Ft. | _____ | X=$_____ |
| Stainless steel, wash, rinse and polish | 2,000 Sq. Ft. | _____ | X=$_____ |
| Toll booths, guard booths, bus shelters Interior thorough cleaning | 2,000 Sq. Ft. | _____ | X=$_____ |
| Toll booths, guard booths, bus shelters exterior, wash and rinse | 2,000 Sq. Ft. | _____ X | = $_____ |
| Power Washing | 2,000 Sq. Ft. | _____ X | = $_____ |
| Degreasing | 2,000 Sq. Ft. | _____ X | = $_____ |
| Relamping | 50 fixtures | _____ X | = $_____ |
| Cut grass | 2,000 Sq. Ft. | _____ X | = $_____ |

**Total Estimated Annual Price for Extraordinary Cleaning Services and Snow Removal** $_____

**A. Estimated Annual Contract Price Second Year** $_____
**(Sum of Routine and Periodic Cleaning, Snow Removal and Extraordinary Cleaning Services)**

**ATTACHMENT B – PART III**

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

## THIRD YEAR

**Routine and Periodic Cleaning** — **Annual Lump Sum Price**

$_____

| | Est. Annual No. of Hours | Charge Per Hour | | Est. Annual Price |
|---|---|---|---|---|
| **Snow Removal** | 5,000 | _____ | X = | $_____ |

| **Extraordinary Cleaning Services** | Est. Annual No. of Sq. Ft./ Fixtures Hours | Charge Per Sq. Ft./ Fixtures Hours | | Est. Annual Price |
|---|---|---|---|---|
| Cleaner Services | 500 Hours | _____ | X = | $_____ |
| Policing | 10,000 Sq. Ft. | _____ | X = | $_____ |
| Machine Sweep | 10,000 Sq. Ft. | _____ | X = | $_____ |
| Glass, Wash and Rinse | 2,000 Sq. Ft. | _____ | X = | $_____ |

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS
## THIRD YEAR

| Extraordinary Cleaning Services | Est. Annual No. of Sq. Ft./ Fixtures | Charge Per Sq. Ft./ Fixtures | Est. Annual Price |
|---|---|---|---|
| Bus shelters, wash, rinse and polish | 2,000 Sq. Ft. | _____ | X = $_____ |
| Lavatories, thorough cleaning | 2,000 Sq. Ft. | _____ | X = $_____ |
| Stainless steel, wash, rinse and polish | 2,000 Sq. Ft. | _____ | X = $_____ |
| Toll booths, guard booths, bus shelters Interior thorough cleaning | 2,000 Sq. Ft. | _____ | X = $_____ |
| Toll booths, guard booths, bus shelters exterior, wash and rinse | 2,000 Sq. Ft. | _____ | X = $_____ |
| Power Washing | 2,000 Sq. Ft. | _____ | X = $_____ |
| Degreasing | 2,000 Sq. Ft. | _____ | X = $_____ |
| Relamping | 50 fixtures | _____ | X = $_____ |
| Cut grass | 2,000 Sq. Ft. | _____ | X = $_____ |

**Total Estimated Annual Price for Extraordinary Cleaning Services and Snow Removal** $_____

**A. Estimated Annual Contract Price Third Year** $_____
**(Sum of Routine and Periodic Cleaning, Snow Removal and Extraordinary Cleaning Services)**

## COST PROPOSAL FORM

## JOHN F. KENNEDY INTERNATIONAL AIRPORT PARKING LOTS AND ASSOCIATED AREAS

A. **Estimated Annual Contract Price First Year** $_____

B. **Estimated Annual Contract Price Second Year** $_____

C. **Estimated Annual Contract Price Third Year** $_____

**Total Estimated Contract Price Three (3) Years** $_____

**(Add A, B, and C)**

# EXHIBIT A

## SCOPE OF WORK

The following work, in the specified areas, shall be performed by the Contractor under this Contract. Square footages for individual areas listed are approximate:

### Routine Cleaning

**Policing:**

All areas to be maintained in a continually clean condition satisfactory to the Manager. The Contractor's employee is entitled to a one-half hour meal break. The Port Authority will not reimburse the Contractor for the one-half hour meal break. Additional coverage will be necessary during the meal break.

Schedule:

A. The Contractor shall have physically present at the times indicated one cleaner per shift seven days per week inclusive of holidays. The shifts are:

1. 6:00 AM to 2:30 PM
2. 2:30 PM to 11:00 PM

**Areas to be Policed**

| Area | Sq. Ft. |
|---|---|
| Air Train Station | 82,513 |
| CNG Station | 18,000 |
| Bus Hold Area | 68,795 |
| Bldg 83 | 31,793 |
| Bldg 84 | 41,863 |
| Bldg. 86 | 57,970 |
| Bldg.87N | 20,157 |
| Bldg 87C | 21,952 |
| Bldg 87S | 21,528 |
| Employee Lot 8 | 608,135 |
| Bow Tie 1 | 160,000 |
| Bow Tie 2 | 174,250 |
| Parking Lots 7 and 7A | 319,726 |
| Total | 1,626,682 |

B. The Contractor shall have physically present at the times indicated two cleaners per shift seven days per week inclusive of holidays. The shifts are:

1. 6:00 AM to 2:30 PM
2. 2:30 PM to 11:00 PM

**Areas to be Policed**

| Area | Square Feet |
|---|---|
| Long Term Lot #9 | 2,478,441 |

C. The Contractor shall have physically present at the times indicated one cleaner per shift seven days per week inclusive of holidays. The shifts are:

1. 6:00 AM to 2:30 PM
2. 2:30 PM to 11:00 PM

**Areas to be Policed**

| Area | Sq. Ft. |
|---|---|
| Orange Lot and Upper Level | 389,785 |
| Green Lot and Garage | 909,261 |
| Red Lot and Garage | 816,694 |
| Blue Lot and Garage | 1,216,948 |
| Yellow Lot and Garage | 583,800 |
| Total | 3,916,488 |

D. The Contractor shall have physically present at the times indicated two cleaners per shift seven days per week inclusive of holidays. The shifts are:

1. 6:00 AM to 2:30 PM
2. 2:30 PM to 11:00 PM

**Areas to be Policed:**

| Area | Sq. Ft. |
|---|---|
| Limo Hold Area | 69,509 |
| Taxi Hold Area | 298,688 |
| Total | 368,197 |

## Machine Sweeping

### Afternoon Machine Sweeping

The areas listed below shall be machine swept seven (7) days per week inclusive of holidays, from 2:30 PM to 11:00 PM. For sweeping the Taxi Hold Area, the "F" Series Elgin shall be used.

| Area | Sq. Ft. |
|---|---|
| Air Train Station | 82,513 |
| Limo Hold Area | 66,651 |
| Taxi Hold Area | 259,370 |
| CNG Station | 18,000 |
| Bus Hold Area | 68,795 |
| Bldg 83 | 31,793 |
| Bldg 84 | 41,863 |
| Bldg. 86 | 57,970 |
| Bldg.87N | 20,157 |
| Bldg 87C | 21,952 |
| Bldg 87S | 21,528 |
| Employee Lot 8 | 608,135 |
| Total | 1,298,727 |

**Night Machine Sweeping**

The areas listed below shall be machine swept seven (7) days per week inclusive of holidays, from 11:00 PM to 7:00 AM

| Area | Sq. Ft. |
|---|---|
| Orange Lot and Upper Level | 389,785 |
| Green Lot and Garage | 909,261 |
| Red Lot and Garage | 816,694 |
| Blue Lot and Garage | 1,216,948 |
| Yellow Lot and Garage | 583,800 |
| Long Term Lot # 9 | 2,424,597 |
| Total | 6,341,085 |

**Night Garage Sweeping (Tennant Sweeper)**

The Green, Red, Blue and Yellow Parking Garages are to be swept with a Tennant Sweeper as specified herein, at least once per night

Two sweeper operators are to operate the sweepers. One operator and sweeper is required for the Blue and Yellow Garages and one sweeper and operator is required for the Blue and Green Garages. Each garage must be swept for four hours. Sweeping shall be performed seven (7) days per week inclusive of holidays, from 11:00 PM to 7:00 AM.

| Area | Sq. Ft. |
|---|---|
| Green Garage | 411,927 |
| Blue Garage | 519,015 |
| Red Garage | 444,544 |
| Yellow Garage | 486,500 |
| Total | 1,861,986 |

**Night Litter Patrol**

Litter patrol shall consist of two cleaners and a supervisor who shall pick up all debris not collected by the machine sweeping in the areas described below. This work shall be done 11:00 PM to 7:00 AM seven days per week inclusive of holidays.

| Area | Sq. Ft. |
|---|---|
| Air Train Station | 82,513 |
| Limo Hold Area | 69,509 |
| CNG Station | 18,000 |
| Bus Hold Area | 68,795 |
| Bldg 83 | 31,793 |
| Bldg 84 | 41,863 |
| Bldg. 86 | 57,970 |
| Bldg.87N | 20,157 |
| Bldg 87C | 21,952 |
| Bldg 87S | 21,528 |
| Blue Lot and Garage | 1,216,948 |
| Yellow Lot and Garage | 583,800 |
| Green Lot and Garage | 909,261 |
| Red Lot and Garage | 816,694 |
| Employee Lot 8 | 617,737 |
| Long Term Lot #9 | 2,478,441 |
| Orange Lot and Upper Level | 389,785 |
| Total | 7,446,746 |

**Thorough Cleaning of Garage and Toll Plaza Areas:**

All areas are to be cleaned to the satisfaction of the Manager.

**Garage Emergency Stairwells**

The stairwells shall be hand swept once per shift, seven days per week. There are five (5) stairwells in the Blue and Orange lots and four (4) each in the Green, Red and Yellow lots

**Toll Plaza and Taxi Dispatch Lavatories**

All lavatories shall be thoroughly cleaned between 6:00 AM and 11:00 PM seven days per week.

The thorough cleaning of lavatories shall consist of the following: refilling all soap, towel, tissue, sanitary napkin, air freshener and toilet seat cover dispensers, removal and disposal of all trash, damp wiping, sanitizing and relining of trash receptacles, dispensers, the washing and sanitizing of all interior and exterior surfaces of showers, commodes, urinals and wash basins, the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the spot washing and sanitizing of all wall surfaces daily. The cleaning of all mirrors, partitions, doors and wainscoting, and the mopping and rinsing of all floor areas daily. A solution of detergent-sanitizer-odor counter-actant material shall be used for all cleaning and mopping operations. Report any defective lamps and bulbs and spot re-lamp as necessary.

| Area | Square Feet |
|---|---|
| Yellow Lot | 70 |
| Orange Lot | 140 |
| Red Lot | 70 |
| Green Lot | 70 |
| Blue Lot | 70 |
| Taxi Hold Dispatchers Build. | 70 |
| Long Term Lot | 70 |
| Total | 560 |

## Guard Booths and Toll Booths

All guard booths shall be thoroughly cleaned between 6:00 AM and 11:00 PM seven days per week.

The thorough cleaning of the booths shall consist of the sweeping and wet moping of all floors, the dusting and washing of all interior horizontal and vertical surfaces, washing of all interior and exterior glass, emptying of all trash containers, cleaning of all cash drawers in the toll booths, cleaning of heating units, washing of rubber mats, scrubbing of door tracks with a metal brush, and spot re-lamping and washing of fixtures as necessary.

| Area | Square Feet |
|---|---|
| Orange Lot (4) @ 30 sq ft. | 120 |
| Guard Booths (21) @14 sq ft. | 336 |
| Tower Guard Booths (3)@150 sq ft. | 450 |
| Yellow Lot (3) @30 sq ft. | 90 |
| Red Lot (10)@30 sq ft | 300 |
| Green Lot (7)@30 sq. ft. | 210 |
| Blue Lot (9)@30 sq. ft. | 270 |
| Taxi Hold (7) @ 27 sq. ft. | 189 |
| Lot 7+7A (5) @ 60 sq. ft. | 300 |
| Taxi Booths (12)@ 9 sq ft | 108 |
| Lot 9 (5) @ 169 sq ft. | 845 |
| Total | 3,227 |

## Hanger 12 Overflow Lot

The Hanger 12 Overflow Lot shall be serviced during the months of March, April, June July, November and December, unless otherwise directed by the Manager.

The area consists of 396,170 square feet of asphalt pavement with one (1) seventy (70) square foot unisex lavatory as well as five (5) bus shelters each of approximately seventy (70) square feet.

During the active months the Contractor shall provide the following service:

**Policing:**

All areas to be maintained in a continually clean condition satisfactory to the Manager. The Contractor's employee is entitled to a one-half hour meal break. The Port Authority will not reimburse the Contractor for the one-half hour meal break. Additional coverage will be necessary during the meal break

Schedule:

A. The Contractor shall have physically present at the times indicated one cleaner per shift seven days per week inclusive of holidays. The shifts are:

1) 6:00 AM to 2:30 PM
2) 2:30 PM to 11:00 PM

**Night Machine Sweeping for the Hanger 12 Overflow Lot**

The area shall be machine swept seven (7) days per week inclusive of holidays, from 2:30 PM to 11:00 PM.

**Night Litter Patrol for the Hanger 12 Overflow Lot**

The Night Litter Patrol as described herein shall perform the same services in the same timeframe in this lot.

**Lavatory Cleaning**

All lavatory shall be thoroughly cleaned between 6:00 AM and 11:00 PM seven days per week.

The thorough cleaning of the lavatory shall consist of the following: refilling all soap, towel, tissue, sanitary napkin, air freshener and toilet seat cover dispensers, removal and disposal of all trash, damp wiping, sanitizing and relining of trash receptacles, dispensers, the washing and sanitizing of all interior and exterior surfaces of showers, commodes, urinals and wash basins, the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the spot washing and sanitizing of all wall surfaces daily. The cleaning of all mirrors, partitions, doors and wainscoting, and the mopping and rinsing of all floor areas daily. A solution of detergent-sanitizer-odor counter-actant material shall be used for all cleaning and mopping operations. Report any defective lamps and bulbs and spot re-lamp as necessary.

**Aqueduct Racetrack Parking Lot**

The Aqueduct Racetrack Parking Lot consists of 959,491 square feet of asphalt pavement.

Once a week, on a day to be determined by the Manager, the area shall be machine swept.

Once a week, on a day to be determined by the Manager, area shall be policed and all trash cans shall be emptied and relined. All trash will be placed in a roll off designated by the Manager and provided by the Port Authority.

## Procedures for Selected Items of Periodic Work

### Water Cooler Cleaning

Procedure:

Water Cooler Cleaning

The Contractor shall be required, when ordered by the Manager to disinfect the water coolers at the Facility. Compensation for such work shall be as set forth on the Contractors Cost Proposal Form. The following procedure shall be followed for the disinfecting of the coolers. Rubber on latex gloves (dispensable) must be used.

Procedure applies to cold water reservoir only. Hot water tanks are sealed closed and don't require cleaning.

1. Unplug unit.
2. Close shut off valve.
3. Remove cover.
4. Remove float assembly and replace air filter.
5. Disconnect carbon filter.
6. Empty stainless steel reservoir through spigot.
7. Wet wipe and rinse the inside of the stainless steel reservoir with ½ tablespoon of hydrogen peroxide.
8. Fill stainless steel reservoir and drain though spigot, refill, and drain again.
9. Replace float assembly.
10. Remove and clean the inside of the unit and drip tray with liquid soap and warm water. Make sure washed parts are rinsed properly and all soap residue is removed.
11. Vacuum dust from coils.
12. Replace cover.
13. In a clean bucket of water submerge and rinse new carbon filter to remove carbon dust.
14. Install new carbon filter.
15. Plug unit back in.

**Graffiti Removal from Concrete Surfaces**

Procedure:

Any solution used by the Contractor for graffiti removal shall meet or exceed all EPA, NJDEP,OHSA or NYDEP standards and be on the Port authority Approved Products List. The solution shall be applied at a minimum of four thousand psi measured at the tip at a minimum rate of 12 gpm. The solution shall be applied to the surface heated by a diesel fired burned rated at 1,000,000 BTU and shall be applied at a minimum temperature of 190 degrees.

**Toll Lane Degreasing**

The Contractor shall prepare a degreasing method for approval by the Manager prior to the commencement of the Contract. Dry degreasing will be considered only if the method will not scarify or abrade the road surface. Wet degreasing will be considered. The contractor shall supply the name of the chemical to be used, the material Safety Data Sheet, the degreasing method, and a secondary method to be used during sub freezing temperatures. All liquids generated through wet degreasing must be collected and disposed of through the Facility's treatment system. No run off shall be allowed to enter the storm sewer system. When work is performed Port Authority traffic standards shall be adhered to

**Periodic Work to be performed.**

| | | PERIODIC CLEANING | | |
|---|---|---|---|---|
| Area | Operation | Surface | Sq. Ft. | Frequency (Times per Year) |
| Bus Shelters | | | | |
| Outside Lots | Wash and Rinse | Glass+ Metal | 2430 | 52 |
| Red Lot Shelters | Wash and Rinse | Glass+ Metal | 440 | 52 |
| Green Lot/Garage Shelters | Wash and Rinse | Glass+ Metal | 440 | 52 |
| Bus shelters Lots 8 and 9 | Wash and Rinse | Glass+ Metal | 1540 | 52 |
| | | | | |
| Exterior Lavatory Walls | | | | |
| Orange Lot | Wash, rinse,polish | Stainless Steel | 712 | 16 |
| Yellow Lot | Wash, rinse,polish | Stainless Steel | 712 | 16 |
| Red Lot | Wash, rinse,polish | Stainless Steel | 712 | 16 |
| Green Lot | Wash, rinse,polish | Stainless Steel | 712 | 16 |
| Blue Lot (incl.substation) | Wash, rinse,polish | Stainless Steel | 2612 | 16 |
| All toll booths in parking lots and Central Taxi Hold | Wash, rinse,polish | Stainless Steel | 13300 | 16 |
| CTA Taxi Dispatch Booth | Wash, rinse,polish | Stainless Steel | 1600 | 16 |
| Long Term Lot # 9 | Wash, rinse,polish | Stainless Steel | 1600 | 16 |

Power Washing

| | | | | |
|---|---|---|---|---|
| Blue lot, all toll booth islands and sidewalks | High temp+pressure wash | Concrete | 1125 | 6 |
| Blue Parking Garage All concrete surfaces and helix sidewalk | High temp+pressure wash | Concrete | 90000 | 6 |
| Elevator waiting pads | High temp+pressure wash | Concrete | 5000 | 6 |
| Emergency Stairs | High temp+pressure wash | Concrete | 544 | 4 |
| Yellow Parking Lot All toll booth islands, sidewalks, staircases wheelchair and helix ramps | High temp+pressure wash | Concrete | 87000 | 6 |
| Green Parking Lot All toll booth islands, sidewalks, staircases elvevator pads and helix pads | High temp+pressure wash | Concrete | 98000 | 6 |
| Orange Parking Lot All toll booth islands, sidewalks, staircases elvevator pads and helix pads | High temp+pressure wash | Concrete | 98000 | 6 |
| Red Parking Lot All toll booth islands and sidewalks. | High temp+pressure wash | Concrete | 29359 | 6 |
| Central Taxi Hold Lot All concrete surfaces | High temp+pressure wash | Concrete | 100000 | 9 |
| Central Taxi Hold Lot Lavatories, concrete surfaces | High temp+pressure wash | Concrete | 1000 | 12 |

| | | | | |
|---|---|---|---|---|
| Central Taxi Hold Lot Service Build. Exteriors | High temp+pressure wash | Concrete | 7000 | 9 |
| Employee lots 8 All Exit and Entrance islands and bus pads | High temp+pressure wash | Concrete | 6100 | 2 |
| Long Term Lot 9 All Exit and Entrance islands and bus pads | High temp+pressure wash | Concrete | 60844 | 6 |
| Area | Operation | Surface | Sq. Ft. | Frequency (Times per Year) |
| All Toll Plaza Canopies | High temp+pressure wash | Various | 45200 | 2 |
| Lot 9 and Train Station Station, waiting area and bus stop | High temp+pressure wash | Concrete | 2093 | 9 |
| Central Taxi Hold Mens Room Dispatchers Build. Interior | High temp+pressure wash | Concrete | 45 | 2 |
| Blue, Green, Red, Orange and Yellow Lots, Lots 7, 9 and Taxi Hold | Hose and Rinse | Concrete | 18000 | 36 |
| Bus Stop Pads 31 Locations | High temp+pressure wash | Concrete | 4032 | 4 |
| Degreasing | | | | |
| Blue Lot | Degrease all toll lanes | Concrete | 8800 | 6 |
| Yellow Lot | Degrease all toll lanes | Concrete | 7700 | 6 |
| Red Lot | Degrease all toll lanes | Concrete | 7700 | 6 |

| | | | | |
|---|---|---|---|---|
| Green Lot | Degrease all toll lanes | Concrete | 6790 | 6 |
| Long Term Lot 9 | Degrease all toll lanes | Concrete | 5000 | 6 |
| Employee Parking Lot 8 | Degrease all entrance and exit lanes | Concrete | 3700 | 6 |
| Lot 7 | Degrease all toll lanes | Concrete | 6790 | 6 |
| Orange Lot | Degrease all toll lanes | Concrete | 7700 | 6 |

PERIODIC
CLEANING

| Area | Operation | Surface | Number | Frequency (Times per Year) |
|---|---|---|---|---|
| Water Coolers | Clean and disinfect | Various | 40 | 4x yr. |

| Area | Operation | Surface | Sq. Ft. | Frequency (Times per Year) |
|---|---|---|---|---|
| Lawn | Mow Grass | Grass | 15,000 | 16<br>Twice per month<br>April to Nov. |

PERIODIC CLEANING

| Area | Operation | Surface | Sq. Ft. | Frequency (Times per Year) |
|---|---|---|---|---|
| Taxi Hold Lot | Degrease all toll lanes | Concrete | 6600 | 6 |
| Taxi Hold Lot | Degrease lot | Asphalt | 214000 | 6 |
| Limo Hold Lot | Degrease lot | Asphalt | 666651 | 6 |

PERIODIC CLEANING

| Area | Operation | Items | Frequency (Times per Year) |
|---|---|---|---|
| Toll Booth Re-lamping | Re-lamping | 100 Fixtures | 1 |
| Toll Booth Re-lamping | Wash and Rinse | 100 Fixtures | 1 |

# PART IV - STANDARD CONTRACT TERMS AND CONDITIONS

## STANDARD CONTRACT TERMS AND CONDITIONS


**PART I GENERAL DEFINITIONS** ..... 3

**PART II GENERAL PROVISIONS** ..... 4

1. Facility Rules and Regulations of The Port Authority ..... 4
2. Contractor Not An Agent ..... 4
3. Contractor's Warranties ..... 5
4. Personal Non-Liability ..... 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination ..... 6
6. Rights and Remedies of the Port Authority ..... 6
7. Rights and Remedies of the Contractor ..... 6
8. Submission To Jurisdiction ..... 6
9. Harmony ..... 7
10. Claims of Third Persons ..... 7
11. No Third Party Rights ..... 8
12. Provisions of Law Deemed Inserted ..... 8
13. Costs Assumed By The Contractor ..... 8
14. Default, Revocation or Suspension of Contract ..... 8
15. Sales or Compensating Use Taxes ..... 11
16. No Estoppel or Waiver ..... 11
17. Records and Reports ..... 11
18. General Obligations ..... 12
19. Assignments and Subcontracting ..... 14
20. Indemnification and Risks Assumed By The Contractor ..... 14
21. Approval of Methods ..... 15
22. Safety and Cleanliness ..... 15
23. Accident Reports ..... 15
24. Trash Removal ..... 15
25. Lost and Found Property ..... 16
26. Property of the Contractor ..... 16
27. Modification of Contract ..... 16
28. Invalid Clauses ..... 16
29. Approval of Materials, Supplies and Equipment ..... 16
30. Intellectual Property ..... 17
31. Contract Records and Documents – Passwords and Codes ..... 17
32. High Security Areas ..... 17
33. Notification of Security Requirements ..... 18
34. Construction In Progress ..... 19
35. Permit-Required Confined Space Work ..... 19
36. Signs ..... 19
37. Vending Machines, Food Preparation ..... 19
38. Non-Publication ..... 19
39. Time is of the Essence ..... 19
40. Holidays ..... 19
41. Personnel Standards ..... 20
42. General Uniform Requirements for Contractor's Personnel ..... 20
43. Labor, Equipment and Materials Supplied by the Contractor ..... 20
44. Contractor's Vehicles – Parking - Licenses ..... 2

45. Manager's Authority ..... 2
46. Price Preference ..... 2
47. Good Faith Participation ..... 2

**PART III CONTRACTOR'S INTEGRITY PROVISIONS ..... 22**

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information ..... 2
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees ..... 2
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 ..... 2
4. No Gifts, Gratuities, Offers of Employment, Etc ..... 2
5. Conflict of Interest ..... 2
6. Definitions ..... 2

# STANDARD CONTRACT TERMS AND CONDITIONS

## PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART II GENERAL PROVISIONS

### 1. Facility Rules and Regulations of The Port Authority

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

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

### 2. Contractor Not An Agent

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

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

**3. Contractor's Warranties**

The Contractor represents and warrants:

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

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

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

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

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

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

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

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

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

**4. Personal Non-Liability**

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

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

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

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

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

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

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

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

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

d. The right to money damages.

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

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

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

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

**8. Submission To Jurisdiction**

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

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

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

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

## 9. Harmony

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

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

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

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

## 10. Claims of Third Persons

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

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

**11. No Third Party Rights**

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

**12. Provisions of Law Deemed Inserted**

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

**13. Costs Assumed By The Contractor**

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

**14. Default, Revocation or Suspension of Contract**

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

**15. Sales or Compensating Use Taxes**

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

**16. No Estoppel or Waiver**

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

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

**17. Records and Reports**

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

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

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

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

**18. General Obligations**

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

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

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

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

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

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

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

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

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

**19. Assignments and Subcontracting**

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

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

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

**20. Indemnification and Risks Assumed By The Contractor**

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

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

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

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

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

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

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

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

**21. Approval of Methods**

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

**22. Safety and Cleanliness**

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

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

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

**23. Accident Reports**

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

**24. Trash Removal**

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

**25. Lost and Found Property**

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

**26. Property of the Contractor**

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

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

**27. Modification of Contract**

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

**28. Invalid Clauses**

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

**29. Approval of Materials, Supplies and Equipment**

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

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

## 30. Intellectual Property

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

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

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

## 31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

## 32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

**33. Notification of Security Requirements**

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

## 34. Construction In Progress

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

## 35. Permit-Required Confined Space Work

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

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

## 36. Signs

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

## 37. Vending Machines, Food Preparation

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

## 38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

## 39. Time is of the Essence

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

## 40. Holidays

The following holidays will be observed at the Site:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |

| | |
|---|---|
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Christmas Day | |

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

**41. Personnel Standards**

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

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

**42. General Uniform Requirements for Contractor's Personnel**

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

**43. Labor, Equipment and Materials Supplied by the Contractor**

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

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

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

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

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

applicable regulations.

**44. Contractor's Vehicles – Parking - Licenses**

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

**45. Manager's Authority**

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

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

**46. Price Preference**

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

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

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

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

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

**47. Good Faith Participation**

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

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

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

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

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting Small Business Programs at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

## PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

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

required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

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

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

## 5. Conflict of Interest

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

## 6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

ATTACHMENT C
PROPOSER NAME: _____ PROPOSAL NUMBER _____

# CALCULATION OF HOURLY RATE

## GENERAL CLEANING AND MACHINE SWEEPING AT JFK INT'L AIRPORT

## CLEANER

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

ATTACHMENT C
PROPOSER NAME: _____ PROPOSAL NUMBER _____

# CALCULATION OF HOURLY RATE

## GENERAL CLEANING AND MACHINE SWEEPING AT JFK INT'L AIRPORT

## SUPERVISOR

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

ATTACHMENT D

RESERVED

ATTACHMENT E

CUSTOMER SERVICE – AIRPORT STANDARDS MANUAL

# CUSTOMER SERVICE

## Airport Standards Manual

**John F. Kennedy International Airport**
**LaGuardia Airport**
**Newark Liberty International Airport**
**Teterboro Airport**
**Downtown Manhattan Heliport**

**Prepared and Published by**
The Port Authority of New York & New Jersey - Aviation Department
Customer, Cargo, Concessions & Airport Services Division

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Fourth Edition, May 2005

## Mission

*To plan, develop, promote, operate and maintain a unified system of regional airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.*

## Vision

- *Focus on Customer Well Being - Provide an airport environment where customers are safe and secure, yet receive quality service.*
- *Be a Model for Service, Security, Efficiency, Safety and Effectiveness.*
- *Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.*

Fourth Edition, May 2005

## TABLE OF CONTENTS


Introduction & Performance Measurement Program.....4

1.0 Employee Attitude, Appearance, Awareness and Knowledge.....17

2.0 Curbside.....20

3.0 Airline Ticket Lobby Check-in Areas.....23

4.0 Walkways, Corridors, Elevators and Escalators.....26

5.0 Passenger & Baggage Screening Areas.....28

6.0 Restrooms.....30

7.0 Gate Areas.....34

8.0 Retail Services.....37

9.0 Food & Beverage Services.....41

10.0 Baggage Claim.....45

11.0 Ground Transportation.....48

12.0 Taxi Dispatch.....53

13.0 Parking Lots & Garages.....54

14.0 Construction.....58

15.0 Charter Operations.....61

16.0 Ramp & Airside.....64

17.0 Assistance to Stranded Passengers.....68

18.0 AirTrain.....70

19.0 Assistance to Passengers with Reduced Mobility (PRM).....77

20.0 Public Circulation & Queue Management.....82

21.0 Orderly Evacuation & Resumption of Services.....86

# Introduction

## Airport Standards Manual

The Airport Standards Manual (ASM) is produced by the Port Authority Aviation Department with all rights reserved. The ASM serves as the primary document outlining the customer service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Standards fall under three broad categories – Customer Service, Signing and Wayfinding, and Planning and Design for Terminals and Facilities. The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool.

## Purpose

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual – Customer Service Standards for the benefit of all airport customers.

It is expected that the Port Authority and all employers on the airports strive to meet or exceed these standards.

This Manual defines *Customer Service Standards* and the *Performance Measurement Program* and is made available to all partners. It will continue to evolve and grow to meet the demands of our customers, through changes in operating procedures, facilities and the introduction of technology by the aviation industry and government regulations.

## The Standards

These Customer Service Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

- Standards referring to "Adequate" or "Sufficient" lighting shall conform to the Illuminating Engineering Society of North America (IES-NA) ***Lighting Handbook, 8th Edition Section 11*** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the Port Authority Aviation Department ***Signing and Wayfinding Standards Manual*** as well as those areas addressed in this manual.

- All Terminal Planning shall be in conformance with the Port Authority Aviation Department ***Planning and Design for Terminals and Facilities Standards*** including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas and Concessions Locations and subject

to ***Tenant Alteration Application (TAA) Procedures and Standards Guide*** reviews and subsequent addenda.

- All Airport Partners must adhere to the Airport Rules and Regulations.

Customer Service Standards are being implemented at Port Authority airports facilities, and are reviewed regularly against best industry practices to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, facility quality assurance reviews, focus groups and data gathered for the Port Authority.

Due to modifications, either through addition or deletion, standards numbering may be different from the previous edition. Also, this edition of the manual includes a designation at the end of each of the standards indicating whether the standard is a high or routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered routine in nature.

### Immediate Action Items

Certain aspects of the Mystery Shopping and Facility Quality Assurance Review process are deemed to be ***"Immediate Action Items"***, requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Rudeness / indifference to customers**
- **Excessive disrepair**

If mystery shoppers/inspectors witness any of these conditions they will immediately notify the proper airport contacts. For EWR, call 973-961-6154, for JFK, call 718-244-8158 and for LGA, call 718-533-3700.

## Airport Performance Measurement Program (APMP)

### I. SERVICE COMMITMENT

The Airport Performance Measurement Program (APMP) provides the framework outlining the process that encourages actions and a commitment to customer service regardless of who provides the service. More specifically, the APMP is designed to:

1) Recognize "Satisfactory" performance by Partners who continue to improve customer satisfaction.

2) Provide a useful management tool to identify to Partners the areas that "Need Improvements".

3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM) - Customer Service Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas. It is suggested that all partners attend an annual briefing session with the Port Authority to review these standards.

Commitment to upholding the standards is essential for providing quality customer service. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner's performance is considered to be "**Satisfactory**" when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

There is, however, an important distinction between the level of customer satisfaction achieved by a Partner, and the Partner's level of commitment and compliance to the ASM. Customer satisfaction is useful in measuring the customers' perceptions about each Airport's services but does not directly evaluate a Partner's commitment, compliance, or performance. Similarly, Partner compliance is a useful measure to determine how committed a Partner is to implementing the ASM; yet this may not be reflected in the Partner's level of customer satisfaction. Where feasible, the two elements, customer satisfaction and Partner's commitment, must be measured and evaluated together to determine a Partner's true effectiveness and the effect the ASM – Customer Service Standards and the APMP have on customer service.

## II. OBJECTIVES

The overall objective of the APMP is to improve the quality of service offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partners employees, contributes to the quality of customer service.

Where the ASM - Customer Service Standards defines good customer service, the APMP defines performance measurement and provides a management tool to recognize **Satisfactory** performance and to monitor actions taken to address areas in **Need of Improvement**. By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of their commitment necessary for quality airport customer service.

The APMP also outlines how "**Scorecards**" are developed and explains the method used in periodically determining each Partner's performance. The scorecard is the measure of a Partner's performance in a specific area. The scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping, and facility quality assurance reviews.

## III. METHODOLOGY

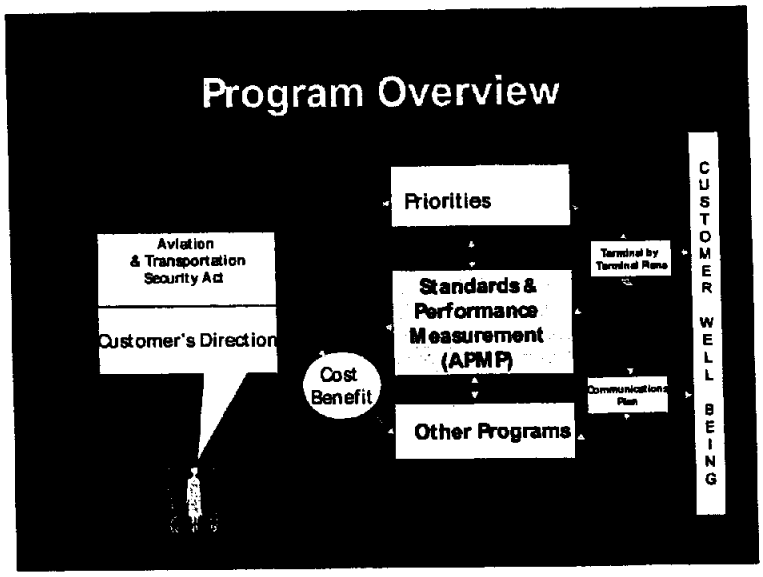
This section proposes a general framework for a quantitative strategy to:

(1) Measure Partners' performance.
(2) Provide an objective means for recognizing **Satisfactory** performance.

(3) Monitor actions required by Port Authority staff and Partners in areas in "Need of Improvement" that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer service and provides a recommended strategy for assessing Partners' performance.

To begin with, **Figure** 1 briefly illustrates the various steps of the Customer Well Being process used to develop the ASM Customer Service Standards and to integrate them with the APMP. There are three major components to the development of the APMP:




Figure

1. **Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool. See page 1.

2. **Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer service through several actions including but not limited to Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.

3. **Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Service Standards, Signs Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

## A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners performance. Limiting the data to few sources allows Port Authority staff to focus their efforts on developing and refining the questions and data collection procedures, rather than attempting to use multiple sources that employ different collection techniques and scoring methodologies. Mystery shopping, facility quality assurance reviews, and additional data collection all monitor Partners performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer service:

1. **Customer Satisfaction Survey** – The Customer Satisfaction Survey report quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen passengers are asked to rate various service area attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers indicating scores of 8 and higher are considered to be "delighted or pleased." A score is obtained by dividing the total number of passengers polled by the number of passengers who are delighted or pleased with the service.
2. **Mystery Shopping** – The mystery shopping report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage is reported for each Partner. This is the predominant method of data collection as it provides some measure of Partner performance for all of the service standard categories.

## Mystery Shop Summary Report

**Figure 2 Mystery Shopping Summary**

**Property Number:** EWR-B-TO

**Property Name:** Newark Terminal B Operator - PA

**Date of Evaluation:** 3/23/2005

**Previous Evaluation:** 2/14/2005

| | Standards Missed | Max to Pass | Status | Rolling Average | Previous Score | Gap to Acceptability | High | Routine |
|---|---|---|---|---|---|---|---|---|
| **TERMINAL** | 27 | | | 24.00 | 21 | 13% | | |
| **CURBSIDE DEPARTURE** | 5 | | | 7.50 | 10 | 11% | | |
| **Overall Cleanliness/ Conditions** | 4 | | | 5.00 | | | | |
| **Curbside Departure** | 5 | | | | | | | |
| Standards of Cleanliness | 1 | | | | | | | |
| Standards of Condition | 3 | | | | | | | |
| Standards of Functionality | 0 | | | | | | | |
| Signs, Directions, and Information | 0 | | | | | | | |
| Standards of Employee Attitude, Appearance and Knowledge | 1 | | | 2.50 | | | | |

3. **Facility Quality Assurance Reports** – Facility quality assurance reports, **Figure 3**, provide summarized routine and high priority deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of "0" if the standard is met or "1" if it does not meet the standard. Routine deficiencies are quick fixes identified with mostly cleaning or management issues while high priority deficiencies are those addressing condition and functionality and are more likely to be capital intensive and long term fixes. The high and routine deficiencies identified through facility quality assurance reviews are then totaled and distributed to all partners for follow up actions.

**Facility Summary Report**

**Property Number:** EWR-B-TO
**Property Name:** Newark Terminal B Operator - PA
**Date of Evaluation:** 1/14/2005
**Previous Evaluation:**

**Figure 3 Inspection Summary**

| | Standards Missed | Max to Pass | Status | Rolling Average | Previous Score | Gap to Acceptability |
|---|---|---|---|---|---|---|
| **TERMINAL** | 243 | | | 243 | N/A | 15% |
| **CURBSIDE DEPARTURE** | 7 | | | 7 | N/A | 29% |
| **Curbside Departure - Terminal B** | 7 | | | | | |
| Standards of Cleanliness | 2 | | | | | |
| Standards of Condition | 5 | | | | | |
| Standards of Functionality | 0 | | | | | |
| Signs, Directions, and Information | 0 | | | | | |

4. **Additional Data Collection and Partners' Information** – This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. The areas subject to data collection include but are not limited to airlines check-in, gates and speed/accuracy of baggage delivery, TSA wait time at security checkpoints, CBP wait time, US VISIT Exit process, Air Train, taxi queue, and parking lot exit wait time and queues.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

## B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed monthly and will be supplemented with periodic staff facility quality assurance reviews and data collection. These two monitoring sources

will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual facility quality assurance reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, facility quality assurance reviews, or data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random facility quality assurance reviews for cleanliness, condition and functionality based on the ASM – Customer Service Standards. Contractor performance will be evaluated based upon criteria including, but not limited to, the degree and extent to which the contractor can effectively manage the services outlined in its' Port Authority Agreement, the quality of the employee-training program and the ability to retain employees in the service at the Airport. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff facility quality assurance reviews.

For Port Authority contractors, performance over the entire contract period will be taken into account and the final contract year will have several measurement periods. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor's scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

**Scorecards** contain an overview of the grading system and the performance targets for several areas. Performance targets have been set based on achievable scores from previous surveys, mystery shops or facility quality assurance reviews. Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established.

The overall performance measurement strategy is based on the calculation of a total weighted score derived from the data sources described above. Using the overall weighted score, the Port Authority could provide a performance bonus for **Satisfactory** performance or enact actions for under-performance or areas in **Need of Improvement**. The measurement of performance for some areas may be based upon one or more measurement source while others may use multiple measurement sources to establish a base score.

Based on the results of the weighted score, the Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures , and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target.

**Figure 4** illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement**.

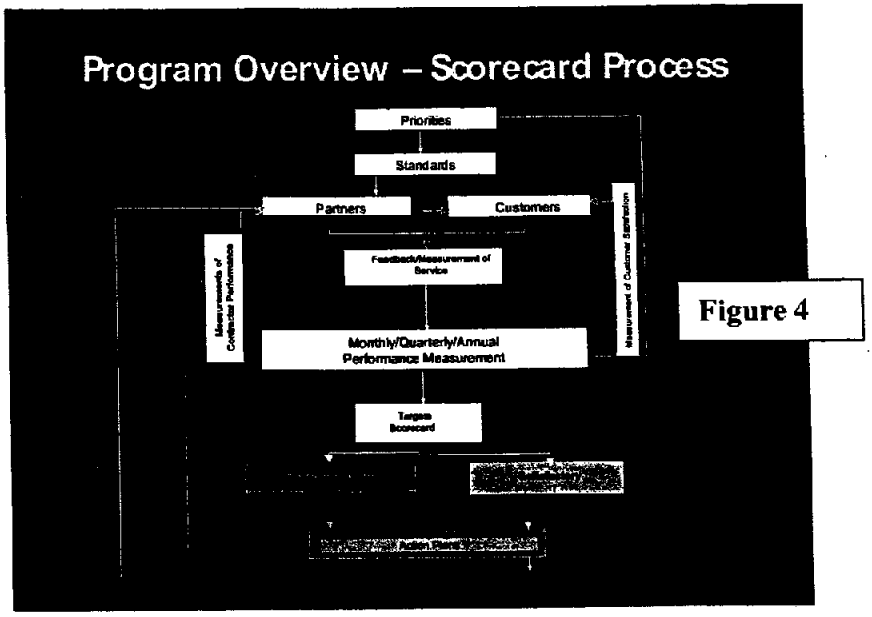



Figure 4

## IV. SCORECARDS

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of 3rd-party partners performance.

There are two categories of contractors – those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines . In many cases, the Port Authority has the ability to recognize Satisfactory performance and also to take appropriate action(s) when performance is rated in Need of Improvement for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

- The following is a list of existing scorecards measuring courtesy of employees:
  - Concessions (retail, food & beverage).
  - Parking
  - Taxi Dispatch
  - On Airport Bus

- The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:
  - Concessions (retail, food & beverage)
  - AirTrain Stations
  - Parking
  - Gate Areas
  - Taxi Dispatch
  - AirTrain Vehicles
  - On-Airport Bus
  - Restrooms

## A. Scorecards Descriptions & Methodology

- A Sample Needs Improvement Scorecard [Figure 5]

**Performance Measurement Scorecard - Gate Area**

**Central Terminal Building - LGA**

| Gates | Security Lanes | Gate Sq. Ft | Avg. Mvmt. Per Day | Avg. Mvmt per Gate per Day | Annual Outbound Pax | Avg. Sq. Ft. Gate Area | Sq Ft per Avg Daily Pax | IATA Level of Service |
|---|---|---|---|---|---|---|---|---|
| 38 | 12 | 48,000 | 404 | 11 | 5,468,274 | 1,263 | 3.2 | F |

| | Customer Satisfaction | Mystery Shopping | Facility Quality Assurance | |
|---|---|---|---|---|
| | | Condition | | Routine Items |
| Timeframe | Annual - June 2004 | Rolling Average | Semi-Annual January 2005 | |
| Actual Score | 33 | 9 | | 17 |
| Performance Target | 49-54 | 8 | | 29 |
| Specific Results | Needs Improvement | Needs Improvement | | Satisfactory |

| Overall Progress | Needs Improvement |
|---|---|

To achieve an overall *satisfactory* performance, all targets must be met or exceeded.

| Notes |
|---|
| * This is an interim scorecard. ONLY EXISTENT SHORTFALL AND INSPECTION SCORES WILL BE A FACTOR IN THE DETERMINATION OF THE "OVERALL PROGRESS" SCORE. |
| * Customer Satisfaction Target is based on the average of the three airports highest departure passenger satisfaction scores but never lower than the prior target. |
| * Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target. |
| * Inspection Targets are based on the average number of deficiencies per square foot of gate area. One deficiency for every 1,582 square feet is acceptable. Most targets may be lower but never higher. |
| * Gate and Terminal Information obtained through inspection of the facilities. |
| * Passenger and aircraft movement data is based on information obtained from the Strategic Analysis & External Affairs Unit of the Aviation Department. |

- **A sample Satisfactory scorecard [Figure 6]**

| Performance Measurement Scorecard - Gate Area<br>Terminal B - EWR | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Gates | Security Lanes | Gate Sq. Ft | Avg. Mvmt. Per Day | Avg. Mvmt per Gate per Day | Annual Outbound Pax | Avg. Sq. Ft. Gate Area | Sq Ft per Avg Daily Pax | IATA Level of Service |
| 25 | 8 | 81,000 | 164 | 7 | 3,033,763 | 3,240 | 9.7 | D |

| | Customer Satisfaction | Mystery Shopping | Facility Inspection | |
|---|---|---|---|---|
| | | Condition | High Priorities | Routine Items |
| Timeframe | Annual - June 2004 | Rolling Average | Semi-Annual January 2005 | |
| Actual Score | 55 | 4 | 9 | 36 |
| Performance Target | 49-54 | 5 | 12 | 48 |
| Specific Results | Satisfactory | Satisfactory | Satisfactory | Satisfactory |

| Overall Progress | Satisfactory |
|---|---|

*To achieve an overall satisfactory performance, all targets must be met or exceeded.*

| Notes |
|---|
| * Customer Satisfaction Target is based on the average of the three airports highest departure passenger satisfaction scores but never lower than the prior target. |
| * Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target. |
| * Inspection Targets are based on the average number of deficiencies per square foot of gate area. One high deficiency per xxxx square feet of gate space and one routine deficiency for every xxxx square feet is acceptable. Next targets may be lower but never higher. |
| * Gate and Terminal information obtained through inspection of the facilities. |
| * Passenger and aircraft movement data is based on information obtained from the Strategic Analysis & External Affairs Unit of the Aviation Department. |

The scorecards are created by the Aviation Department based on the information obtained through various measurement sources. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. Below is a description of how the targets are set for each of the measurement methods.

**Customer Satisfaction Survey:** The customer satisfaction survey results are produced annually, and therefore the scorecard will be updated with this information only once a year. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 54 percent. The gate areas in the Central Terminal Building at LGA were deemed unacceptable because their score was not within

the acceptable range, thereby receiving a classification of "**needs improvement**". **Figure 6** illustrates a scorecard in which all targets have been met or exceeded and therefore performance is rated as "**satisfactory**".

**Mystery Shopping:** Mystery Shopping is performed monthly, with each terminal being shopped once per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops. The lower number missed, the better the score. Each functional area's score for the twelve (12)-month period preceding the issuance of the scorecard will constitute their "rolling average". The lowest "rolling average" score in each functional area from each airport will be averaged to obtain the target scores. A five (5)-point margin will be applied to the target score. To be considered "satisfactory", the area must fall within this range. The mystery shopping scores will be updated on each semi-annual scorecard.

**Facility Quality Assurance Reports:** The facility quality assurance review will be performed semi-annually. The scoring for the facility quality assurance reviews is based on the number of standards missed, however the scores are divided based on their priority into high or routine items. Much like mystery shopping, the goal is to have the lowest score possible in both categories, high or routine. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement. Taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria calculate the facility quality assurance review score. This provides a pro-rated score that can then be applied to each terminal or location to assess their performance relative to the rest of the airports. For example, restrooms use the number of fixtures (defined as toilets and urinals) as the measurement criteria. The total number of deficiencies is summed and divided by the total number of fixtures across the airports providing a "per fixture" number of acceptable deficiencies. This score is then multiplied by the number of fixtures in a terminal to determine the target, or limit, number of deficiencies. This calculation is performed for both the high deficiencies and the routine deficiencies. The following are the measurement criteria for the areas of the scorecard:

- Restrooms - Number of Fixtures
- Gate Areas - Square Feet
- Concessions - Square Feet
- Taxi Dispatch - Number of Booths
- On-Airport Bus - Number of Buses
- Parking - Number of Public Parking Spaces
- AirTrain Stations - Square Feet
- AirTrain Vehicles - Number of Vehicles

## V. OTHER SCORECARDS UNDER DEVELOPMENT FOR THE 5TH EDITION OF THE ASM-CUSTOMER SERVICE STANDARDS

The Aviation Department will work with partners to develop an acceptable approach to measure and monitor performance for the following standards that are not currently being mystery shopped, or reviewed for quality assurance or surveyed. The following new scorecards will focus on courtesy of staff, cleanliness, condition and functionality and wait times as applicable:

| | |
|---|---|
| Standards 2.0 | Curbside |
| Standards 3.0 | Airline Ticket lobby Check-in Areas |
| Standards 4.0 | Walkways, Corridors, Elevators & Escalators |
| Standards 5.0 | Passenger and Baggage Screening Areas |
| Standards 10.0 | Baggage Claim & FIS Areas |
| Standards 16.0 | Ramp & Airside |
| Standards 19.0 | Assistance to Passengers with Reduced Mobility (PRM) |

## 1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind "*... people may not remember exactly what you did or what you said ... but they will always remember how you made them feel*".

***Standards of Employee Attitude, Appearance, Awareness and Knowledge***

All employees will meet or exceed the following standards:

*1.1* ***Attitude, all employees shall:***

1.1.1 Greet all customers in a friendly and professional manner. Address customers proactively – be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact.

1.1.2 Display a positive attitude toward passengers and fellow employees at all times.

1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.

1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer's problem.

1.1.5 Be capable of communicating clearly when in contact with customers.

1.1.6 Refrain from using foul or inappropriate language at any time.

1.1.7 Use a proper and courteous vocabulary and tone of voice with customers.

1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.

1.1.9 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.

1.1.10 Focus on customers and not gather in a group to chat while on duty.

1.1.11 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.

1.1.13 Not nap or sleep while on duty or in a public area.

1.1.14 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

***1.2 Appearance, all employees shall:***

1.2.1 Be well groomed, clean and present a professional appearance.

1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.

1.2.3 Wear nametags and/or official identification that is visible to the public at all times.

1.2.4 Wear clean, neat and pressed uniforms while on duty.

1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

***1.3 Awareness, all employees shall:***

1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.

1.3.2 Inspect their vehicles regularly for suspicious items while operating on the AOA.

1.3.3 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.

1.3.4 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.

1.3.5 Ensure that all AOA doors and gates are closed properly after each use.

1.3.6 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport–issued identification card each time they enter the AOA or SIDA.

1.3.7 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.

1.3.8 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.

1.3.9 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.

***1.4 Knowledge, all employees shall:***

1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.

1.4.2 Convey accurate information using clear and understandable terms.

1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.

1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.

1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)

1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

## 2.0 – Curbside

***Curbside General Requirements***

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Smoking receptacles shall be readily available on the curbside. {R}

c) Skycap service shall be readily available. {R}

### *2.1 Standards of Cleanliness*

2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}

2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}

2.1.3 All glass shall be clean and free of streaks and smudges. {R}

2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}

2.1.6 Walls shall be clean and free of graffiti. {R}

2.1.7 Curbside check-in counters and self-service check-in kiosks shall appear clean and organized, uncluttered and without visible damage. {R}

2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}

2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

### *2.2 Standards of Condition*

2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}

2.2.2 Entrance and exit doors shall be maintained in good working order. {R}

2.2.3 All glass shall be in good condition with no visible damage. {R}

2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}

2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}

2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

2.2.10 Snow and ice shall be removed from walkways and roadways. {H}

2.2.11 Roadways shall be well maintained and free of potholes. {R}

### *2.3 Standards of Functionality*

2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}

2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}

2.3.3 Public address systems shall be clear and audible. {R}

2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}

2.3.5 All doors shall operate properly. {R}

## 2.0 - Curbside

### *2.4 Signs, Directions, and Information*

2.4.1 Directional signs shall be visible, legible and accurate. {R}

2.4.2 Signs shall clearly indicate the location of services. {R}

2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}

2.4.5 Appropriate directional signs shall be visible at every decision point. {R}

## 3.0 – Airline Check-in Areas

***Airline Check-In Area General Requirements***

a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}

b) Trash receptacles shall be available in the airline check-in areas. {R}

### *3.1 Standards of Cleanliness*

3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}

3.1.2 Workspaces shall always appear uncluttered and organized. {R}

3.1.3 Seating shall be clean and free of stains. {R}

3.1.4 Windowsills shall be free of dust and debris. {R}

3.1.5 Windows shall be free of streaks and smudges. {R}

3.1.6 Wastebaskets shall be clean and not overflowing. {R}

3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}

3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

3.1.9 Floors shall be dry, free from spills and water. {H}

3.1.10 Ceilings shall be clean and free of dust. {R}

3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}

3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 3.0 – Airline Check-in Areas

### *3.2 Standards of Condition*

3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}

3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}

3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}

3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}

3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}

3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}

3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}

3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

3.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

3.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}

3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}

3.2.13 Heating and air conditioning units shall be in good working condition. {R}

3.2.14 Stanchions, ropes and, "tensa barriers" shall be well maintained and in good repair. {R}

3.2.15 Employees' personal belongings shall not be visible to customers. {R}

## 3.0 – Airline Check-in Areas

### *3.3 Standards of Functionality*

3.3.1 Flight Information Display System (FIDS) monitors shall be provided, and be in working order. {R}

3.3.2 Telephones shall be in working order. {R}

3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Terminal Ticket Counter – 45-foot candles.** {R}

3.3.4 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

### *3.4 Signs, Directions, and Information*

3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}

3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}

## 4.0 – Walkways/Corridors/Elevators/Escalators

### *4.1 Standards of Cleanliness*

4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}

4.1.2 Floors shall be dry, free of spills or water. {H}

4.1.3 Ceilings shall be clean and free of dust. {R}

4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}

4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}

4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}

4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

4.1.8 Heating and air conditioning units shall be clean and dust free. {R}

### *4.2 Standards of Condition*

4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

4.2.2 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

4.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {H}

4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}

4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}

4.2.6 Elevator button lights and switches shall be in good condition. {R}

4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}

4.2.8 Corridors and walkways shall be free of obstructions. {R}

4.2.9 Heating and air conditioning units shall be in working order. {R}

4.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

### *4.3 Standards of Functionality*

4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}

4.3.2 Elevator button lights and switches shall be operational. {R}

4.3.3 Public address system shall be in working order and audible from all areas. {H}

4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles.** {H}

4.3.5 In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

### *4.4 Signs, Directions, and Information*

4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}

4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}

4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}

4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 5.0 – Passenger and Baggage Screening Areas

### *5.1 Standards of Cleanliness*

5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}

5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}

5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}

5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}

5.1.5 Ceilings shall be clean and free of dust. {R}

### *5.2 Standards of Condition*

5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}

5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}

5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}

5.2.6 Ceilings shall be free from stains and broken tiles. {R}

5.2.7 Sign frames, holders and stands shall be in good condition. {R}

5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}

5.2.9 Employee's personal belongings shall not be visible to customers. {R}

## 5.0 – Passenger and Baggage Screening Areas

### *5.3 Standards of Functionality*

5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery and aids shall be maintained and in working order. {H}

5.3.2 Queue time at the passenger screening areas shall not exceed ten (10) minutes. {H}

5.3.3 Queue time at the baggage screening areas shall not exceed ten 10 minutes. {H}

5.3.4 Stanchions, ropes and "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

### *5.4 Signs, Directions, and Information*

5.4.1 Internal notices shall not be displayed in public areas. {R}

5.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.3 Clear, visible and accurate signing shall be placed at key decision points and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.4 Only approved regulatory signs shall be used. {R}

## 6.0 - Restrooms

***General Requirements***

a) Restrooms shall have sinks with soap dispensers. {R}

b) Female restrooms shall be equipped with sanitary dispensers and sanitary trash receptacles. {R}

c) All restrooms shall have sanitary seat covers available. {R}

d) All stall doors must have door locks or latches. {H}

e) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}

f) All restrooms shall be equipped with an appropriate number of trash receptacles. {R}

g) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

### *6.1 Standards of Cleanliness*

6.1.1 Floors shall be free of debris and stains and appear clean. {R}

6.1.2 Floors shall be dry, free of spills or water. {H}

6.1.3 Unpleasant odors shall not be detected. {R}

6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}

6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}

6.1.6 Entranceways and doors shall be clean and free of debris. {R}

6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}

6.1.8 Urinals shall be clean and free of debris. {R}

6.1.9 Tiles and walls shall be clean. {R}

6.1.10 Soap dispensers shall be clean and free of soap scum. {R}

## 6.0 - Restrooms

6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}

6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

6.1.13 Sanitary dispensers shall be clean. {R}

6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.1.15 Baby changing stations shall be clean. {R}

6.1.16 Walls and doors of toilet and toilet stalls shall be clean. {R}

6.1.17 Ceilings shall be clean and free of dust. {R}

6.1.18 Countertops shall be clean and free of debris and be dry. {R}

### *6.2 Standards of Condition*

6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}

6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}

6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}

6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}

6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}

6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}

6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}

6.2.8 Soap dispensers shall be in good condition. {R}

6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}

6.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}

6.2.12 Trash and sanitary receptacles shall be in good condition. {R}

6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}

6.2.14 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint. {R}

6.2.15 Ceilings shall be free of cracks and stains. {R}

6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}

6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

### *6.3 Standards of Functionality*

6.3.1 Public address system shall be clear and audible in the restroom areas. {H}

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}

6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Restrooms – 23 foot-candles**. {H}

6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}

6.3.5 Toilets and urinals shall be in working order. {H}

6.3.6 Door locks and latches shall be in working order. {H}

6.3.7 Sink drains and faucets shall be in working order. {R}

6.3.8 Baby changing stations shall be in working order. {H}

6.3.9 Sanitary dispensers shall be filled and in working order. {R}

6.3.10 Soap dispensers shall be in working order and have soap available. {R}

6.3.11 Unpleasant odors shall not be detected. {R}

### *6.4 Signs, Directions, and Information*

6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}

## 7.0 – Gate Areas

***General Requirements***

a) Telephones shall be available in the gate area. {R}

b) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

c) Public address system shall be available in every gate area. {R}

d) Flight Information Display Systems shall be available in or around the gate areas. {R}

### *7.1 Standards of Cleanliness*

7.1.1 Seating shall be clean and free of debris and stains. {R}

7.1.2 Windowsills shall be free of dust and debris. {R}

7.1.3 Windows shall be clean and free of streaks and smudges. {R}

7.1.4 Trash receptacles shall be clean and not overflowing. {R}

7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}

7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

7.1.7 Floors shall be dry, free of spills or water. {H}

7.1.8 Ceilings shall be clean and free of dust. {R}

7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}

7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}

7.1.11 Heating and air conditioning units shall be clean and dust free. {R}

7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 7.0 – Gate Areas

7.1.13 Counters/podiums and kiosks shall be clean and free of debris. {R}

7.1.14 Advertising and display areas shall be clean and free of debris. {R}

*7.2* ***Standards of Condition***

7.2.1 Seating shall be free of rips, tears and broken parts. {R}

7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}

7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}

7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}

7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

7.2.7 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

7.2.8 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}

7.2.10 Heating and air conditioning units shall be in good working condition. {R}

7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good working condition, with no visible damage or broken parts. {R}

7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

### *7.3 Standards of Functionality*

7.3.1 The Public Address System shall be clear and audible at all times. {H}

7.3.2 Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

7.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Gate Areas – 38 foot-candles**. {H}

7.3.4 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}

7.3.5 Telephones shall be in working order. {R}

7.3.6 Television monitors shall be clear, visible and in good working condition. {R}

7.3.7 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

### *7.4 Signs, Directions, and Information*

7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 8.0 – Retail Services

### *8.1 Standards of Cleanliness*

8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}

8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

8.1.3 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

8.1.4 Glass windows and display cases shall be clean. {R}

8.1.5 Light fixtures and assemblies shall be clean and free of dust. {R}

8.1.6 All walls and columns shall be clean. {R}

8.1.7 Ceilings shall be clean and free of dust. {R}

8.1.8 Sales and cashier areas shall appear neat, organized and clean. {R}

8.1.9 Heating and air conditioning units and vents shall be clean. {R}

### *8.2 Standards of Condition*

8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}

8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

8.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}

8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

8.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no visible broken parts. {R}

8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}

8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}

8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}

8.2.10 Stock shall be stored out of view of customers whenever possible. {R}

8.2.11 Ceilings shall not be stained or have any broken tiles. {R}

8.2.12 Employees' personal belongings shall not be visible to customers. {R}

8.2.13 Heating and air conditioning units shall be in good working order. {R}

8.2.14 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas. {R}

### *8.3 Standards of Functionality*

8.3.1 In the event of flight delays, essential services should remain open for passengers in the terminal after normal business hours. {H}

8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles**. {H}

8.3.3 Public Address System (PAS) and music system shall be in a clear and audible working condition with appropriately set volume level. {H}

8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}

8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

### *8.4 Signs, Directions, and Information*

8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}

8.4.2 Operators whose lease agreement require, shall prominently display "Street Pricing" signing. {R}

8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}

8.4.4 Hours of operations shall be displayed and fully observed. {R}

8.4.5 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}

8.4.6 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}

8.4.8 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

8.4.9 When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet. {R}

8.4.10 There shall be no unauthorized postings. {R}

8.4.11 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

### *8.5 Standards of Retail Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}

8.5.2 Employees shall always provide customers with a receipt and a "thank you". {R}

8.5.3 Employees shall always give correct change. {R}

8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}

8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

8.5.6 Any complaints shall be dealt with promptly and records maintained. {R}

8.5.7 Employees shall have appropriate knowledge of items being sold. {R}

8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

### *8.6 Standards of Product*

8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

8.6.2 Merchandise shall be attractively displayed. {R}

8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}

8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}

8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}

8.6.6 All prices shall be clearly displayed. {H}

8.6.7 Customer comment cards shall be readily available. {R}

8.6.8 No items shall remain on shelves past expiration dates. {R}

8.6.9 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}

8.6.10 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

## 9.0 – Food & Beverage

### *9.1 Standards of Cleanliness*

9.1.1 All areas in the establishment shall be clean and well maintained. {R}

9.1.2 Debris shall be removed from tables and counters within two minutes. {R}

9.1.3 Area shall be free of unpleasant odors. {R}

9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

9.1.5 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

9.1.6 Ceilings shall be clean and free of dust. {R}

9.1.7 Glass windows and display cases shall be clean. {R}

9.1.8 All food used for display purposes shall be changed regularly. {R}

9.1.9 Sales and cashier areas shall appear organized and clean. {R}

9.1.10 Tray slides shall be clean. {R}

9.1.11 Trays shall be washed, not just wiped. {R}

9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}

9.1.14 All visible cooking equipment shall be clean. {R}

9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

9.1.16 Heating and air conditioning units and vents shall be clean. {H}

### *9.2 Standards of Condition*

9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}

9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

9.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}

9.2.6 Ceilings shall be free of stains and broken tiles. {R}

9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}

9.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas. {R}

9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}

9.2.11 Employees' personal belongings shall not be visible to customers. {R}

9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}

### *9.3 Standards of Functionality*

9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}

9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candles**. {H}

9.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level. {H}

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

### *9.4 Signs, Directions, and Information*

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signing. {R}

9.4.3 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.4 Hours of operations shall be displayed and fully observed. {R}

9.4.5 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.6 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.10 There shall be no unauthorized postings. {R}

### *9.5 Standards of Food and Beverage Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and a 'thank you." {R}

9.5.3 Employees shall always give correct change. {R}

9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}

9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}

9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

9.5.7 Any complaints shall be dealt with promptly and records maintained. {R}

### *9.6 Standards of Product*

9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}

9.6.2 Menus shall be well designed, clean and display the correct prices. {R}

9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

9.6.4 No items shall remain on shelves past expiration dates/times. {H}

9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}

9.6.6 Hot food shall be delivered hot; cold food shall be delivered cold. {R}

9.6.7 Clean trays shall be available. {R}

9.6.8 Customer comment cards shall be readily available. {R}

9.6.9 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

## 10.0 – Baggage Claim

***General Requirements***

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Public Address System (PAS) shall be available. {H}

### *10. 1 Standards of Cleanliness*

10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}

10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}

10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}

10.1.5 Ceilings shall be clean and free of dust. {R}

10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}

10.1.7 Seating shall be clean and free of stains. {R}

10.1.8 Windowsills shall be free of dust and debris. {R}

10.1.9 Windows shall be clean and free of streaks and smudges. {R}

10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}

### *10.2 Standards of Condition*

10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

10.2.4 Heating and air conditioning units shall be in good working condition. {R}

10.2.5 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

10.2.6 Seating shall be free of rips, tears and broken parts. {R}

10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}

10.2.8 Windows shall be in good condition, free of scratches or marks. {R}

10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}

10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

10.2.11 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}

### *10.3 Standards of Functionality*

10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}

10.3.2 The Public Address System shall be clear and audible. {H}

10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}

10.3.4 Television monitors shall be in good working condition. {R}

10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles**. {H}

10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}

### *10.4 Signs, Directions, and Information*

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 10.0 – Baggage Claim

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event that baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 11.0 – Ground Transportation

### *11.1 Standards of Cleanliness*

***Ground Transportation Information Counters***

11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}

11.1.2 Computers and monitors shall be clean and free of dust. {R}

11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}

11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

***On-Airport Bus Services***

11.1.5 All vehicle lighting shall be clean and free of debris. {R}

11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.7 Vehicle interiors shall be clean and free of debris. {R}

11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}

11.1.10 Seating shall be clean and free of graffiti. {R}

***Permittee Services***

11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.12 Vehicle interiors shall be clean and free of debris. {R}

11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}

11.1.14 Seating shall be clean and free of graffiti. {R}

## 11.0 – Ground Transportation

***Bus Shelters***

11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}

11.1.16 All bus shelter interiors shall be clean and free of debris. {R}

11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}

11.1.19 Seating shall be clean and free of graffiti. {R}

11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}

11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

### *11.2 Standards of Condition*

***Ground Transportation Information Counters***

11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}

11.2.2 Computers and monitors shall be in good working condition. {R}

11.2.3 All telephones, including self-service phones shall be in good condition. {R}

11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}

11.2.5 Employee's personal belongings shall not be visible to customers. {R}

***Airport Bus and Permitee Services***

11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}

11.2.7 Vehicular body damage shall be repaired promptly. {R}

11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}

11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}

11.2.11 Employee's personal belongings shall not be visible to customers. {R}

11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

***Permittee Services***

11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}

11.2.14 Vehicle interiors shall be in good condition. {R}

11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}

11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

***Bus Shelters***

11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}

11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}

11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

## *11.3 Standards of Functionality*

***Ground Transportation Information Counters***

11.3.1 All customer service representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}

11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}

11.3.3 Computers and monitors shall function properly, {R}

11.3.4 All telephones, including self-service telephones, shall function properly. {R}

***On-Airport Bus Services***

11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.7 Doors and windows shall operate properly and easily. {H}

11.3.8 Waiting time during peak periods for shall not exceed fifteen (15) minutes. {R}

11.3.9 Public Address systems and announcements shall be clear audible, and up to date. {R}

11.3.10 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

***Permittee Services***

11.3.11 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.12 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.13 Only authorized permittees shall make pick-ups at designated areas. {R}

***11.4 Signs, Directions and Information***

***Ground Transportation Information Counters***

11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 11.0 – Ground Transportation

11.4.2 Ground Transportation waiting area shall be clearly identified. {R}

11.4.3 All transportation information shall be accurate and up to date. {H}

11.4.4. All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

***On-Airport Bus Services***

11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}

11.4.6. Pick-up locations shall be clearly designated. {R}

11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}

11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

***Bus Shelters***

11.4.10. Bus headways shall be prominently displayed. {R}

11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

### *11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)*

11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}

11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within one (1) hour of the request for such service at Ground Transportation Information Center. {R}

## 12.0 – Taxi Dispatch

### *12.1 Standards of Cleanliness*

12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}

12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}

12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

### *12.2 Standards of Condition*

12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}

12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}

12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}

12.2.4 Queue line railing, where installed, shall be free of defects. {R}

### *12.3 Functionality*

12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}

### *12.4 Signs, Directions, and Information*

12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}

## 13.0 – Parking Lots & Garages

### *13.1 Standards of Cleanliness*

13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}

13.1.2 Escalators and elevators shall be clean and free of debris. {R}

13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}

13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}

13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}

13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}

13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}

13.1.9 Drains shall be clear and free of debris. {R}

13.1.10 Unpleasant odors shall not be detected. {R}

13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

### *13.2 Standards of Condition*

13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}

13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}

13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}

13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}

13.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}

13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}

13.2.11 Striping shall be visible. {R}

13.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

### *13.3 Standards of Functionality*

13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations. {H}

13.3.3 All equipment shall be functioning and in good working order. {R}

13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}

13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}

13.3.6 Escalators and elevators shall be in working order. {R}

13.3.7 Elevator button lights and switches shall be operational. {R}

13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}

13.3.9 A "red light" shall be displayed indicating a closed lane. {R}

13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

### *13.4 Signs, Directions, and Information*

13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.5 Signing for "help" phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.6 A plaque with the cashier's name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}

13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

## 13.0 – Parking Lots & Garages

### *13.5 Standards of Parking Employees*

In addition to the following standards, all employees shall conform to the same Employee, Attitude, Appearance and Knowledge as outlined in Standard 1.0.

13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}

13.5.2 Employees shall "thank" every customer and offer a receipt. {R}

## 14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

### *14.1 Standards of Cleanliness*

14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}

14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

### *14.2 Standards of Condition*

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}

14.2.5 Floors shall be dry and free of spills or water. {R}

14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}

14.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

14.2.8 No unpleasant odors shall be emitted from the construction site. {R}

14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}

14.2.10 Construction workers shall obtain and prominently display official identification. {H}

## *14.3 Standards of Functionality*

14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}

14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}

14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}

14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

14.3.5 Any major capital projects having impact on customer services shall be posted on appropriate websites. {R}

## *14.4 Signs, Directions, and Information*

14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}

14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}

14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}

14.4.4 Renderings of the new facility shall be posted at appropriate locations. {R}

14.4.5 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 15.0 – Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and ***exclude scheduled carriers*** who have established policies, procedure and guidelines to handle stranded and delayed passengers.

### *15.1 Standards for Representation*

15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.

15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is air born. The representative shall sign-in and sign-out with the Terminal Operator.

15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)

15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:

A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;

B. Name(s) of all authorized representative(s) on duty;

C. 24-hour telephone contact;

D. 24-hour fax number;

E. E-mail address;

F. Mailing address;

G. The name of ground handling company;

H. Name and contact of handling company's authorized representative;

I. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

J. Provide website address for posting of information.

15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.

15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.

15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

### *15.2 Standards for Information*

15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.

15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.

15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

## 15.0 – Charter Operations

### *15.3 Standards for Services in case of flight delay or cancellation*

15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.

15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.

15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

## 16.0 – Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

### *16.1 Standards of Ramp Cleanliness*

16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}

16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}

16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}

16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}

16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}

16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}

16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}

16.1.9 All drains shall be clear and free of debris. {R}

16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}

16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

## *16.2 Standards of Equipment Cleanliness*

16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}

16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}

16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}

16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}

16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

## *16.3 Standards of Ramp Condition*

16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}

16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}

16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}

16.3.4 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}

16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}

16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}

16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

### *16.4 Standards of Equipment Condition*

16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}

16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}

16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

### *16.5 Standards of Equipment Functionality*

16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}

16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}

16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}

16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}

16.5.5 Ramp equipment parked and cargo including containers shall be staged in an orderly fashion. {R}

16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}

16.5.7 Aircraft loading bridges shall be in good working order. {R}

16.5.8 Interline baggage transfer equipment shall be in good working order. {R}

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

## *16.6 Signs, Directions, and Information*

16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

## 17. 0 – Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

**The Following Defines "Stranded Passengers"**

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and thirty (30) minutes on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

**The Following Defines "Areas of Responsibility"**

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public.

### *17.1 Assistance to passengers stranded on board an aircraft*

17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for sixty (60) minutes or longer. {H}

## 17. 0 – Assistance to Stranded Passengers

17.1.2 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly disabled, passengers with medical conditions, unaccompanied children, passengers with very young children and passengers speaking foreign languages. {H}

17.1.3 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

### *17.2 Assistance to passengers stranded inside the terminal*

17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}

17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}

17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}

17.2.4 Airlines are encouraged to provide passengers with any additional services as described by ATA Carriers in their respective "Customer Service Commitments" and by the DOT "Fly-Rights" publication. {R}

### *17.3 Arriving flight information provided to the general public*

17.3.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

## 18. 0 – AirTrain

### *18.1 Standards of Cleanliness*

***Stations: Interior***

18.1.1 Seating shall be clean and free of stains. {R}

18.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

18.1.3 All floor mats shall be clean and properly aligned. {R}

18.1.4 All planters shall be clean and free of dust and debris. {R}

18.1.5 Windowsills shall be free of dust and debris. {R}

18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}

18.1.7 Trash receptacles shall be clean and not overflowing. {R}

18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}

18.1.9 Floors shall be dry, free of spills or water. {H}

18.1.10 Ceilings shall be dust free and unsoiled. {R}

18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}

18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}

18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R]

18.1.16 Escalators shall be clean and free of debris and graffiti. {R}

18.1.17 All Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

## 18.0 – AirTrain

***Stations: Exterior***

18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}

18.1.19 Windows shall be free of streaks and smudges. {R}

18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

18.1.21 Awnings, where present, shall be clean at all times. {R}

18.1.22 Walls shall be clean and free of graffiti. {R}

18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}

***Trains:***

18.1.24 Exteriors shall be clean and have a freshly washed appearance. {R}

18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}

18.1.26 Seating shall be clean and free of stains. {R}

18.1.27 Walls shall be clean and free of graffiti and scratches. {R}

18.1.28 Ceilings shall be dust free and unsoiled. {R}

18.1.29 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}

18.1.30 Floors shall be dry, free of spills and water. {H}

18.1.31 Windows shall be free of streaks and smudges. {R}

18.1.32 Doors shall be clean. {R}

18.1.33 Light fixtures and assemblies shall be clean and free of dust. {R}

## 18.0 – AirTrain

### *18.2 Standards of Condition*

***Stations: Interior***

18.2.1 Seating shall be free of rips, tears and missing or broken parts. {R}

18.2.2 Carpet shall not be worn or frayed, and tile and floors shall be free of large gouges, cracks and missing pieces. {H}

18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}

18.2.4 Planters shall be in good condition, free of any visible damage. {R}

18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}

18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}

18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}

18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

18.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}

18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}

18.2.13 Heating and air conditioning units shall be in good working condition. {H}

18.2.14 Escalators and elevators shall be in working condition. In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

18.2.15 Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be in good condition, with no visible damage. {R}

18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.2.17 Employees' personal belongings shall not be visible. {R}

18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

***Stations: Exterior***

18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}

18.2.20 Entrance and exit doors shall be in good working order. {R}

18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}

18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}

18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}

18.2.27 Snow and ice is removed from walkways, roadways and guide ways to prevent any safety hazard. {H}

18.2.28 Roadways are well maintained and free of potholes. {R}

18.2.29 Baggage carts shall be readily available. {R}

## 18.0 – AirTrain

***Trains***

18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}

18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}

18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}

18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}

18.2.34 Seating shall be free of tears, rips or graffiti. {R}

18.2.35 Doors shall be in good working order. {H}

### *18.3 Standards of Functionality*

***Stations: Interior***

18.3.1 Flight Information Display System and Passenger Information Display System, shall be clear, visible and accurate. {R}

18.3.2 Elevator button lights and switches shall be operational. {R}

18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}

18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

***Stations: Exterior***

18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.3.6 Public address systems shall be clear and audible. {R}

18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

## 18.0 – AirTrain

***Trains:***

18.3.8 Waiting times at EWR shall not exceed:

- Three (3) minutes, between the hours of 1100 and 2000
- Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
- Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK shall not exceed:

- Nine (9) minutes, between the hours of 0600 and 1430
- Nine (9) minutes, between 1430 and 0000
- Thirteen (13) minutes, between 0000 and 0600

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

### *18.4 Signs, Directions, and Information*

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Directional signing shall be visible and correct at every decision point. {R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System monitors shall be clear, visible and accurate. {R}

18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

18.4.7 Telephones and/or call boxes shall be easily identified. {R}

18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 19.0 – Assistance to Passengers with Reduced Mobility

### Definition of "Passengers with Reduced Mobility"

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the American with Disabilities Act – An individual is "disabled" if he or she meets at least any one of the following tests:

    - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
    - He or she has a record of such an impairment
    - He or she is regarded as having such an impairment

2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers' requiring/requesting the aid of a mobility assistance representative.

### Relevant Standards and Regulations

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

### Areas of Responsibility

A. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.

B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

### *19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator*

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.3 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.4 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.5 Unaccompanied minors shall not be left unattended. {H}

19.2.6 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.7 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.8 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

## 19.0 – Assistance to Passengers with Reduced Mobility

### *19.3 On-Airport Assistance to Passengers with Reduced Mobility*

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

### *19.4 Provision of Wheelchairs to Passengers with Reduced Mobility*

19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}

19.4.2 Airlines shall each provide boarding wheelchairs and rams or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}

19.4.3 All wheelchairs may be subject to an inspection of:

A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;

B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;

C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;

D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;

E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;

F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,

G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.4.4 All wheelchairs shall be well maintained and in good condition. {R}

19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}

19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}

19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}

19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}

19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

### *19.5 Signs, Directions and Information*

19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 20.0 – Public Circulation and Queue Management

**The Following Defines "Circulation Areas"**

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

**The Following Defines "Queuing Area"**

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

***Areas of Responsibility***

A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.

B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.

C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.

D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.

E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.

F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

### *20.1 Standards for Managing Passenger Circulation*

20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}

20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}

20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}

20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}

20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}

20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}

20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}

20.1.9 Objects shall not interfere with the public's visual field so as to effect public orientation and understanding of designated flow paths. {R}

### *20.2 Standards for Managing Passenger Queuing Areas*

20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}

20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}

20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}

20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}

20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}

20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

### *20.3 Stanchion Appearance and Locations*

20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}

20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}

20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}

20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}

20.3.5 Stanchion belts or ropes should never be tied together. {R}

20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}

20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 21.0 – Orderly Evacuation and Resumption of Services

**Definition of "Emergency Situation"**

A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.

B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 ***Airline Assistance***

21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.

21.1.2 All airline employees shall be familiar with airport emergency procedures.

21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.

21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.

21.1.6 Airlines shall at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.

21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.

21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).

21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

### *21.2 Airport Tenant Responsibilities*

21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.

21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.

21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.

21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

## 21.0 – Orderly Evacuation and Resumption of Services

### *21.3 TSA Responsibilities*

21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.

21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.

21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)

21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

### *21.4 Terminal Operator Responsibility*

21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.

21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.

21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.

21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.

21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.

21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.

21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.

21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

### *21.5 Communication and Public Announcements*

21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

### *21.6 Directions and Assembly Locations*

21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assembly in case of an emergency.

21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.

21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.

21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.

21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.

21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

### *21.7 Departure Service Resumption Process*

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened n an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

## 21.0 – Orderly Evacuation and Resumption of Services

### *21.8 Departure Service Resumption Process*

21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

### *21.9 Passengers Needing Assistance*

- Persons with Reduced Mobility are defined in Standard 19.0

21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.

21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

### *21.10 First Aid Assistance*

21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.

21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

ATTACHMENT F

APPROVED PRODUCTS LIST

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

## OPERATIONS SERVICES DEPARTMENT
## INSPECTION & SAFETY DIVISION

## APPROVED PRODUCTS LIST

**JANUARY 2007**

# INTRODUCTION

The *Approved Products List (APL)* provides guidance for selecting cleaning and personal care products for use by Port Authority and contractor staff at Port Authority facilities. The Inspection & Safety Division (I&SD) maintains and periodically updates the *APL* as part of the Chemical Product Evaluation Program. The *APL* is distributed semiannually to Port Authority facility managers, supervisors, and other select staff via Outlook. The listing is also available via Port Authority eNet on the Operations Services Department website. The *APL* must be made accessible to cleaning contractor staff to ensure that only the approved products are used at Port Authority and PATH facilities.

Under the Chemical Product Evaluation Program, the I&SD reviews available product information such as the Material Safety Data Sheet (MSDS) and manufacturer labels to determine whether the product can be used safely by PA or contractor staff when used according to the manufacturer's directions. Products that have been reviewed are added to the Port Authority MSDS inventory. Approved cleaning products and personal care products are also added to the *APL*.

Requests for a review of a new product should be directed to George DeFreese (PATC, Zip 43, 201-216-2903, gdefrees@panynj.gov). The product MSDS, Technical Data Sheet, container label, and any other available information describing the use of the product should accompany the request.

Prior to sending a request, staff should first check the *APL* or the Port Authority MSDS inventory database to determine if the product has already been evaluated by I&SD. The MSDS inventory database is available to staff electronically via eNet. Instructions for accessing and using the database are provided in the Appendix, page 69 and on eNet.

## CONTENTS


| | CATEGORY NUMBER | PAGE |
|---|---|---|
| **INTRODUCTION TO THE APPROVED PRODUCTS LIST** | | 1 |
| **ABSORBENTS** | | |
| Grease and Oil, Absorbents | 32 | 19 |
| Spent, Fuller's Earth, Absorbent | 59 | 25 |
| **CLEANERS** | | |
| Air Conditioning Equipment Cleaner | 13 | 7 |
| Airport Apron Cleaner | 4 | 5 |
| Airport Runway Cleaner | 5 | 5 |
| Aluminum Cleaner | 6 | 5 |
| Carpet Cleaner | 12 | 6 |
| General Purpose Cleaner | 71C | 30 |
| Compublend System Chemicals | 77 | 36 |
| Drain Cleaner | 26A | 14 |
| Drain Cleaner, Enzymatic Type | 26B | 14 |
| Floor Cleaner, Stripper | 29A | 16 |
| Floor Cleaner, Sweeping Compound | 32A | 20 |
| Hand Cleaner, Cream | 33 | 20 |
| Hand Cleaner, Liquid | 36 | 20 |
| Hand Cleaner, Lotion | 37 | 21 |
| Hand Cleaner, Powdered | 38A | 22 |
| Hand Cleaner, Powdered with Lanolin | 38B | 22 |
| Hand Cleaner, Waterless | 39 | 22 |
| Metal Cleaner, Water Emulsion | 44 | 23 |
| Railroad, Electric Equipment Cleaner | 14 | 8 |
| Spot Cleaner, Upholstery and Carpet | 61B | 25 |
| Stainless Steel Cleaner and Wash | 65A | 27 |
| Toilet Bowl Cleaner, Liquid | 66B | 27 |
| Utility Cleaner (Paste) | 71A | 29 |
| Utility Cleaner (Powder) | 71B | 29 |
| Wall Cleaner | 72A | 30 |
| Window Cleaner (Concentrate) | 72B | 31 |
| Window Cleaner (Aerosol) | 72E | 32 |
| **CREAMS** | | |
| Aerosol | 57C | 25 |
| Moisturizer | 57B | 25 |
| Protective Skin Cream | 57 | 25 |
| Sunscreen | 57A | 25 |

| | CATEGORY NUMBER | PAGE |
|---|---|---|
| **DEGREASERS** | | |
| Concrete, Degreaser, Liquid | 18A | 8 |
| Concrete, Degreaser, Solid | 18B | 9 |
| **DEODORIZERS** | | |
| Odor Control Chemical, Bulk and Aerosol | 45 | 23 |
| Sanitizing Absorbents | 19 | 9 |
| **DETERGENTS** | | |
| Anti-Static | 20 | 9 |
| Lead Specific | 20A | 9 |
| Disinfectant Bleach | 21B | 11 |
| Disinfectant-Odor Counteractant | 21A | 9 |
| Liquid Synthetic | 22A | 11 |
| Liquid Bioremediation Surface Cleaner | 22B | 14 |
| Spray and Rinse | 63 | 27 |
| Steam Jenny | 24A | 14 |
| PATH Cars, Exterior | 73A | 32 |
| PATH Cars, Interior | 73B | 32 |
| Tunnel Tile Surface | 70 | 28 |
| **FLOOR FINISH** | | |
| Floor Sealer | 29B | 18 |
| Metallic Interlock Resilient Tile, Floor Finish | 28 | 14 |
| Sealer, Concrete | 30 | 18 |
| Spray and Buff, Pre-Mixed | 62 | 26 |
| **FOOD SERVICE MAINTENANCE PRODUCTS** | 74 | 34 |
| **ICE-CONTROL** | | |
| General Ice Control | 53B | 24 |
| Ice Melt Rinsing Compound | 53C | 24 |
| Runway Ice Control | 53A | 24 |
| **INSECT REPELLENT** | 42 | 22 |
| **POLISH** | | |
| Automotive Spray Wax | 8 | 5 |
| Furniture, Polish | 31A | 18 |
| Metal, Cleaner and Polish | 43 | 23 |

| | CATEGORY NUMBER | PAGE |
|---|---|---|
| **REMOVERS** | | |
| Graffiti Remover | 31B | 19 |
| Rust Inhibitor | 54 | 25 |
| Rust Remover | 55 | 25 |
| **RODENTICIDES** | | |
| Rodenticides | 52 | 24 |
| **WASHING COMPOUNDS** | | |
| Aluminum Wash | 7 | 5 |
| Automotive Washing and Waxing Compounds | 9C | 6 |
| Automotive Washing Compounds, Liquid | 9A | 5 |
| Automotive Washing Compounds, Powdered | 9B | 6 |
| ADDITIONS | | 37 |
| DELETIONS | | 37 |
| CHANGES | | 37 |
| VENDOR NAMES AND ADDRESSES | | 38 |
| PRODUCT INDEX | | 56 |
| APPENDIX | | 69 |

## PRODUCTS

AIRPORT APRON CLEANER (Non Phosphates) - Category #4 - Stock #AU0100170

FO 302 CR - Fine Organics Corp.

AIRPORT RUNWAY CLEANER (Non Acid) - Category #5

HURRISAFE 8035 - PCI of America

ALUMINUM CLEANER - Category #6 - Stock #AU0700050 (1 Gallon)

ALUMINUM WASH - Category #7 - Stock #AU0100830 (1 Gallon) - AU0100840 (30 Gallons)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

ENCO ALUMINUM - Enterprise Chemical & Paper Corp.

AUTOMOTIVE (CAR WASH) SPRAY ON LIQUID WAX - Category #8 - Stock #AU0100825 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

520 SPRAY WAX - FPC Metro Corp.

GLIDE - Armor Research Co.

TURTLE WAX EXPRESS SHINE SPRAY, T-136© - Turtle Wax, Inc.

AUTOMOTIVE WASHING COMPOUND - LIQUID - Category #9A - Stock #AU0100823 – AU0100815
(55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

ARMOR ALL PROTECTANT - Armor All Products

CAR WASH - Amway Corp.

FILMEX - FPC Metro Corp.

FO 976 TA BUS WASH - Fine Organics Corp.

FO 980A - Fine Organics Corp.

J-WAX BELIEVE TRAFFIC FILM REMOVER - Johnson Wax Co.

PENETONE 155 - Penetone Corp.

RMS-16 - FPC Metro Corp.

AUTOMOTIVE WASHING COMPOUND - POWDERED - Category #9B - 35 lb. Drum - Stock #AU0100810
(Eye protection, impervious glove and long sleeve work uniforms must be used.)

| | |
|---|---|
| ARMOR ALL PROTECTANT | - Armor All Products |
| HARCO CAR WASH | - Harley Chemicals Div., Concord Chemical Co. |
| HEAVY DUTY PINK CAR WASH | - Indco Inc. |

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

CARPET CLEANER - Category #12 - Stock #AU0700140
Make sure that all cleaning material is vacuumed up and no residue is remaining on these surfaces.
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| 10:1 RUG SHAMPOO | - Alfred Chemical Corp. |
| AIRKEM FOAM TEX | - Airkem Professional Products |
| BELIEVE IT | - Core Products Co. |
| C-58 UNIVERSAL CARPET SHAMPOO | - Yonar Labs |
| CARPET & UPHOLSTERY SHAMPOO | - Betco Corp. |
| CARPET DETERGENT | - Lever Industrial, Inc. |
| CARPET STEAM EXTRACTOR CLEANER | - Chloral Group |
| CHEWING GUM REMOVER | - Twi-Laq Industries, Inc. |
| CHEWING GUM REMOVER (AEROSOL) | - Spartan Chemical Co. |
| CLEAN ON THE GO XTRACTION II | - Spartan Chemical Co. Inc. |
| DRY FOAM RUG SHAMPOO | - Twi-Laq Industries, Inc. |
| FIBERFORCE PRO SPOTTER | - Janimart Corp. |
| FIBERFORCE STEAM AWAY | - Janimart Corp. |
| GLORY | - Johnson Wax Co. |
| HARCO IN-DEPTH RUG SHAMPOO | - Harley Chemicals Div., Concord Chemicals Co. |
| LOW FOAM EXTRACTION CLEANER | - Betco Corp. |
| MAINTENANCE PRO DEFOAMER | - Advantage Marketing Associates |

| | |
|---|---|
| NATURE'S SOLUTION BIO-ENZYMATIC DEODORIZER SPOTTER DIGESTER | - National Chemical Laboratories of PA Inc. |
| PLUS 5 | - Spartan Chemical Co. |
| PROFESSIONAL CARPET SHAMPOO | - Chemspec |
| PROFOUND | - Wyandotte Chemicals Co. |
| RE-NU CONCENTRATED CARPET SHAMPOO | - Sterling Sanitary Supply |
| REVITALIZE 201 EXTRACTION DETERGENT | - Ecolab Incorporated |
| ROUND-UP SUPER CONCENTRATE | - Cello Chemical Corp. |
| RUG & CARPET SHAMPOO | - Chem Creations Inc. |
| RUG & UPHOLSTERY SHAMPOO | - Amway Corp. |
| RUG ED CARPET SHAMPOO | - Alfred Chemical Corp. |
| RUG SHAMPOO CONCENTRATE | - Chloral Group |
| RUGBEE EXTRACTION PLUS CLEANER | - S.C. Johnson Wax |
| RUGBEE FOAM SHAMPOO | - S.C. Johnson Wax |
| RUGBEE TANNIN TREATMENT AND DEBROWNER | - S.C. Johnson Wax |
| RUG-EEZE | - Mirandy Products, Ltd. |
| SPRAY N' BUFF CARPET CLEANER | - Cleantronics, Inc. |
| STEAM PAC 7 1207 | - Portion Pac Chemical Corp. |
| SUN-GLO GUM OFF | - Twi-Laq Industries, Inc. |
| SYNTHRO 26 RUG SHAMPOO | - Twi-Laq Industries, Inc. |
| UNBELIEVABLE | - Core Products, Co. |

CLEANER, AIR CONDITIONING, EVAPORATOR & CONDENSOR EQUIPMENT - Category #13 – PATH Stock #50422
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| ARMOR 413 COIL CLEANER | - Armor Research Co. |
| CALCLEAN | - Calgon Corp. |
| CHEM-AQUA COIL CLEANER | - National Chemsearch Div. of NCH Corp. |
| FILTER PLUS SPRAY | - Air Kontrol Inc. |

| | |
|---|---|
| M-OIL FREE #1000 | - M-Oil Free Co., Inc. |
| PENETONE 155 | - Penetone Div., Amerace Corp. |
| QUICK QLEEN #2 A/C CLEANER | - Quick Chemical Co., Inc. |

CLEANER, RAILROAD ELECTRICAL EQUIPMENT - Category #14 - PATH Stock #50516
(PATH USE ONLY - SUBJECT TO SPECIAL PRECAUTIONS)

| | |
|---|---|
| CITRIKLEEN HD-RTU | - Penetone Corp. |

DEGREASER, CONCRETE - LIQUID - Category #18A - Stock #AU0100170 (55 Gallons)

| | |
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| ARMOR ALL CLEANER DEGREASER | - Armor All Products |
| CLEAN ON THE GO ECO DEGREASER | - Spartan Chemical Co. Inc. |
| DO-ALL #18 | - Kwiat Trading Corp. |
| DUZ-ALL FORMULA 77 | - Uncle Sam Chemical Co. |
| GS-A 6711 | - M-Oil Free Co., Inc. |
| HAMMER | - Finished Surface System, Inc. |
| HEAVY DUTY DEGREASER, AEROSOL, 3095 | - CRC Industries, Inc. |
| LIGHTENING DEGREASER | - Banner Chemical |
| MALONE FORMULA 98 | - Malone Chemical Co. |
| MOD ORANGE | - Modern Research Corp. |
| NATURAL BLUE | - Permatex Industries Corp. |
| SIMPLE GREEN | - Sunshine Makers, Inc. |
| SOLVENT CLEANER & DEGREASER | - Amax Corp. |
| SPRUCE POWER X | - Misco Products Corp. |
| SW 1000 | - Heritage Labs |
| TOUGH CLEAN TC85 BIODEGRADABLE | - Sprayon Products |

DEGREASER, CONCRETE - SOLID - Category #18B

| | |
|---|---|
| OIL-AWAY | - OIL-AWAY |
| POUR & SWEEP | - Kem Tech Industries |

DEODORIZING - SANITIZING ABSORBENT - Category #19
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| LIQUICK UNIVERSAL | - IRS Total Recycling |
| OD-ABII | - J.I. Holcomb Manufacturing Co. |
| SUPER-SORB INSTANT LIQUID & VOMIT ABSORBENT | - Fresh Products, Inc. |
| ZEP D-A | - ZEP Manufacturing Co. |

DETERGENT, ANTI STATIC - Category #20 - Stock #AU0700200 (1 Gallon) -AU0700210 (8oz. Spray)

DETERGENT, LEAD SPECIFIC - Category #20A - Stock #AU0700500
Used in surfaces contaminated with lead.

| | |
|---|---|
| LEADISOLV | - LSZ, Inc. |

DETERGENT, DISINFECTANT, ODOR COUNTERACTANT - Category #21A -
Stock #AU0700270 (55 Gallons) - AU0700275 (12oz. Spray)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| 3M BRAND DEODERIZER – FRESH SCENT CONCENTRATE | - 3M Co. |
| 3M NEUTRAL QUAT DISINFECTANT CLEANER | - 3M Co. |
| 3M QUAT DISINFECTANT CLEANER | - 3M Co. |
| A-33 | - Airkem Professional Products |
| A-33 DRY | - Airkem Professional Products |
| ABSOLUTE (Pre-measured) | - Walton March Inc. |
| AIRKEM A-3 | - Airkem Professional Products |
| AJAX ALL PURPOSE CLEANER (Non-Phosphate) | - Colgate Palmolive Co. |
| ASEPTICARE | - National Labs |
| BACTI-CHEM DETERGENT DISINFECTANT CLEANER | - National Chemical Laboratories |
| BANISH-IT "Q" | - Harley Chemicals Div., Concord Chemical Co. |
| BARCROBE | - Barrier Industries, Inc. |

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|---|---|
| BIO BARRIER PINE D | - Barrier Industries, Inc. |
| BRITEC TUFF QUAT 301 | - Brighton Chem. Co. |
| CLEAN ON THE GO hdqC 2 | - Spartan Chemical Co. Inc. |
| CLEAN ON THE GO NABC CONCENTRATE 1 | - Spartan Chemical Co. Inc. |
| CONQUEST W/PINE | - Sterling Sanitary Supply Corp. |
| CONSUME ECO-LYZER | - Spartan Chemical Co. Inc. |
| DEPOT PAC 5 AIR FRESHNER-ODOR COUNTERACTANT | - Portion Pac Chemical Corp. |
| ECOTRU PROFESSIONAL | - EnviroSystems, Inc. |
| FORWARD DC | - S.C. Johnson Wax |
| FRESH & CLEAR | - Puritan/Churchill Chemical Co. |
| ISOPROPYL ALCOHOL | - Twi-Laq Industries, Inc. |
| LYSOL BRAND DISINFECTANT BULK | - National Laboratories |
| LYSOL BRAND DISINFECTANT SPRAY | - National Laboratories |
| MALONE NO. 76 | - Malone Chemical Co. |
| MALONE NO. 81 | - Malone Chemical Co. |
| MICROCIDE ALPHA | - Chloral Group |
| NI-712 ORANGE AND STRAWBERRY | - Neutron Industries, Inc. |
| OPTICALLY ENERGIZED NEUTRAL PH DETERGENT | - Betco Corp. |
| PINE #3 | - Crystal Chemical Corp. |
| PINE ODOR DISINFECTANT | - National Chemical Laboratories of PA, Inc. |
| PINE SOL BROAD SPECTRUM FORMULA | - American Cyanamid Corp. |
| QUAT #2 | - Enterprise Chemical and Paper |
| QUICK FILL 310 | - Ecolab Incorporated |
| QUICK FILL 930 | - Ecolab Incorporated |
| RID-O-GERM PINE OIL DISINFECTANT NO. 5 | - CMC Laboratories |
| SANIKLEEN | - Penetone Div., Amerace Corp. |
| SANISCREEN W/ CLEANER BLOCK | - Fresh Products, Inc. |

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|---|---|
| SOIL SCREEN GERMICIDAL DISINFECTANT | - Dymon Inc. |
| SSS COMMANDAIR MICRO AEROSOL REFILLS | - Triple S |
| SURFACIDE 6 | - Walton March Inc. |
| TASKI SANOFRESH | - Lever Industrial, Inc. |
| TUFFY MINT DISINFECTANT | - Brighton Chem. Co. |
| TUFFY PINE DISINFECTANT TYPE 303 | - Brighton Chem. Co. |
| VANGARD DISINFECTANT SPRAY | - Franklin Cleaning Technology |
| WELGICIDE | - Twi-Laq Industries |

DISINFECTANT, BLEACH - Category #21B – Stock #AU01000565 – AU0100068

| | |
|---|---|
| AUSTIN A-1 BLEACH | - James Austin Co. |
| BEACON BLEACH | - Q-Pak Corp. |
| ELITE PROFESSIONAL BLEACH | - James Austin Co. |
| ULTRA CLOROX | - Clorox Co. |

DETERGENT, LIQUID SYNTHETIC - Category #22A - Stock #AU070030 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| A-BEN-A-QUI | - Gilman Products |
| ALL PURPOSE CLEANER | - Capital Supply Co. |
| ALL PURPOSE CLEANER 201 | - Chloral Group |
| APTCO ALL PURPOSE CLEANER | - Buckingham Wax Co. |
| ARCTIC KLEEN FREEZER CLEANER | - Misco Products Corp. |
| BASIC H | - Shaklee - R&C Lewis |
| BIG EASY NON-BUTYL DEGREASER CLEANER | - EMS Brands Products |
| BLUE PEARL | - Barrier Industries, Inc. |
| CITRI –CLEAN CITRUS CLEANER / DEGREASER | - Twi-Laq Industries, Inc. |
| CLEAN SCRUB | - Hillyard Chemical Co. |
| CMC #100 DETERGENT & WAX STRIPPER | - CMC Laboratories Co., Inc. |
| CQ-832 | - CRC Industries, Inc. |

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|---|---|
| CYCLE – DEGREASE | - Clean Environment Co., Inc. |
| DAMP MOP | - Spartan Chemical Co. |
| DART | - Halbro Control Ind. |
| DO-ALL #18 | - Kwiat Trading Corp. |
| ENCO P.C. CLEANER | - Enterprise Chemical & Paper Corp. |
| FLOOR CORPS pH NEUTRAL CLEANER (Powder, Portion Control) | - Walton - March, Inc. |
| GL-CS SPRINGTIME NEUTRAL | - Capital Supply Co. |
| G-O-E-S | - Purex Industrial |
| GREEN SUBMARINE CLEANER | - Butcher Co. |
| GRIMEFYTER | - Realneat Product |
| GRIME-GO | - Wyandotte Chemicals Co. |
| GRL | - Cello Chemical Corp. |
| H2 ORANGE 2 CONCENTRATE 117 | - EnvirOx LLC |
| H2 ORANGE 2 PRODUCTS ALL DILUTIONS | - EnvirOx LLC |
| H2 ORANGE 2 SUPER CONCENTRATE 112 | - EnvirOx LLC |
| K.P.C. CLEAR PLASTIC CLEANER | - Kleenmaster Products Co. |
| K99 | - Rochester Midland Corp. |
| KLEENMASTER BRILLIANIZE | - Chemical Products Corp. |
| LEMON FREE RINSE CLEANER | - Twi-Laq Industries, Inc. |
| MISTY ALL PURPOSE CLEANER | - Amrep, Inc. |
| MULTI-PURPOSE CLEANER | - Scott Sani-Fresh Int. |
| NATURAL BEAUTY HARD SURFACE CLEANER | - Dynasurf Chemical Corp. |
| NEUTRAL FLOOR CLEANER | - Scott Sani-Fresh Int. |
| NEUTRO JEL 110R | - Selig Chemical Industries |
| NEVER RINSE | - Puritan/Churchill Chemical |
| NU-VIEW NEUTRAL CLEANER | - Bunzl Corp. |
| PDQ | - Dynasurf Chemical Corp. |
| PINE GOLD | - Barrier Industries, Inc. |

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| RAM ALL PURPOSE CLEANER | - Ram Enterprises |
| RELKEM 99 | - Barrier Industries, Inc. |
| ROYAL FLUSH | - Chloral Group |
| RT6 | - Mirandy Products, Ltd. |
| SASSAFRAS ALL PURPOSE CLEANER | - Twi-Laq Industries, Inc. |
| SEVENTY 7 | - Purex Industrial |
| SIMPLY ROYAL | - Alfred Chemical Corp. |
| SPEEDBALL HEAVY DUTY SPRAY CLEANER | - The Butcher Co. |
| SPRAY IT CLEAN | - Twi-Laq Industries, Inc. |
| SSS HEAVY DUTY CLEANER | - Triple S |
| STONE-GLO MARBLE/TERRAZZO CLEANING CONCENTRATE | - Twi-Laq Industries, Inc. |
| STRIDE READY-TO-USE | - S.C. Johnson Wax |
| SUNBATH DEODORIZING CLEANER | - Butcher Co. |
| SUN-GLO CITRUS ALL CLEANER | - Twi-Laq Industries, Inc. |
| SUN-GLO HEAVY DUTY DEGREASER | - Twi-Laq Industries, Inc. |
| SWIFFER ADVANCED CLEANER | - Proctor & Gamble |
| SWIFFER ADVANCED OR WOOD CLEANER | - Proctor & Gamble |
| SWIFFER MOISTENED FLOOR WIPES | - Proctor & Gamble |
| SWIFFER WOOD CLEANER | - Proctor & Gamble |
| SYNCO | - Banner Chemical Corp. |
| T.M.T.-L (Tile, Marble & Terrazzo Liquid) | - Chloral Group |
| THE NATURAL SUPER ORANGE CLEAN | - Clean Environment Co., Inc. |
| TOP CLEAN | - Hillyard Chemical Co. |
| TOP FLITE FLOOR & SURFACE DETERGENT | - Betco Corp. |
| TOUGH DUTY | - Spartan Chemical Co. |
| TUFF CLEAN | - Brighton Chemical Co. |
| ULTIMATE ALL PURPOSE CLEANER | - Bunzl Corp. |
| UNIKLEEN | - Enterprise Chemical Corp. |

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| UNITED 550 PURPLE | - United Laboratories |
| VALUE | - Scot Chemicals |
| ZEP ALL PURPOSE CLEANER & DEGREASER | - Zep Commercial |
| ZEP ORANGE GEL DEGREASER | - Zep Manufacturing |

DETERGENT, LIQUID BIOREMEDIATION SURFACE CLEANER – Category #22B

| | |
|---|---|
| BIOREM-2000 SURFACE CLEANER | - Clift Industries, Inc. |
| JAWS SC | - Kem Tech Industries |

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

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|---|---|
| LIGHTNING STEAM-AWAY CLEANER | - Banner Chemical |
| STEAM SOFT | - Darm Incorporated |

DRAIN CLEANER – Category #26A

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|---|---|
| GREASE AWAY | - American Industrial Supply, Inc. |

DRAIN CLEANER ENZYMATIC TYPE - Category #26B
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| ACTIVATOR 5000 | - Barlyn Chemical |
| BAN-ZYME LIQUID<br>BA0100335 (1 Gallon) – BA0100336 (55 Gallons) | - Banner Chemical Co. |
| DRAIN BUG | - American Wax Co., Inc. |
| ENVIRO-ZYME GT POWDER<br>Stock #BA0100320 (8oz. Package) | - Enviro-Zyme Inc. |
| ENZY SUPER | - Prestige Laboratories, Inc. |
| ENZYMATIC-DRAIN CLEANER | - Mirandy Products, Ltd. |
| THE CLEANER | - Spartan Chemical Co. |

FLOOR FINISH, METALLIC INTERLOCK (SCRUBBABLE) - Category #28 - Stock #AU0100210
(55 Gallons)

| | |
|---|---|
| 20/20 VISION | - Barrier Industries, Inc. |
| AMWAY FLOOR POLISH | - Amway Corp. |

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|---|---|
| AMWAY FLOOR WAX | - Amway Corp. |
| APTCO TOUCHDOWN FLOOR FINISH | - Buckingham Wax Co. |
| CAREFREE | - S.C. Johnson & Son, Inc. |
| CHEM FLOOR FINISH | - Chemical Creations, Inc. |
| CLEAR SPRAY BUFF | - Russall Products Co., Inc. |
| COMMANDER | - Cello Chemical Corp. |
| COMPLETE | - Johnson Wax Co. |
| CORNERSTONE FLOOR SEALER FINISH | - 3M Co. |
| EARL'S 20% SOLIDS FLOOR FINISH | - John A. Earl, Inc. |
| EARL'S 25% SOLIDS FLOOR FINISH | - John A. Earl, Inc. |
| EARL's 4000A (SCRUBBABLE) | - John A. Earl, Inc. |
| EASY LAY FLOOR FINISH | - Multi-Development Enterprises |
| ENCO SUPREME B RBR | - Enterprise Chemical & Paper Co. |
| ENSURE | - Penetone Div., Amerace Corp. |
| FAST TRACK ULTRA WEAR FLOOR FINISH | - Janimart Corp. |
| FLOORTASTIC | - Realneat Products |
| GLOSS RETENTION FLOOR FINISH | - John A. Earl, Inc. |
| KROME-KOTE (Formerly KINGKOTE) | - Rochester Midland |
| LEGENDARY | - Puritan/Churchill Chemical Co. |
| LITHOFIN PSI-PREMIUM SILICON IMPREGNATOR | - VIC Industrial Corp. |
| LS-2000 | - Masury Columbia Co. |
| MAR SEAL | - Prestige Laboratories |
| MASTERPIECE HIGH GLOSS FLOOR FINISH | - National Laboratories |
| ON AN'ON | - Spartan Chemical Co. Inc. |
| PERMA SHIELD<br>(Enseel Acrylic Sealer & Under Coater) | - National Chemical Laboratories of PA, Inc. |
| PERMA SHINE<br>(Brite Eyes Wet Look Premium Grade Floor Finish) | - National Chemical Laboratories of PA, Inc. |
| PLAZA | - Johnson Wax Co. |

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| ROYAL BUFF | - Chloral Group |
| ROYAL TREATMENT | - Chloral Group |
| SPIT SHINE ULTRA HIGH SPEED KLEEN & BARNISH | - Janimart Corp. |
| SPRINT | - S.C. Johnson Wax |
| STONE MEDIC MARBLE POLISHING COMPOUND | - VIC Industries Corp. |
| SUN-GLO EVERLAST HI-SPEED FLOOR FINISH | - Twi-Laq Industries, Inc. |
| SUN-GLO PROMISE FLOOR FINISH | - Twi-Laq Industries |
| SUNNY-SIDE | - Spartan Chemical Co. |
| SUPER GLOSS FLOOR FINISH #23 | - Sterling Sanitary Supply Co. |
| SUPER POLYMER FLOOR FINISH | - Burke Supply Co. |
| TOTAL FLOOR FINISH | - Twi-Laq Industries |
| TRAFFIC | - Mirandy Products, Ltd. |
| TRAFFIC 25 | - Prestige Laboratories |
| TRILINC | - Spartan Chemical Co. Inc. |
| TUFF STUFF FLOOR FINISH | - Brighton Chemical Co. |
| ULTRA GLOSS FLOOR FINISH | - Envirochem, Inc. |
| VICTORY | - Cello Chemical Corp. |
| VITA FLOOR ARREST BUFFABLE FINISH | - Airkem Professional Products |
| ZAP (Floor Finish Maintenance & Neutral Cleaner) | - National Chemical Laboratories of PA, Inc. |

**FLOOR CLEANER (RESILIENT TILE STRIPPER) - Category #29A - Stock #AU0700480 (55 Gallons)**
**(Eye protection, impervious gloves and long sleeve work clothes must be used.)**

| | |
|---|---|
| APTCO STRIPPER | - Buckingham Wax Co. |
| ARMOR ALL CLEANER DEGREASER | - Armor All Products |
| BLUE STRIP | - Chloral Group |
| BRAVO EXTRA HEAVY DUTY STRIPPER | - S.C. Johnson & Son, Inc. |
| BREAK-THRU REEMULSIFIER | - Chloral Group |
| CHAMPION BASEBOARD CLEANER & FLOOR STRIPPER | - Chase Products Co. |

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|---|---|
| CHEM WAX STRIPPER | - Chem Creations, Inc. |
| CLEAN ON THE GO DAMP MOP | - Spartan Chemical Co. Inc. |
| CONCENTRATED FLOOR CLEANER | - Lever Industrial, Inc. |
| CONSUME MICRO-MUSCLE | - Spartan Chemical Co. Inc. |
| EASY PAKS NEUTRAL CLEANER | - Drackett Professional/S.C. Johnson |
| ENCO FORMULA NO. 200 | - Enterprise Chemical & Paper Co. |
| ENCO TYPHOON CLEANER | - Enterprise Chemical & Paper Co. |
| FLOOR CLEANER 2000 PLUS | - Tennant Co. |
| FULL STRIP | - Fuller Brush Co. |
| G.C. STRIPPER | - W.B. McVicker Co. |
| HEAVY DUTY STRIPPER | - Dynasurf Chemical Corp. |
| INSTANT MILDEW REMOVER/BATHROOM CLEANER | - Betco Corp. |
| LESSWORK DETERGENT | - Banner Chemical Co. |
| LOW FOAM EXTRACTION CLEANER | - Betco Corp. |
| MODIFIED ONE-STEP SPRAY POWER | - Sterling Sanitary Supply Co. |
| MOP PAC LITE S4 1804 NEUTRAL FLOOR CLEANER | - Portion Pac Chemical Corp. |
| MOP PAC LITE 4 1804 NEUTRAL FLOOR CLEANER | - Portion Pac Chemical Corp. |
| NAD-75 | - Spartan Chemical Co. |
| ON & OFF BASEBOARD CLEANER | - Cello Chemical Corp. |
| POWERTONE | - Penetone Div., Amerace Corp. |
| PRIME TIME | - Walton March Inc. |
| SCRUB | - Mirandy Products, Ltd. |
| SOILSCREEN ALL PURPOSE NEUTRAL FLOOR CLEANER | - Dymon Inc. |
| SQUARE ONE | - Spartan Chemical Co. |
| STEP OFF | - S.C. Johnson & Son Inc. |
| STRIPPIT | - Misco International Chemical, Inc. |
| SUNDANCE FLOOR CLEANER | - Butcher Co. |
| SUN-GLO BASE STRIP | - Twi-Laq Industries, Inc. |

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|---|---|
| SUN-GLO HOT STRIPPER | - Twi-Laq Industries, Inc. |
| SUPER STRIP II | - Barrier Industries, Inc. |
| TILE & TERRAZZZO RECYCLING CONCENTRATE 9650 | - Tennant Co. |
| TUFFY PINE SCRUB | - Brighton Chemical Co. |
| VITA FLOOR CLEANER | - Airkem Professional Products |
| WYANDOTTE FLOOR STRIPPER | - Wyandotte Chemicals Co. |

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

| | |
|---|---|
| DE-FENSE | - Purex Industrial |
| EXCEL | - Purex Industrial |
| SUN-GLO ACRYLIC FLOOR SEALER | - Twi Laq Inc. |
| TOP GUARD READY TO USE | - Top Guard Products |

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

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|---|---|
| SUPER GUARD | - Purex Industrial |

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

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|---|---|
| AWARD FURNITURE POLISH | - Ecolab Incorporated |
| BEESWAX FURNITURE POLISH | - Midco Products Co., Inc. |
| CHAMPION LEMON FURNITURE POLISH | - Chase Products Co. |
| EARL'S WAXING, DUSTING, CLEANING POLISH | - John A. Earl, Inc. |
| FIRST CLASS FURNITURE POLISH | - Franklin Cleaning Technology |
| GUARDSMAN INSTITUTIONAL POLISH | - Colgate Palmolive Co. |
| LEMON SPEEDWAX | - Purex Industrial |
| LONG LIFE SURFACE REJUVENATOR | - Sterling Sanitary Supply Co. |
| PLEDGE | - S.C. Johnson Wax |
| SILKY FURNITURE & EQUIPMENT POLISH | - The Butcher Polish Co. |

GRAFFITI REMOVER (AEROSOL AND BULK) - Category #31B - Stock #AU0100595 (1 Gallon)
PATH Stock #933
(Eye protection, impervious gloves, and long sleeve work clothes must be worn. - Do not use in an enclosed area.)

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|---|---|
| BUST RUST | - Jet-Aer Corp. |
| GG-80 GRAFFITI REMOVER | - Polytech |
| GRAFFITI PRO-TECTION PLUS | - Pro-Kote Industries |
| KICK | - Visual Pollution Tech, Inc. |
| MC 800 SO-SAFE LIQUID GRAFFITI REMOVER | - HILTI Construction Chemical, Inc. |
| MC 850 SO-SAFE SPRAYABLE GEL GRAFFITI REMOVER | - HILTI Construction Chemical, Inc. |
| MOTSENBOCKER'S LIFT OFF #3 | - Motsenbocker's Lift Off |
| MOTSENBOCKER'S LIFT OFF #4 SPRAY PAINT GRAFFITI REMOVER | - Motsenbocker's Lift Off |
| NAVITONE | - Penetone Div., Amerace Corp. |
| OFF GRAFFITI REMOVER | - American Industrial Supply, Inc. |
| SIMPLE GREEN | - Sunshine Makers, Inc. |
| ULTRA CLEAN GRAFFITI BLASTER-17614, 17601, 17605, 17754 | - Roman Adhesives, Inc. |
| ULTRA CLEAN GRAFFITI BLASTER-17801, 17805, 17854 | - Roman Adhesives, Inc. |
| WORKFORCE ALL PURPOSE ABSORBENT | - Marcal Paper Mills, Inc. |

GREASE & OIL ABSORBENTS - Category #32 - Stock #AU0100230, AU0100237
(Contact Materials Engineering Division concerning disposal of spent material.)

| | |
|---|---|
| ALL PURPOSE FLOOR ABSORBENT | - Sud-Chemie Absorbents, Inc. |
| CLEAN SWEEP | - Kem Tech Industries |
| DRI-WHITE | - Meridian Petroleum |
| DRI-ZORB | - DMS&D Associates, Inc. |
| FLOOR DRY | - Eagle Picher Co. |
| HI-DRI FLOOR ABSORBENT | - Waverly Minerals, Inc. |
| HTP | - American Products, Inc. |
| MAGIC SORB | - ITW Devcon, Environmental Systems |
| OCLANSORB- for chemical spills only | - Hi-Point Peat Limited |

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|---|---|
| OIL DRI | - Oil Dri Corp. |
| PEAT SORB OIL ABSORBENT - for oil spills only | - E Global Solutions, Inc. |
| PS 3200 PART #3111 (PETRO EATER IN BOOM FORM) | - Environmental Connections, Inc. |
| SOLS SPEED DRY | - Engelhard Minerals & Chemicals Corp. |
| ZORB ALL | - Diversey Wyandotte |

FLOOR CLEANER, SWEEPING COMPOUND – Category #32A

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|---|---|
| KLEEN SWEEP | - Akona, LLC |

HAND CLEANER, CREAM (WITH LANOLIN & GERMICIDE) - Category #33 - Stock #AU0700070

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|---|---|
| ALCARE FOAMED ALCOHOL | - Calgon Vestal Laboratories |
| GOJO LOTION CREAM SOAP | - GOJO Industries |
| HARLEY CREAM MEDIC | - Harley Chemicals Div., Concord Chemicals Co. |

HAND CLEANER, LIQUID - Category #36 – Stock #AU0700073, AU0700084

| | |
|---|---|
| 010 HAND CLEANER | - A.W. Chesterton Co. |
| ANTI MICROBIAL PINK LOTION SOAP | - Bedford Chemical Division Ferro Corp. |
| CELLO LIQUID HAND CLEANER #78 | - Cello Chemical Corp. |
| CORMATIC ANTISEPTIC HAND SOAP | - Georgia Pacific |
| CORMATIC FOOD PROCESSING HAND WASH | - Georgia Pacific |
| CORMATIC FROST LEMON SOAP | - Georgia Pacific |
| CORMATIC MIGHTI-SCRUB HAND SOAP | - Georgia Pacific |
| CORMATIC PINK PEARL HAND SOAP | - American Paper Towel Co. |
| DERMA MAX ANTIMICROBIAL SKIN CLEANER | - Amerclean Systems, Inc. |
| DERMA MAX INSTANT SKIN SANITIZER | - Amerclean Systems, Inc. |
| DERMA PRO LOTION SOAP | - GoJo Industries |
| FORMULA 86 - 15% HAND SOAP | - Malone Chemical Co. |
| FORMULA 87 – LOTIONIZED SOAP | - Malone Chemical Co. |

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| HAND CLEANER, ANTISEPTIC | - NCH Corp. |
| HARCO 37% COCONUT | - Harley Chemicals Div., Concord Chemical Co. |
| LIQUID HAND SOAP | - Chloral Group |
| LTS LOTION SOAP | - Calgon Corp. - Commercial Div. |
| LURON LOTION HAND CLEANSER | - U.S. Borax and Chemical Corp. |
| MIGHTY SCRUB (HEAVY DUTY USE ONLY) | - American Paper Towel Co. |
| PALMETTO (Formerly Balma) | - Rochester Midland |
| PINK LOTION SOAP | - Kutol Products |
| PINK LOTION SOAP/CAPCO COCONUT LIQUID HAND SOAP | - Harley Chemicals |
| PINK VELVET HAND SOAP | - Alfred Chemical Corp. |
| POWER GOLD HAND CLEANER W/CRUSHABLES | - GoJo Industries, Inc. |
| RICHFOAM LIQUID HAND SOAP - 15% | - W.B. McVicker Co. |
| SANIGIZER | - Ecolab Inc. |
| SOFT TOUCH HAND SOAP | - Barrier Industries |
| SPECIAL CASTILE SOAP | - Penetone |

HAND CLEANER, LOTION - Category #37

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|---|---|
| COCONUT OIL HAND SOAP | - Twi-Laq Industries, Inc. |
| EPICARE LOTION SOAP | - Ecolab Incorporated |
| GL CS 91284 LOTION HAND SOAP | - Russall Products Co., Inc. |
| INDUSTRIAL CREAMEDIC | - Harley Chemicals Div., Concord Chemical Co. |
| KRESTO EF | - Stockhausen, Inc. |
| PENETONE HAND CLEANER | - Penetone Division |
| PINK LOTION HAND SOAP | - Twi-Laq Industries, Inc. |
| SBS-61 | - Deb SBS, Inc. |
| SLIMLINE PINK PEARL LOTION HAND CLEANER | - Kutol Products Co. |

HAND CLEANER, POWDERED - Category #38A - Stock #AU0100460 (300lb. Drum)

| | |
|---|---|
| BORAXO | - U.S. Borax Co. |
| LAN-O-KLEEN PLUS | - Penetone Division |
| PAX-LANO-SAV | - Calgon Corp. |

HAND CLEANER, POWDERED (WITH LANOLIN) - Category #38B - Stock #AU100465 (5lb. Box)

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|---|---|
| APTCO SUPERIOR HAND CLEANER W/LANOLIN | - American Paper Towel Co. |
| BORA-SOLV | - Sanitary Soap Co., Inc. |
| GENTLE GIANT | - National Milling & Chemical Co. |
| M-1 | - Mione Manufacturing Co. |

HAND CLEANER, WATERLESS - Category #39 - Stock #AU0700060 – AU0700080 - PATH Stock #0276

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|---|---|
| BLUE LABEL | - DL Group, Banite Inc. |
| MAGNUS WATERLESS HAND CLEANER | - Magnus Chemical Division |
| PAX-SOLV | - Calgon Corp. |
| SBS-30 WATERLESS SKIN CLEANSER | - Deb SBS, Inc. |

INSECT REPELLENT - Category #42
Contains between 20 and 30% DEET (N, N-Diethyl-meta-Toluamide)

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|---|---|
| ANILEATOR INSECT REPELLENT (4-oz Pump Spray) (Stock #AU0100095) | - Hilton Head Laboratories |
| ANILEATOR INSECT REPELLENT (Towelette) (Stock #AU0100096) | - Hilton Head Laboratories |
| BUG BAND INSECT REPELLENT (Towelette) (Does not contain DEET) (Stock #AU0100096) | - EES, Inc. |
| BUG BARRIER II (6-oz Spray Can) (Stock #AU0100090) | - ARI |
| CUTTER ADVANCED (6-oz Pump Spray) (Does not contain DEET) (Stock #AU0100080) | - Spectrum Brands, Inc. |
| CUTTER ADVANCED (Towelette) (Does not contain DEET) (Stock #AU0100085) | - Spectrum Brands, Inc. |
| CUTTER BACKWOODS REPELLENT (4-oz. Pump Spray) (Stock #AU0100095) | - Spectrum Brands, Inc. |

CUTTER OUTDOORSMAN INSECT REPELLENT LOTION (1-oz. Bottle) (Stock #AU0100092) - Spectrum Brands, Inc.

MISTY INSECT REPELLENT II (6-oz Spray Can) (Stock #AU010090) - Amrep, Inc.

OFF DEEP WOODS INSECT REPELLENT (Pump Spray) (Stock #AU0100098) - S. C. Johnson & Son

REPEL "SPORTSMEN" INSECT BLOCK 29 (6.5-oz Spray Can) (Stock #AU0100098) - Wisconsin Pharmacal Co.

METAL CLEANER & POLISH - Category #43 - Stock #AU0100410 (1 Gallon)
(Eye protection, impervious glove and long sleeve work clothes must be used.)

3M DESK & OFFICE CLEANER - 3M Co.

BROWN METAL POLISH 505 - Buckingham Wax Co.

LIME AWAY ACIDIC CLEANER - Ecolab

MEDALLION METAL POLISH - Ecolab

MISTY MULTIPURPOSE CLEANER & POLISH UVX - Amrep, Inc.

MISTY SPRAY CLEANER & POLISH - Amrep, Inc.

NOXON - Boyle-Midway, Inc.

OZ CREAM POLISH - H. Behlen & Bro.

RESTORO POLISH 00 SMOKE - Restoro Polish Co.

METAL CLEANER, WATER EMULSION PAINTED SURFACES METALS, PLASTICS - Category #44 – Stock #AU0100440 (1 Gallon) - PATH Stock #4419
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

NU-SHEEN - Nu-Sheen Product Co.

ODOR CONTROL CHEMICAL - Category #45 - Stock #AU0100100 (10oz. Block) – #AU0700285 (14oz. Tube)

AIRKEM GOLD LABEL SOLIDAIRE - Airkem Professional Products

AQUATOC - Ecolab Incorporated

AQUATOC (BULK) - Airkem Professional Products

AQUAZYME - Packard Industries, Inc.

AQUINOC (BULK) - Airkem Professional Products

| | |
|---|---|
| BIG D- D'VOUR | - Big D Industries, Inc. |
| BRITEC BLUE MIST | - Brighton Chem. Co. |
| CHERRY BLOSSOM DEODORIZER & CLEANER | - Burke Supply Co. |
| CLEAN ON THE GO SMOKE & ODOR ELIMINATOR | - Spartan Chemical Co. Inc. |
| CORMATIC WINTER MINT | - Georgia Pacific Corp. |
| ERASE | - Geritrex Corp. |
| GOLD LABEL LIQUID | - Airkem Professional Products |
| GOLD LABEL MIST (Aerosol) | - Airkem Professional Products |
| GREEN LABEL LIQUID | - Airwick, Reckitt Benckiser |
| MULTI-CLEAN ODOR OUT | - Minuteman International, Inc. |
| NILIUM WATER SOLUBLE DEODORIZER | - Nilodor Inc. |
| RUGBEE CARPET & ROOM DEODORIZER | - S.C. Johnson & Son |
| SOLIDAIRE GOLD LABEL (SOLID) | - Airkem Professional Products |
| SOLIDAIRE RED LABEL (SOLID GEL) | - Airkem Professional Products |
| SPRAY N' FRESH | - Fuller Brush |
| SUPERIOR ODOR CONTROL | - Force Chemical, Inc. |

RODENTICIDES - Category #52

RUNWAY ICE CONTROL - Category #53A

| | |
|---|---|
| CLEARWAY 1 | - Clearway, LLC. |
| CRYOTECH NAAC DEICER | - Cryotech Deicing Technology |
| OCTAMELT | - Octagon Process, Inc. |

GENERAL ICE CONTROL - Category #53B

| | |
|---|---|
| CALCIUM CHLORIDE PELLETS 90 | - Dow Chemical Co. |
| DE-ICER 821 | - Penetone Division, Amerace Corp. |

ICE MELT RINSING COMPOUND - Category #53C

| | |
|---|---|
| PROLONG | - Armor Research Co. |

RUST INHIBITOR - Category #54

RUST REMOVER - Category #55

SKIN CREAM, PROTECTIVE - Category #57 - Stock #AU0100480
(FOR NON-AQUEOUS IRRITANTS)

| | |
|---|---|
| DERMA PLUS | - Acutech Industries, Inc. |
| DERMA SHIELD | - Acutech Industries, Inc. |
| FASTEX B4 HAND BARRIER CREAM | - Glenveigh Developments Limited |
| PROTECTIVE CREAM 411 | - Penetone Corp. |
| SBS-46 | - Deb SBS, Inc. |

SUNSCREEN - Category #57A – Stock #AU0100490

| | |
|---|---|
| SOLAR GUARD SUNSCREEN TOWEL | - ITW Dymon |
| SUN SENSE SPF-15 TOWELETTE | - Solar Care Inc. |

MOISTURIZER - Category #57B – Stock #AS0700080

| | |
|---|---|
| LUROSOOTHE LOTION MOISTURIZING HAND CREAM | - The Dial Corp. |
| ONOX HAND CREAM | - Onox, Inc. |

AEROSOL - Category #57C

| | |
|---|---|
| EXADERM AEROSOL | - NCH Corp. |

SPENT-FULLER'S EARTH - Category #59

SPOT CLEANER, UPHOLSTERY & CARPET - Category #61B
(Eye protection, imperious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 4OUR BROWN SPOT & STAIN REMOVER | - Cleantronics, Inc. |
| 5IVE RUST AWAY | - Cleantronics, Inc. |
| 6IX TURBO CLEANER COFFEE REMOVER &PRE-SPRAY | - Cleantronics, Inc. |
| HOST & PREP | - Racine Industries, Inc. |
| HOST & SPOT REMOVER FOR CARPET | - Racine Industries, Inc. |

| | |
|---|---|
| HOST DRY CARPET CLEANER | - Racine Industries, Inc. |
| PROFESSIONAL SPOT PREP | - Cleanmaster |
| REVITALIZE 101 PRESPRAY/BONNET DETERGENT | - Ecolab Incorporated |
| REVITALIZE 31 BEVERAGE SPOTTER | - Ecolab Incorporated |
| RUGBEE ENZYME SPOTTER | - S.C. Johnson Wax |
| RUGBEE SOLVENT SPOTTER | - S.C. Johnson Wax |
| SOIL RELEASE #58 PRE-SPRAY | - Sterling Sanitary Supply Co. |
| STAIN-EX | - Positive Product Laboratories, Inc. |
| TRAFFIC LANE SPOTTER | - Chloral Group |
| TRI-TEX | - Airkem Professional Products |

SPRAY BUFF PRE-MIXED - Category #62
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| CAREFREE SHOWTIME SUPERIOR GLOSS SPRAY CLEANER | - Burke Supply Co. |
| CLEANER SPRAY BUFF | - Russall Products Co., Inc. |
| EASY TASK RESTORER SPRAY BUFF | - Betco Corp. |
| LOW AND BEHOLD | - Ecolab Incorporated |
| MIST & BUFF | - Puritan Chemical Co. |
| MOP & BUFF FLOOR RESTORER | - Twi-Laq Industries, Inc. |
| RENU (ReNu Ready To Use Spray Buff Emulsion) | - National Chemical Laboratories of PA, Inc. |
| ROYAL ENCOUNTERS | - Chloral Group |
| SNAPBACK | - S.C. Johnson & Son, Inc. |
| SPIT SHINE ULTRA HIGH SPEEN KLEEN & BURNISH | - Janimart Corp. |
| SPRAY BUFF | - Cello Chemical Corp. |
| SPRAY BUFF | - Puritan/Churchill Chemical Co. |
| SPRAY BUFF | - Spartan Chemical Corp. |
| SUN-GLO FLOOR RESTORER | - Twi-Laq Industries, Inc. |
| TUFFY MOP & BUFF | - Brighton Chemical Co. |

| | |
|---|---|
| TUFFY SPRAY BUFF | - Brighton Chemical Co. |

SPRAY AND RINSE DETERGENT (CAR WASH) – Category #63 – Stock #AU0100823 (55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| FO 976 TA BUS WASH | - Fine Organics Corp. |
| FO 980A | - Fine Organics Corp. |
| J-WAX BELIEVE TRAFFIC FILM REMOVER | - Johnson Wax Co. |
| PENETONE 155<br>(Stock #BA0100343) | - Penetone Corp. |
| RMS-36 | - FPC Metro Corp. |
| STRENGTH | - Magnum Research |

STAINLESS STEEL CLEANER & WASH – Category #65A
(Eye protection, impervious gloves apron and long sleeve work clothes must be worn.)

| | |
|---|---|
| BRILLIANCE STAINLESS STEEL WIPES | - Brilliance Holdings, Ltd. |
| CELLO SLEEK STAINLESS STEEL CLEANER | - Cello Chemical Corp. |
| DEEP GLOSS (AEROSOL) | - Johnson Wax Co. |
| HYSHINE – TIFFANY STAINLESS STEEL CLEANER | - Hysan Corp. |
| METALO STAINLESS STEEL CLEANER | - Twi-Laq Industries, Inc. |
| NU-SHEEN | - Nu-Sheen Products, Inc. |
| POWERTONE (BULK)<br>(Stock #BA0100343 – 6 Gallons) | - Penetone Div., Amerace Corp. |
| SHIMMER (BULK & AEROSOL) | - National Labs |
| SWELL STAINLESS STEEL CLEANER | - Twi-Laq Industries, Inc. |
| TRIPLE S STAINLESS STEAL CLEANER | - Triple S |

TOILET BOWL CLEANER, LIQUID – Category #66B – PATH Stock #5535
(Eye protection, impervious gloves, apron and long sleeve work clothes must be worn.)

| | |
|---|---|
| ASTOR SAFETY NON-ACID BOWL CLEANER | - Creative Chemicals, Inc. |
| BATH GUARD – ACID FREE DISINFECTANT BATHROOM CLEANER | - The Butcher Co. |

| | |
|---|---|
| BATH MATE ACID – FREE WASHROOM CLEANER | - The Butcher Co. |
| BIG D URINAL BLOCK WITH ENZYME (Non-Para) (Stock #AU0100070) | - BIG D Industries |
| BOL MAID TOILET CLEANER | - Betco Corp. |
| BOWL PAC 532 TOILET BOWL & BATHROOM CLEANER | - Portion Pac Chemical Corp. |
| BOWLAWAY BOWL & BATHROOM CLEANER | - Barrier Industries, Inc. |
| CAREFREE MILD BOWL & PORCELAIN CLEAN/DISINFECTANT | - Burke Supply Co. |
| CHARGE BOWL CLEANER | - The Butcher Co. |
| CREW TUB & TILE CLEANER FOR SOLUTION CENTER | - S.C. Johnson Wax |
| DISINFECTANT RESTROOM CLEANER | - Scott Sani-Fresh Int. |
| FORMULA 72 GERMICIDAL ACID BOWL CLEANER | - Malone Chemical Inc. |
| HI-GENIC | - Purex Industrial |
| JON Q. PUBLIK | - Barrier Industries, Inc. |
| MINT BOWL CLEANER | - Chloral Group |
| MINT BOWL CLEANER | - Twi-Laq Industries, Inc. |
| NABC (Non-Acid Disinfectant Bathroom Cleaner) | - Spartan Chemical Co., Inc. |
| NON-ACID BOWL CLEANER | - Twi-Laq Industries |
| SSS NON-ACID BOWL CLEANER | - Triple S |
| SUN-GLO MINT BOWL CLEANER | - Twi-Laq Industries, Inc. |
| VANI-SOL DISINFECTANT WORKROOM CLEANER | - National Laboratories |

**TUNNEL TILE SURFACE DETERGENT – Category #70 – Stock #AU0700250 (55 Gallons)**
**To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, face shield, impervious gloves, protective clothing & boots must be worn.)**

| | |
|---|---|
| BIO SOLVE | - The Westford Chemical Corp. |
| BUSINESS TO BUSINESS SOLUTIONS - MULTISURFACE CLEANER | - Access Business Group Int., LLC |
| COMPOUND 1101 | - Priority Chemical Co., Inc. |
| ECO-CLEAN | - Uniflo Resources |
| FO 1165 | - Fine Organics Corp. |

| | |
|---|---|
| FO 933 TUNNEL WASH | - Fine Organics Corp. |
| GRIGNARD TUNNEL TILE WASH WINTER GRADE | - Grignard Co. |
| HYDROFORCE BUTYL-FREE ALL PURPOSE - CLEANER / DEGREASER | -CRC Industries, Inc. |
| J-WAX-100 | - S.C. Johnson & Son |
| KEY CEHM 06562 P | - Stuart Ironsides |
| KEY CHEM 539 | - Key Chemicals, Inc. |
| OXI CLEAN | - Orange Glo International |
| PORT TUNNEL CLEANER | - Twi-Laq Industries |
| QUICK TUNNEL CLEANER | - Quick Chemical Co., Inc. |
| SC-1000 | - Gemtek Products |
| SHINELINE MULTI SURFACE CLEANER | - Spartan Chemical Co. |
| SON OF SUPER BRUTE PLUS | - Applied Research, Inc. |
| SUPER CONCENTRATE PROTECTIVE SOIL REMOVER | - Gemtek Products |
| SUPER WASH INDUSTRIAL GREASE BUSTER | - SWI International |
| TUNNEL WASH | - Bergo Janitorial Supply |
| ULTRA ONE – G5 | - Ultra One Corp. |
| ZEP BLUE MAGIC | - ZEP Manufacturing |
| ZEP-X-8886 | - ZEP Manufacturing |
| ZEP-X-9081 | - ZEP Manufacturing |

UTILITY CLEANER, PASTE – Category #71A – Stock #AU0700090 (2lb. Can)

UTILITY CLEANER, POWDER – Category #71B – Stock #AU0700100 (100lb. Drum) – AU0700120 (100lb. Drum) – PATH Stock #13329
(Eye protection, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

| | |
|---|---|
| AJAX CLEANSER WITH BLEACH | - Colgate-Palmolive Co. |
| BAB-O-CLEANSER | - Fitzpatrick Bros., Inc. |
| CA-348 | - Polytech |
| CON-SAL | - Church-Dwight Co. |

| | |
|---|---|
| F-100 | - Diversey Wyandotte |
| NAMICO J-100 | - National Milling and Chemical Co. |
| PERMAG #40 | - Magnuson Products Corp. |
| PURITINE | - J.I. Holcomb Manufacturing Co. |

CLEANER, GENERAL PURPOSE – Category #71C

| | |
|---|---|
| HYDROXI PRO CLEANING WIPES | - Core Products Co. |
| THE NATURAL ALL PURPOSE MULTI-SURFACE CLEANER | - Easy Clean & Green |

WALL CLEANER, TILE – Category #72A
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 3M BRAND BATHROOM CLEANER CONCENTRATE | - 3M Co. |
| AQUA-SAFE | - Brulin & Co., Inc. |
| ARMOR ALL CLEANER DEGREASER | - Armor All Products |
| ECO-PHASE HEAVY DUTY CLEANER/DEGREASER CONCENTRATE | - Janimart Corp. |
| ENCO FORMULA 'A' | - Enterprise Chemical & Paper Corp. |
| IT'S OK "GREEN" | - Ardex Laboratories, Inc. |
| JUST RIGHT | - Janimart Corp. |
| KLEANSAL | - W.B. McVicker Co. |
| LESSWORK DETERGENT | - Banner Chemical Co. |
| NEUTRA-KLEEN DEORDORIZING NEUTRAL CLEANER | - Janimart Corp. |
| PRIME TIME | - Walton March Inc. |
| STERIGENT | - Spartan Chemical Co. |
| SUN-GLO WELSITE TILE & FLOOR CLEANING CONCENTRATE | - Twi-Laq Industries, Inc. |
| THE NATURAL BASIN, TUB & TILE CLEANER | - Clean Environment Co., Inc. |
| TOP NOTCH | - Barrier Industries |

**WINDOW CLEANER, CONCENTRATE USE AS DELIVERED** – Category #72B - Stock #AU0700180 (1 Gallon) - AU0700190 (55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 3M BRAND GLASS CLEANER CONCENTRATE | - 3M Co. |
| ALCOHOL CLEANER | - Lever Industrial, Inc. |
| APTCO WINDOW CLEANER | - Buckingham Wax Co., Inc. |
| BELLWETHER WINDSHIELD WASHER #1001 | - Bellwether Laboratories, Inc. |
| BELLWETHER WINDSHIELD WASHER #1004 | - Bellwether Laboratories, Inc. |
| BELLWETHER WINDSHIELD WASHER #1006 | - Bellwether Laboratories, Inc. |
| CLEAN ON THE GO CONCENTRATED GLASS & HARD SURFACE CLEANER | - Spartan Chemical Co. Inc. |
| CONCENTRATED WINDOW CLEANER | -Twi-Laq Industries, Inc. |
| GC-101 – HEAVY DUTY GLASS CLEANER | - Banner Chemical Co. |
| GLANCE RTU | - S.C. Johnson Wax |
| GLASS CLEANER | - Spartan Chemical Co. Inc. |
| GLASS KARE | - Barrier Industries, Inc. |
| LANCE (Use as delivered) | - A.C. Fergusson |
| LIGHTNING BLEND GLASS CLEANER F4510 | - Purex Industrial |
| PHOENIX CRYSTAL GLASS CLEANER | - Eagle Maintenance Supply Inc. |
| PLEXI-I-GUARD LIQUID | - Sterling Sanitary Supply Co. |
| PRO-SHINE | - Paper Enterprises |
| SEE KLEAR GLASS CONCENTRATE CLEANER | - Chloral Group |
| SEE-THRU WINDOW CLEANER | - Chloral Group |
| SPARKLE (Use as delivered) | - Mirandy Products, Ltd. |
| SPRAY N' SHINE GLASS CLEANER | - Fuller Brush Co. |
| SSS GLASS CLEANER | - Triple S |
| SUN-GLO C-THRU WINDOW CLEANER | - Twi-Laq Industries |
| WINDOW CLEANER CONCENTRATE | - J.I. Holcomb Manufacturing Co. |

WINDOW CLEANER (AEROSOL) – Category #72E – Stock #AU0700195 (19oz.)
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 099 GLASS CLEANER | - A.W. Chesterton Co. |
| 3M BRAND GLASS CLEANER CONCENTRATE | - 3M Co. |
| 3M TWIST & FILL GLASS CLEANER | - 3M Co. |
| BARRIER PLEXIGLASS CLEANER | - Barrier Industries, Inc. |
| BLUE SKY GLASS CLEANER | - Franklin Cleaning Technology |
| LOOK GLASS CLEANER | - The Butcher Co. |
| PLEX-I-GUARD AEROSOL | - Sterling Sanitary Supply Co. |
| SOILAX SPRAY CLEANER | - Magnus Chemical Division, Inc. |

PATH CARS – EXTERIOR CLEANER – Category #73A – PATH Stock #57066
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed area.)

| | |
|---|---|
| FO 3024-SV | - Fine Organics Corp. |
| FO 479 F | - Fine Organics Corp. |
| PENBLAST 316M | - Penetone Corp. |

PATH CARS – INTERIOR CLEANER – Category #73B – PATH Stock #15510
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed are.) The 3M products must be diluted using Twist 'N Fill Chemical Dispenser.

| | |
|---|---|
| 3M BRAND GENERAL PURPOSE CLEANER CONCENTRATE | - 3M Co. |
| 3M BRAND NEUTRAL CLEANER CONCENTRATE | - 3M Co. |
| 3M BRAND SPEED STRIPPER CONCENTRATE | - 3M Co. |
| 3M NEUTRAL QUAT DISINFECTANT CLEANER | - 3M Co. |
| 3M QUAT DISINFECTANT CLEANER | - 3M Co. |
| 3M TWIST & FILL NEUTRAL CLEANER | - 3M Co. |
| BRAVO EXTRA HEAVY DUTY FLOOR STRIPPER 5 GALLON PAILS | - S.C. Johnson |

| | |
|---|---|
| FO 449 | - Fine Organics Corp. |
| FO 976 TA BUS WASH | - Fine Organics Corp. |
| FO 980A | - Fine Organics Corp. |
| MEGA POWER REDI-CLEAN #12 | - Fine Organics Corp. |
| QUICK QLEEN #2 INTERIOR CAR CLEANER | - Quick Chemical Co., Inc. |
| TRACK-TEX AM | - Texo Corp. |

## FOOD SERVICE MAINTENANCE PRODUCTS

### Category #74

**PRE-SOAK FOR STAINLESS STEEL FLATWARE – Stock #AU0700457**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| BANISH | - Chloral Group |
| SILVER KLEEN SS | - Sanolite Chemical Corp. |
| SILVER POWER – used only with Solitron 1000 dispenser | - Ecolab, Inc. |

**CHLORINATED MACHINE DISHWASHING DETERGENT – Stock #AU0700460**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| GUARDIAN MAGNUM | - Ecolab, Inc. |
| SANO-CHLOR | - Sanolite Chemical Corp. |

**CHLORINATED MACHINE DISHWASHING SAFE FOR MOST METALS**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| GUARDIAN ACCLAIM | - Ecolab, Inc. |
| REWARD | - Sanolite Chemical Corp. |

**SOLID DETERGENT CAPSULE FOR MECHANICAL DISHWASHERS**
**(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)**

| | |
|---|---|
| SOLID POWER – used only with Power Activated Detergent Dispenser | - Ecolab, Inc. |
| SOLID POWER PLUS – used only with Power Activated Detergent Dispenser | - Ecolab, Inc. |

**MACHINE WAREWASHING DETERGENT**
**(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)**

| | |
|---|---|
| SUPER SAVER | - Sanolite Chemical Corp. |

**CONCENTRATED MULTI-PURPOSE IODINE**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| IODEX | - Sanolite Chemical Corp. |
| IODINE SANITIZER | - Chloral Group |
| MIKROKLENE | - Ecolab, Inc. |

**POT AND PAN OR HAND DISHWASHING DETERGENT**
**(Eye protection and impervious gloves must be worn.)**

| | |
|---|---|
| EMULSIFY | - Chloral Group |
| JOY, DISHWASHING DETERGENT | - Proctor & Gamble |
| NEET | - Ecolab, Inc. |
| POT LUCK | - Sanolite Chemical Corp. |

**SOLID DETERGENT CAPSULE FOR POT AND PAN OR HAND DISHWASHING DETERGENT**
**Stock #AU0700450**
**(Eye protection and impervious gloves must be worn.)**

| | |
|---|---|
| SOLITAIRE – used only with Solitron 1000 Dispenser | - Ecolab, Inc. |
| TETROX | - Ecolab, Inc. |

**RINSE ADDITIVE AND DRYING AGENT FOR USE IN AUTOMATIC RINSE INJECTORS**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| INSTANT DRY | - Sanolite Chemical Corp. |
| JET DRY | - Ecolab, Inc. |
| RINSE DRY | - Ecolab, Inc. |
| RINSE IT SP-4 | - Sanolite Chemical Corp. |
| SOLID SPOT FREE | - Ecolab, Inc. |

**SOLID RINSE ADDITIVE AND DRYING AGENT FOR USE IN AUTOMATIC RINSE INJECTORS**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| SOLID SPOT FREE – use only with Mikroverter Dispenser | - Ecolab, Inc. |

**NEUTRAL CLEANER**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| ALL PURPOSE CLEANER | - Ecolab, Inc. |
| KLEER 'N BRITE | - Sanolite Chemical Corp. |

**LOW TEMPERATURE DISHWASHER SANITIZERS**

| | |
|---|---|
| ECO-SAN | - Ecolab, Inc. |

**STAINLESS STEEL CLEANER – Stock #AU0700195**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| **SOILAX** | **- Ecolab, Inc.** |

**ACID CLEANER**

| | |
|---|---|
| **CLINGING LIMEAWAY** | **- Ecolab, Inc.** |

**COMPUBLEND SYSTEM CHEMICALS – Category #77**

| | |
|---|---|
| **Base (A-Y)** | **- 3M Co.** |
| **Ready to Use** | **- 3M Co.** |
| **1:4 Concentrate** | **- 3M Co.** |
| **1:63 Concentrate** | **- 3M Co.** |

## ADDITIONS

| PRODUCT | MANUFACTURER | CATEGORY |
|---|---|---|
| BRILLIANCE STAINLESS STEEL WIPES | Brilliance Holdings, LTD. | 65A<br>STAINLESS STEEL CLEANER & WASH |
| CUTTER ADVANCED (Pump Spray) | Spectrum Brands, Inc. | 42<br>INSECT REPELLENT |
| CUTTER ADVANCED (Towellete) | Spectrum Brands, Inc. | 42<br>INSECT REPELLENT |
| HI-DRI FLOOR ABSORBENT | Waverly Minerals, Inc. | 32<br>GREASE & OIL ABSORBENT |
| HYDROXI PRO CLEANING WIPES | Core Products Co. | 71C<br>GENERAL PURPOSE CLEANER |
| SUPER-SORB INSTANT LIQUID & VOMIT ABSORBENT | Fresh Products, Inc. | 19<br>DEODORIZING – SANITIZING ABSORBENT |
| THE NATURAL ALL PURPOSE MULTI-SURFACE CLEANER | Easy Clean & Green | 71C<br>GENERAL PURPOSE CLEANER |

## DELETIONS

THERE ARE NO DELETIONS

## CHANGES

THERE ARE NO CHANGES

## VENDOR NAMES AND ADDRESSES

**3M Co.**
**3M Center**
**St. Paul, MN 55144-1000**

**A.C. Fergusson Co.**
**Spring Mill Drive**
**Frazer, PA 19355**

**A.W. Chesterton Co.**
**225 Fallon Road**
**Middlesex Industrial Park**
**Stoneham, MA 02180-2999**

**Access Business Group**
**7575 Fulton Street**
**Ada, MI 49355**

**Acutech Industries**
**310 Brookhollow Industrial Blvd.**
**Dalton, GA 30721-3275**

**Advantage Marketing Associates**
**1295 S.W. 4th Avenue**
**Delray Beach, FL 33444**

**Air Kontrol, Inc.**
**221 Pearson Street**
**Batesville, MS 38606**

**Airkem Professional Products, Ecolab Inc.**
**370 Wabasha Street**
**St. Paul, MN 55102**

**Airwick, Reckitt Benckiser**
**Morris Corporate Center IV**
**399 Interpace Parkway, P.O. Box 225**
**Prsippany, NJ 07054-0225**

**Akona, LLC**
**P.O. Box 488**
**1570 Halgren Road**
**Maple Plain, MN 55359**

**Alfred Chemical Corp.**
**111 Gardner Avenue**
**Brooklyn, NY 11237**

**AMAX Corp.**
**960 S. Third Street**
**Louisville, KY 40203**

**American Cyanamid Co.**
**697 Route 46**
**Clifton, NJ 07015**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**American Industrial Supply, Inc.**
**4514 Vanowen Street**
**Burbank, CA 91505**

**American Paper Towel Co.**
**10 Industrial Road**
**Carlstadt, NJ 07072**

**American Products, Inc.**
**P.O. Box 7455**
**Port St. Lucie, FL 34985**

**American Wax Co., Inc.**
**39-30 Review Avenue**
**Long Island City, NY 11101**

**Americlean Systems, Inc., JohnsonDivesey**
**26935 Northwestern Hwy., Suite 400**
**Southfield, MI 48034**

**Amrep, Inc.**
**990 Industrial Park Drive**
**Marietta, GA 30062**

**Amway Corp.**
**7575 East Fulton Road**
**Ada, MI 49355**

**Applied Research, Inc.**
**7367 Davie Rd. Ext**
**Hollywood, FL 33024**

**Ardex Laboratories, Inc.**
**335 Camer Dr.**
**Bensalem, PA 19020**

**ARI**
**P.O. Box 510**
**Orchard Hill, GA 30266**

**Armor All Products, Clorox Co.**
**22 Corporate Park**
**Irvine, CA 92714**

**Armor Research Co.**
**1035 Busch Memorial Highway**
**Pennsauken, NJ 08110**

**Astor Supply Co., Inc.**
**140 Perry Street**
**New York, NY 10014**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Banner Chemical Co.**
**111 Hill Street**
**Orange, NJ 07050**

**Barlyn Chemicals**
**P.O. Box 1122**
**Havertown, PA 19083**

**Barrier Industries, Inc.**
**200 E. Main Street**
**Port Jervis, NY 12771**

**Bedford Chemical Division, Ferro Corp.**
**7050 Krick Road**
**Walton Hills, OH 44146-4494**

**Bellwether Laboratories, Inc.**
**172 Speedwell Avenue**
**Morris Plains, NJ 07950**

**Bergo Janitorial Supply**
**114 Allen Blvd.**
**Farmingdale, NY 11735**

**Betco Corp.**
**1001 Brown Ave.**
**Toledo, OH 43607**

**Big D Industries**
**5620 S. W. 29th Street**
**P.O. Box 82219**
**Oklahoma City, OK 73148-0219**

**Boyle-Midway, Inc.**
**South Avenue & Hale Street**
**Cranford, NJ 07016**

**Brighton Chemical Co.**
**385 Jersey Street**
**Staten Island, NY 10301**

**Brilliance Holdings, Ltd.**
**121 Customs St West**
**Auckland Central, NZ**

**Brulin and Co., Inc.**
**P.O. Box 270**
**Indianapolis, IN 46206**

**Buckingham Wax Co.**
**51-03 Van Dam Street**
**Long Island City, NY 11101**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Bunzl Corp.**
**256 Columbia Turnpike, Suite 212**
**Florham Park, NJ 07932-1298**

**Burke Supply Co.**
**Bldg. 293, Brooklyn Navy Yard**
**Brooklyn, NY 11205**

**Butcher Co.**
**120 Bartlett Street**
**Marlborough, MA 01752**

**Calgon Corp.**
**Commercial Division**
**7501 Page Avenue**
**St. Louis, MO 63166**

**Calgon Vestal Laboratories**
**5035 Manchester Avenue**
**Saint Louis, MO 63110**

**Capital Supply Co.**
**111 Eighth Avenue**
**New York, NY 10011**

**Cello Chemical Corp.**
**1354 Old Post Road**
**Havre de Grace, MD 21078**

**Chase Products Co.**
**P.O. Box 70**
**Maywood, IL 60153**

**Chem Creations, Inc.**
**260 Northern Blvd.**
**Great Neck, NY 11021**

**Chemical Products Co., Inc.**
**1213 Jackson Street**
**Omaha, NE 68102**

**Chemspec**
**3001 E. Madison Street**
**Baltimore, MD 21205**

**Chloral Group**
**171 Lombardy Street**
**Brooklyn, NY 11222**

**Church-Dwight Co.**
**Two Pennsylvania Plaza**
**New York, NY 10001**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Clean Environment Co., Inc.**
**P.O. Box 4444**
**Lincoln, NE 68504**

**Cleanmaster**
**6321 204 Street SW**
**Lynwood, WA 98036**

**Cleantronics, Inc.**
**P.O. Box 384**
**Princeton Junction, NJ 08550**

**Clearway, LLC.**
**414 Wilson Avenue**
**Newark, NJ 07105**

**Clift Industries, Inc.**
**P.O. Box 67153**
**Charlotte, NC 28226**

**Clorox Co.**
**1221 Broadway**
**Oakland, CA 94612**

**CMC Laboratories Co., Inc.**
**100 Varick Street**
**New York, NY 10014**

**Colgate-Palmolive Co.**
**300 Park Avenue**
**New York, NY 10022**

**Core Products Co.**
**401 Industrial Drive**
**Canton, TX 75103**

**CRC Industries, Inc.**
**885 Louis Dr.**
**Warminster, PA 18947**

**Cryotech Deicing Technology**
**6103 Orthoway**
**Fort Madison, IA 52627**

**Crystal Chemical Corp.**
**101-02 37th Avenue**
**Corona, NY 11368**

**Darm Incorporated**
**P.O. Box 0218**
**Baldwin, NY 11510**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Deb SBS, Inc.**
**1100 Highway 27 South**
**Stanley, NC 28164**

**Dial Corp.**
**1850 N. Central**
**Phoenix, AZ 85077**

**Diversey Wyandotte**
**400 Washington Street**
**Suite 301**
**Braintree, MA 02184**

**DL Group, Banite Inc.**
**47 East Market Street**
**Buffalo, NY 14204**

**DMS&D Associates, Inc.**
**20 Meridian Road**
**Eatontown, NJ 07724**

**Dow Chemical Co.**
**2030 Dow Center**
**Midland, MI 48674**

**Drackett Professional, S.C. Johnson & Son**
**1295 S.W. 4th Street**
**Delray Beach, FL 33444**

**Dymon Inc.**
**P.O. Box 6267**
**Kansas City, KS 66106**

**Dynasurf Chemical Corp.**
**1426 Fleet Street**
**Baltimore, MD 21231**

**E Global Solutions, Inc.**
**9-d Dunwood Road**
**Port Washington, NY 11050**

**Eagle Maintenance Supply, Inc.**
**80 Twinbridge Drive**
**Pennsauken, NJ 08110**

**Eagle Picher Co.**
**580 Walnut Street**
**Cincinnati, OH 45202**

**Easy Clean & Green**
**P.O. Box 323**
**Monmouth Beach, NJ 07750**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Ecolab, Inc.**
**370 Wabasha Street**
**St. Paul, MN 55102**

**EES, Inc.**
**127 Riverside Drive**
**Cartersville, GA 30120**

**EMS Brands Products**
**9242 Commerce Highway**
**Pennsauken, NJ 08110**

**Engelhard Minerals & Chemicals Corp.**
**Menlo Park**
**Edison, NJ 08817**

**Enterprise Chemical & Paper Corp.**
**35-03 29th Street**
**Long Island City, NY 11106**

**Envirochem, Inc.**
**317 St. Paul's Avenue**
**Jersey City, NJ 07306**

**Environmental Connections, Inc.**
**704 Plaza Blvd.**
**Kinston, NC 28501**

**EnviroSystems, Inc.**
**1754 Technology Drive**
**Suite 106**
**San Jose, CA 95110**

**EnvirOx LLC**
**P.O. Box 140**
**Georgetown, IL 61846**

**Enviro-Zyme, Inc.**
**Stormville Mountain Road**
**Stormville, NY 12582**

**Fine Organics Corp.**
**205 Main Street**
**Lodi, NJ 07644**

**Finished Surface System, Inc.**
**P.O. Box 569**
**Comstock Park, MI 49321**

**Fitzpatrick Bros., Inc.**
**625 North Sacramento Blvd.**
**Chicago, IL 60612**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Force Chemical, Inc.**
**449 Bayview Avenue**
**Cedarhurst, NY 11516**

**FPC Metro Corp.**
**168 Spruce Street**
**Westbury, NY 11590**

**Franklin Cleaning Technology**
**P.O. Box 214**
**Great Bend, KS 67530**

**Fresh Products, Inc.**
**4010 South Avenue**
**Toledo, OH 43615**

**Fuller Brush Co.**
**P.O. Box 729**
**Westport Addition**
**Great Bend, KS 67530**

**Gemtek Products**
**1118 E. Missouri Ave., Suite B-2**
**Phoenix, AZ 85014**

**Georgia-Pacific Corp.**
**133 Peachtree Street, N.E.**
**Atlanta, GA 30303**

**Geritrex Corp.**
**2 East Sanford Blvd.**
**Mount Vernon, NY 10550**

**Gilman Products Co.**
**P.O. Box 327 Riverview Mill**
**Wilton, NH 03086**

**Glenveigh Developments Ltd**
**PO Box 734**
**Lower Sackville, Nova Scotia**
**Canada B4C 3V3**

**GoJo Industries**
**P.O. Box 991**
**Akron, OH 44309**

**Grignard Co.**
**126 Passaic Street**
**Newark, NJ 07104**

**H. Behlen & Bro.**
**Route 30 North**
**Amsterdam, NY 12010**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Halbro Control Industries Inc.**
**2090 Route 110**
**Farmingdale, NY 11735**

**Harley Chemicals Div., Concord Chemical Co.**
**17th Federal Streets**
**Camden, NJ 08105**

**Heritage Enterprises**
**P.O. Box 4141**
**Bayonne, NJ 07002**

**Hillyard Chemical Co.**
**302 North 4th Street**
**St. Joseph, MO 64502**

**Hilti Construction, Inc.**
**5400 S. 122nd East Avenue**
**Tulsa, OK 74146**

**Hilton Head Laboratories**
**484 Brows Cove Road**
**Ridgeland, SC 29936**

**Hi-Point Peat Limited**
**P.O. Box 2535**
**Postal Station "M"**
**Calgary, Alberta**
**Canada T2P 2N6**

**Hysan Corp.**
**4309 S. Morgan Street**
**Chicago, IL 60609**

**Indco Inc.**
**N. Railroad & Essex Sts.**
**Gloucester City, NJ 08030**

**IRS Total Recycling Services**
**P.O. Box 931**
**Ridgefield, NJ 07657**

**ITW Devcon Environmental Systems**
**30 Endicott Street**
**Danvers, MA 01933**

**ITW Dymon**
**805 East Old 56 Hwy.**
**Olathe, KS 66061**

**J.I. Holcomb Manufacturing Co.**
**4415 Euclid Avenue**
**Cleveland, OH 44103**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**James Austin Co.**
**115 Downieville Road**
**Mars, PA 16046**

**Janimart Corp.**
**733 Ridgedale Ave.**
**East Hanover, NJ 07936**

**Jet-Aer Corp.**
**100 Sixth Avenue**
**Paterson, NJ 07524**

**John A Earl, Inc.**
**216-222 Union Street**
**Hackensack, NJ 07601**

**Johnson Wax Co., S.C. Johnson & Son, Inc.**
**1525 Howe Street**
**Racine, WI 53403**

**Kem Tech Industries**
**N8076 Maple Street**
**Ixonia, WI 53036**

**Key Chemicals, Inc.**
**4346 Tacony Street**
**Philadelphia, PA 19124**

**Kleenmaster Products Co.**
**291 Roymar Road**
**Oceanside, CA 92054**

**Kutol Products Co.**
**7650 Camargo Road**
**Cincinnati, OH 45243**

**Kwiat Trading Corp.**
**10155 Collins Avenue #403**
**Bal Harbour, FL 36154**

**Lever Industrial**
**CH 9542**
**Munchweilen, Switzerland**

**LSZ Inc.**
**30 Glenn Street, Suite 309**
**White Plains, NY 10603**

**Magnum Research Corp.**
**10-5 Drew Court**
**Ronkonkoma, NY 11779**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Magnus Chemical Division, Inc.**
**Ecolab Osborn Building**
**St. Paul, MN 55102**

**Magnuson Products Corp.**
**50 Court Street**
**Brooklyn, NY 11201**

**Malone Chemical, Inc.**
**130 Marion Avenue**
**Linden, NJ 07036**

**Marcal Paper Mills, Inc.**
**1 Market Street**
**Elmwood Park, NJ 07407**

**Masury Columbia Co.**
**2150 North 15th Avenue**
**Melrose Park, IL 60160**

**Meridian Petroleum**
**330 S. Wells Street**
**Chicago, IL 60606**

**Midco Products Co., Inc.**
**11697 Fairgrove Ind. Blvd.**
**St. Louis, MO 63043**

**Minuteman International, Inc.**
**600 Cardigan Road**
**Shoreview, MN 55126**

**Mione Manufacturing Co.**
**51 Democrat Road**
**Mickleton, NJ 08056**

**Mirandy Products, Ltd.**
**1078 Grand Avenue**
**South Hempstead, NY 11550**

**Misco International Chemicals, Inc.**
**115 Messner Drive**
**Wheeling, IL 60090**

**Misco Products Corp.**
**R.D. 9, Box 9155**
**Reading, PA 19605**

**Modern Research Corp.**
**431 Stephenson Highway**
**Troy, MI 48083**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**M-Oil-Free Co., Inc.**
**2060 Hartel Street**
**Levittown, PA 19057**

**Motsenbocker's Lift Off**
**P.O. Box 90947**
**San Diego, CA 92169**

**Multi-Development Enterprises**
**P.O. Box 2904**
**Plainfield, NJ 07062**

**National Chemical Laboratories of PA, Inc.**
**401 North Tenth Street**
**Philadelphia, PA 19123**

**National Chemsearch Div. of NCH Corp.**
**Box 152170**
**Irving, TX 75015**

**National Laboratories**
**225 Summit Avenue**
**Montvale, NJ 07645**

**National Milling & Chemical Co.**
**4601 Flat Rock Road**
**Philadelphia, PA 19127**

**NCH Corp.**
**Box 152170**
**Irving, TX 75015**

**Neutron Industries, Inc.**
**7103 N. Black Canyon Hwy**
**Phoenix, AZ 85021-7619**

**Nilodor, Inc.**
**1470 Industrial Parkway**
**Bolivar, OH 44612**

**Nu-Sheen Product**
**P.O. Box 426**
**Ottumwa, IA 52501**

**Octagon Process, Inc.**
**596 River Road**
**Edgewater, NJ 07020**

**Oil Dri Corp.**
**68-64 Yellowstone Boulevard**
**Forest Hills, NY 11375**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Oil-Away**
**2316 Oakhaven Drive**
**Duarte, CA 91010**

**Onox, Inc.**
**43132 Christy Street**
**Fremont, CA 94538**

**Orange Glo International**
**8765 Orchard Road, Suite #703**
**Englewood, CO 80111**

**Packard Industries, Inc.**
**7 Stow Road**
**Marlton, NJ 08053**

**Paper Enterprises Inc.**
**850 East 140th Street**
**Bronx, NY 10454**

**PCI of America**
**2701 Tower Oaks Boulevard**
**Suite 300**
**Rockville, MD 20852**

**Penetone Div., Amerace Corp.**
**74 Hudson Avenue**
**Tenafly, NJ 07670**

**Permatex Industrial Corp.**
**705 North Mountain Road**
**Newington, CT 06111**

**Polytech**
**2520 San Fernando Road**
**Los Angeles, CA 90085**

**Portion Pac Chemical Corp.**
**400 N. Ashland Avenue**
**Chicago, IL 60622**

**Positive Product Laboratories, Inc.**
**P.O. Box 281**
**Pleasantville, NY 10570**

**Prestige Laboratories**
**100 Oak Street**
**East Rutherford, NJ 07073**

**Priority Chemical Co., Inc.**
**725 River Road, P.O. Box 332**
**Edgewater, NJ 07020**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Proctor & Gamble**
**Ivorydale Technical Center**
**5299 Spring Grove Avenue**
**Cincinnati, OH 45217-1087**

**Pro-Kote Industries**
**5849 Okeechobee Blvd.**
**West Palm Beach, FL 33417**

**Purex Industrial**
**7300 Bolsa Ave.**
**Westminster, CA 92684-3800**

**Puritan/Churchill Chemical Co.**
**916 Ashby Street, NW**
**Atlanta, GA 30318**

**Q-Pak Corp.**
**2145 McCarter Highway**
**Newark, NJ 07104**

**Quick Chemical Co.**
**200 Winston Drive, Suite 2603**
**Cliffside Park, NJ 07010**

**Racine Industries, Inc.**
**1405 16th Street**
**Racine, WI 53403**

**Ram Enterprises, Inc.**
**3131 Stonebrook Circle**
**Memphis, TN 38116**

**Realneat Products**
**1475 East 222nd Street**
**Bronx, NY 10469**

**Restoro Polish Co.**
**53 Conrad Drive**
**Karo, PA 16046**

**Rochester Midland Corp.**
**135 West Central Blvd.**
**Palisades Park, NJ 07650**

**Roman Adhesives, Inc.**
**824 State Street**
**Calumet City, IL 60609**

**Russall Products Co., Inc.**
**1719 W. Farms Rd.**
**Bronx, NY 10460**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**S.C. Johnson & Son**
**1525 Howe Street**
**Racine, WI 53403-5011**

**Sani Fresh International, Scott Paper Co.**
**4702 Goldfield**
**San Antonio, TX 78218**

**Sanitary Soap Co., Inc.**
**104 Railroad Avenue**
**Paterson, NJ 07501**

**Sanolite Chemical Corp.**
**3449 Ft. Hamilton Parkway**
**Brooklyn, NY 11218**

**Scot Laboratories**
**16841 Park Circle Drive**
**Chagrin Falls, OH 44023**

**Selig Chemical Industries**
**840 Selig Drive, S.W.**
**Atlanta, GA 30336**

**Shaklee Corp.**
**444 Market Street**
**San Francisco, CA 94111**

**Solar Care, Inc.**
**115 Research Drive**
**Bethlehem, PA 18015**

**Spartan Chemical Co., Inc.**
**110 N. Westwood Avenue**
**Toledo, OH 43607**

**Spectrum Brands, Inc.**
**2150 Schuetz Road**
**St. Louis, MO 63146**

**Sprayon Products, Sherwin-Williams Co.**
**6830 Cochran Road**
**Solon, OH 44139**

**Spruce Industries**
**636 South Avenue**
**Garwood, NJ 07027**

**Sterling Sanitary Supply Corp.**
**32-32 57th Street**
**Woodside, NY 11377**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Stockhausen, Inc.**
**2401 Doyle Street**
**Greensboro, NC 27406**

**Stuart Ironsides**
**7575 Plaza Court**
**Willowbrook, IL 60521**

**Sud-Chemie Absorbents, Inc.**
**31670 GA Hwy**
**South Meigs, GA 31765**

**Sunshine Makers, Inc.**
**16771 Pacific Coast Highway**
**Sunset Beach, CA 90742**

**SWI International**
**487 Division St.**
**Boonton, NJ 07005**

**Tennant Co.**
**701 N. Little Drive**
**Minneapolis, MN 55422**

**Texo Corp.**
**2801 Highland Ave.**
**Cincinnati, OH 45212**

**Top Guard Products**
**76 Grand Avenue**
**Brooklyn, NY 11205**

**Triple S**
**2 Executive Park Drive**
**Billerica, MA 01862**

**Turtle Wax, Inc.**
**5655 West 73rd Street**
**Chicago, Illinois 60638-6211**

**Twi-Laq Industries, Inc.**
**76 Grand Avenue**
**Brooklyn, NY 11205**

**U.S. Borax Co.**
**3075 Wilshire Boulevard**
**Los Angeles, CA 90010**

**Ultra One Corp.**
**Edgewater Industrial Park**
**112 East Avenue**
**Hackettstown, NJ 07840**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Uncle Sam Chemical Co.**
**573-575 West 131st St.**
**New York, NY 10027**

**Uniflo Resources, Inc.**
**19 Kimberly**
**Wayside, NJ 07712**

**United Laboratories, Inc.**
**320 37th Avenue**
**St. Charles, IL 60174**

**VIC Industries Corp.**
**231 E Emory Road**
**Powell, TN 37849**

**Visual Pollution Tech, Inc.**
**P.O. Box 12833**
**Scottsdale, AZ 85267**

**W.B. McVicker Co.**
**243 44th Street**
**Brooklyn, NY 11232**

**Walton March Inc.**
**1620 Old Deerfield Road**
**Highland Park, IL 60035**

**Waverly Minerals, Inc.**
**31670 GA Hwy 3 South**
**Meigs, GA 31765**

**Westford Chemical Corp.**
**P.O. Box 798**
**Westford, Massachusetts 01886**

**Wisconsin Pharmacal Co.**
**1 Repel Road**
**P.O. Box 198**
**Jackson, WI 53037**

**Wyandotte Chemicals Co.**
**1609 Biddle St.**
**Wyandotte, MI 48192**

**Yonar Labs**
**6615 Tributary Street**
**Baltimore, MD 21224**

**Zep Commercial**
**Enforcer Products Inc.**
**P.O. Box 1060**
**Cartersville, GA 30120**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**ZEP Manufacturing Co.**
**10 Fadem Road**
**P.O. Box 299**
**Springfield, NJ 07081**

# INDEX


| PRODUCT | CATEGORY |
|---|---|
| 010 HAND CLEANER | 36 |
| 099 GLASS CLEANER | 72E |
| 10:1 RUG SHAMPOO | 12 |
| 20/20 VISION | 28 |
| 3M BRAND BATHROOM CLEANER CONCENTRATE | 72A |
| 3M BRAND DEODERIZER – FRESH SCENT CONCENTRATE | 21A |
| 3M BRAND GENERAL PURPOSE CLEANER CONCENTRATE | 73B |
| 3M GLASS CLEANER CONCENTRATE | 72B, 72E |
| 3M BRAND NEUTRAL CLEANER CONCENTRATE | 73B |
| 3M BRAND SPEED STRIPPER CONCENTRATE | 73B |
| 3M DESK & OFFICE CLEANER | 43 |
| 3M NEUTRAL QUAT DISINFECTANT CLEANER | 21A, 73B |
| 3M QUAT DISINFECTANT CLEANER | 21A, 73B |
| 3M TWIST & FILL GLASS CLEANER | 72E |
| 3M TWIST & FILL NEUTRAL CLEANER | 73B |
| 4OUR BROWN SPOT & STAIN REMOVER | 61B |
| 520 SPRAY WAX | 8 |
| 5IVE RUST AWAY | 61B |
| 61X TURBO CLEANER COFFEE REMOVER & PRE-SPRAY | 61B |
| A-33 | 21A |
| A-33 DRY | 21A |
| A-BEN-A-QUI | 22A |
| ABSOLUTE | 21A |
| ACTIVATOR 5000 | 26B |
| AIRKEM A-3 | 21A |
| AIRKEM FOAM TEX | 12 |
| AIRKEM GOLD LABEL SOLIDAIRE | 45 |
| AJAX ALL PURPOSE CLEANER (Non-Phosphate) | 21A |
| AJAX CLEANSER WITH BLEACH | 71B |
| ALCARE FOAMED ALCOHOL | 33 |
| ALCOHOL CLEANER | 72B |
| ALL PURPOSE CLEANER | 22A, 74 |
| ALL PURPOSE CLEANER 201 | 22A |
| ALL PURPOSE FLOOR ABSORBENT | 32 |
| AMWAY FLOOR POLISH | 28 |
| AMWAY FLOOR WAX | 28 |
| ANILEATOR INSECT REPELLENT | 42 |
| ANTI MICROBIAL PINK LOTION SOAP | 36 |
| APTCO ALL PURPOSE CLEANER | 22A |
| APTCO STRIPPER | 29A |
| APTCO SUPERIOR HAND CLEANER W/LANOLIN | 38B |
| APTCO TOUCHDOWN FLOOR FINISH | 28 |
| APTCO WINDOW CLEANER | 72A |
| AQUA-SAFE | 72A |
| AQUATOC | 45 |
| AQUAZYME | 45 |
| AQUINOC | 45 |
| ARCTIC KLEEN FREEZER CLEANER | 22A |
| ARMOR 413 COIL CLEANER | 13 |
| ARMOR ALL CLEANER / DEGREASER | 18A, 29A, 72A |

| PRODUCT | CATEGORY |
|---|---|
| ARMOR ALL PROTECTANT | 9A, 9B |
| ASEPTICARE | 21A |
| ASTOR SAFETY NON-ACID BOWL CLEANER | 66B |
| AUSTIN A-1 BLEACH | 21B |
| AWARD FURNITURE POLISH | 31A |
| BAB-O-CLEANSER | 71B |
| BACTI-CHEM DETERGENT DISINFECTANT CLEANER | 21A |
| BANISH | 74 |
| BANISH-IT "Q" | 21A |
| BAN-ZYME LIQUID | 26B |
| BARCROBE | 21A |
| BARRIER PLEXIGLASS CLEANER | 72E |
| BASIC H | 22A |
| BATH GUARD | 66B |
| BATH MATE ACID-FREE WASHROOM CLEANER | 66B |
| BEACON BLEACH | 21B |
| BEESWAX FURNITURE POLISH | 31A |
| BELIEVE IT | 12 |
| BELLWETHER WINDSHIELD WASHER | 72B |
| BIG D D'VOUR | 45 |
| BIG D URINAL BLOCK WITH ENZYM (Non-Para) | 66B |
| BIG EASY NON-BUTYL DEGREASER CLEANER | 22A |
| BIO BARRIER PINE D | 21A |
| BIO SOLVE | 70 |
| BIOREM-2000 SURFACE CLEANER | 22B |
| BLUE LABEL | 39 |
| BLUE PEARL | 22A |
| BLUE SKY GLASS CLEANER | 72E |
| BLUE STRIP | 29A |
| BOL MAID TOILET CLEANER | 66B |
| BORA-SOLV | 38B |
| BORAXO | 38A |
| BOWL PAC 532 TOILET BOWL & BATHROOM CLEANER | 66B |
| BOWLAWAY BOWL & BATHROOM CLEANER | 66B |
| BRAVO EXTRA HEAVY DUTY STRIPPER | 29A, 73B |
| BREAK-THRU RE-EMULSIFIER | 29A |
| BRILLIANCE STAINLESS STEEL WIPES | 65A |
| BRITEC BLUE MIST | 45 |
| BRITEC TUFF QUAT 301 | 21A |
| BROWN METAL POLISH 505 | 43 |
| BUG BAND INSECT REPELLENT TOWELETTES (w/o DEET) | 42 |
| BUG BARRIER II (6 oz. Spray Can) | 42 |
| BUSINESS TO BUSINESS SOLUTIONS MULTISURFACE CLEANER | 70 |
| BUST RUST | 31B |
| C-58 UNIVERSAL CARPET CLEANER | 12 |
| CA-348 | 71B |
| CALCIUM CHLORIDE PELLETS 90 | 53B |
| CALCLEAN | 13 |
| CAR WASH | 9A |
| CAREFREE | 28 |

| PRODUCT | CATEGORY |
|---|---|
| CAREFREE MILD BOWL & PORCELAIN CLEANER/DISINFECTANT | 66B |
| CAREFREE SHOWTIME SUPERIOR GLOSS SPRAY CLEANER | 62 |
| CARPET & UPHOLSTERY SHAMPOO | 12 |
| CARPET DETERGENT | 12 |
| CARPET STEAM EXTRACTOR CLEANER | 12 |
| CELLO LIQUID HAND SOAP CLEANER #78 | 36 |
| CELLO SLEEK STAINLESS STEEL CLEANER | 65A |
| CELLO SPRAY BUFF | 62 |
| CHAMPION BASEBOARD CLEANER & FLOOR STRIPPER | 29A |
| CHAMPION LEMON FURNITURE POLISH | 31A |
| CHARGE BOWL CLEANER | 66B |
| CHEM FLOOR FINISH | 28 |
| CHEM WAX STRIPPER | 29A |
| CHEM-AQUA COIL CLEANER | 13 |
| CHERRY BLOSSOM DEODORIZER & CLEANER | 45 |
| CHEWING GUM REMOVER | 12 |
| CITRI-CLEAN CITRUS CLEANER/DEGREASER | 22A |
| CITRIKLEEN HD-RTU | 14 |
| CLEAN ON THE GO DAMP MOP | 29A |
| CLEAN ON THE GO ECO DEGREASER | 18A |
| CLEAN ON THE GO hdqC 2 | 21A |
| CLEAN ON THE GO NABC CONCENTRATE 1 | 21A |
| CLEAN ON THE GO SMOKE & ODOR ELIMINATOR | 45 |
| CLEAN ON THE GO CONCENTRATED GLASS & HARD SURFACE CLEANER | 72B |
| CLEAN ON THE GO XTRACTION II | 12 |
| CLEAN SCRUB | 22A |
| CLEAN SWEEP | 32 |
| CLEANER SPRAY BUFF | 62 |
| CLEAR SPRAY BUFF | 28 |
| CLEARWAY 1 | 53A |
| CLINGING LIMEAWAY | 74 |
| CMC #100 DETERGENT & WAX STRIPPER | 22A |
| COCONUT OIL HAND SOAP | 37 |
| COMMANDER | 28 |
| COMPLETE | 28 |
| COMPOUND 1101 | 70 |
| CONCENTRATED FLOOR CLEANER | 29A |
| CONCENTRATED WINDOW CLEANER | 72B |
| CONQUEST W/PINE | 21A |
| CON-SAL | 71B |
| CONSUME ECO-LYZER | 21A |
| CONSUME MICRO-MUSCEL | 29A |
| CORMATIC ANTISEPTIC HAND SOAP | 36 |
| CORMATIC FOOD PROCESSING HAND WASH | 36 |
| CORMATIC FROST LEMON SOAP | 36 |
| CORMATIC MIGHTI SCRUB HAND SOAP | 36 |
| CORMATIC PINK PEARL HAND SOAP | 36 |
| CORMATIC WINTER MINT | 45 |
| CORNERSTONE FLOOR SEALER FINISH | 28 |
| CQ-832 | 22A |

| PRODUCT | CATEGORY |
|---|---|
| CREW TUB & TILE CLEANER FOR SOLUTION CENTER | 66B |
| CRYOTECH NAAC DEICER | 53A |
| CUTTER ADVANCED | 42 |
| CUTTER BACKWOODS REPELLENT (Pump Spray) | 42 |
| CUTTER OUTDOORSMEN POCKET SIZE INSECT REPELLENT LOTION | 42 |
| CYCLE – DEGREASE | 22A |
| DAMP MOP | 22A |
| DART | 22A |
| DEEP GLOSS | 65A |
| DE-FENSE | 29B |
| DE-ICER 821 | 53 |
| DEPOT PAC 5 AIR FRESH-ODOR COUNTERACTANT | 21A |
| DERMA MAX ANTIMICROBIAL SKIN CLEANER | 36 |
| DERMA MAX INSTANT SKIN SANITIZER | 36 |
| DERMA PLUS | 57 |
| DERMA PRO LOTION SOAP | 36 |
| DERMA SHIELD | 57 |
| DISINFECTANT RESTROOM CLEANER | 66B |
| DO-ALL #18 | 18A, 22A |
| DRAIN BUG | 26B |
| DRI-WHITE | 32 |
| DRI-ZORB | 32 |
| DRY FOAM RUG SHAMPOO | 12 |
| DUZ-ALL FORMULA 77 | 18A |
| EARL'S 25% SOLIDS FLOOR FINISH | 28 |
| EARL'S 20% SOLIDS FLOOR FINISH | 28 |
| EARL'S 4000A (SCRUBBABLE) | 28 |
| EARL'S DUSTING, CLEANING, WAXING & POLISH | 31A |
| EASY LAY FLOOR FINISH | 28 |
| EASY PAKS NEUTRAL CLEANER | 29A |
| EASY TASK RESTORER SPRAY BUFF | 62 |
| ECO-CLEAN | 70 |
| ECO-PHASE HEAVY DUTY CLEANER/DEGREASER CONCENTRATE | 72A |
| ECOTRU PROFESSIONAL | 21A |
| ELITE PROFESSIONAL BLEACH | 21B |
| EMULSIFY | 74 |
| ENCO ALUMINUM | 7 |
| ENCO FORMULA NO. 200 | 29A |
| ENCO FORMULA 'A' | 72A |
| ENCO P.C. CLEANER | 22A |
| ENCO SUPREME B RBR | 28 |
| ENCO TYPHOON CLEANER | 29A |
| ENSURE | 28 |
| ENVIRO-ZYME GT | 26B |
| ENZY SUPER | 26B |
| ENZYMATIC-DRAIN CLEANER | 26B |
| EPICARE LOTION SOAP | 37 |
| ERASE | 45 |
| EXADERM AEROSOL | 57C |
| EXCEL | 29B |

| PRODUCT | CATEGORY |
|---|---|
| F-100 | 71 |
| FAST TRACK ULTRA WEAR FLOOR FINISH | 62 |
| FASTEX B4 HAND BARRIER CLEANER | 57 |
| FIBERFORCE PRO SPOTTER | 12 |
| FIBERFORCE STEAM AWAY | 12 |
| FILMEX | 9A |
| FILTER PLUS SPRAY | 13 |
| FIRST CLASS FURNITURE POLISH | 31A |
| FLOOR CLEANER 2000 PLUS | 29A |
| FLOOR CORPS pH NEUTRAL CLEANER | 22A |
| FLOOR DRY | 32 |
| FLOORTASTIC | 28 |
| FO 1165 | 70 |
| FO 302 CR | 4 |
| FO 3024-SV | 73A |
| FO 449 | 73B |
| FO 479 F | 73A |
| FO 933 TUNNEL WASH | 70 |
| FO 976 TA BUSWASH | 9A, 63, 73B |
| FO 980A | 9A, 63, 73B |
| FORMULA 72 - BOWL CLEANER | 66B |
| FORMULA 86 - 15% HANDSOAP | 36 |
| FORMULA 87 - LOTIONIZED SOAP | 36 |
| FORWARD DC | 21A |
| FRESH & CLEAR | 21A |
| FULL STRIP | 29A |
| G.C. STRIPPER | 29A |
| GC 101 HEAVY DUTY GLASS CLEANER | 72B |
| GENTLE GIANT | 38B |
| GG-80 GRAFFITI REMOVER | 31B |
| GL CS 91284 LOTION HAND SOAP | 37 |
| GL CS SPRINGTIME NEUTRAL ALL PURPOSE CLEANER | 22A |
| GLANCE RTU | 72 |
| GLASS CLEANER | 72B |
| GLASS KARE | 72B |
| GLIDE | 8 |
| GLORY | 12 |
| GLOSS RETENTION FLOOR FINISH | 28 |
| G-O-E-S | 22A |
| GOJO LOTION CREAM SOAP | 33 |
| GOLD LABEL | 45 |
| GRAFFITI PRO-TECTION PLUS | 31B |
| GREASE AWAY | 26A |
| GREEN LABEL LIQUID | 45 |
| GREEN SUBMARINE CLEANER | 22A |
| GRIGNARD TUNNEL TILE WASH WINTER GRADE | 70 |
| GRIMEFYTER | 22A |
| GRIME-GO | 22A |
| GRL | 22A |
| GS-A 6711 | 18A |

| PRODUCT | CATEGORY |
|---|---|
| GUARDIAN ACCLAIM | 74 |
| GUARDIAN MAGNUM | 74 |
| GUARDSMAN INSTITUTIONAL POLISH | 31A |
| H2 ORANGE 2 CONCENTRATE 117 | 22A |
| H2 ORANGE 2 PRODUCTS ALL DILUTIONS | 22A |
| H2 ORANGE 2 SUPER CONCENTRATE 112 | 22A |
| HAMMER | 18A |
| HAND CLEANER, ANTISEPTIC | 36 |
| HARCO 37% COCONUT | 36 |
| HARCO CAR WASH | 9B |
| HARCO IN DEPTH RUG SHAMPOO | 12 |
| HARLEY CREAM MEDIC | 33 |
| HEAVY DUTY DEGREASER AEROSOL, 3095 | 18A |
| HEAVY DUTY PINK CAR WASH | 9B |
| HEAVY DUTY STRIPPER | 29A |
| HI-DRI FLOOR ABSORBENT | 32 |
| HI-GENIC | 66B |
| HOST & PREP | 61B |
| HOST & SPOT REMOVER FOR CARPET | 61B |
| HOST DRY CARPET CLEANER | 61B |
| HTP | 32 |
| HURRISAFE 8035 | 5 |
| HYDROFORCE BUTYL-FREE ALL PURPOSE CLEANER/DEGREASER | 70 |
| HYDROXI PRO CLEANING WIPES | 71C |
| HYSHINE-TIFFANY STAINLESS STEELCLEANER | 65A |
| INDUSTRIAL CREAMEDIC | 37 |
| INSTANT DRY | 74 |
| INSTANT MILDEW REMOVER/BATHROOM CLEANER | 29A |
| IODEX | 74 |
| IODINE SANITIZER | 74 |
| ISOPROPYL ALCOHOL | 21A |
| IT'S OK GREEN | 72A |
| JAWS SC | 22B |
| JET DRY | 74 |
| JON Q. PUBLIK | 66B |
| JOY DISHWASHING DETERGENT | 74 |
| JUST RIGHT | 72A |
| J - WAX 100 | 70 |
| J - WAX BELIEVE TRAFFIC FILM REMOVER | 9A, 63 |
| K.P.C. PLASTIC SPEED CLEANER | 22A |
| K99 | 22A |
| KEY-CHEM 06562P | 70 |
| KEY-CHEM 539 | 70 |
| KICK | 31B |
| KLEANSAL | 72A |
| KLEEN SWEEP | 32A |
| KLEENMASTER BRILLIANIZE | 21A |
| KLEER 'N BRITE | 74 |
| KRESTO EF | 37 |
| KROME-KOTE | 28 |

| PRODUCT | CATEGORY |
|---|---|
| LANCE | 72B |
| LAN-O-KLEEN PLUS | 38A |
| LEADISOLV | 20A |
| LEGENDARY | 28 |
| LEMON FREE RINSE CLEANER | 22A |
| LEMON SPEEDWAX | 31A |
| LESSWORK DETERGENT | 29A, 72A |
| LIGHTNING BLEND GLASS CLEANER F4510 | 72B |
| LIGHTNING DEGREASER | 18A |
| LIGHTNING STEAM-AWAY CLEANER | 24A |
| LIME-AWAY ACIDIC CLEANER | 43 |
| LIQUICK UNIVERSAL | 19 |
| LIQUID HAND SOAP | 36 |
| LITHOFIN PSI-PREMIUM SILICON IMPREGNATOR | 28 |
| LONG LIFE SURFACE REFUVENATOR | 31A |
| LOOK GLASS CLEANER | 72E |
| LOW & BEHOLD | 62 |
| LOW FOAM EXTRACTION CLEANER | 12, 29A |
| LS-2000 | 28 |
| LTS LOTION SOAP | 36 |
| LURON LOTION HAND CLEANSER | 36 |
| LUROSOOTHE LOTION MOISTURIZING HANDCREAM | 57B |
| LYSOL BRAND DISINFECTANT | 21A |
| M-1 | 38B |
| MAGIC SORB | 32 |
| MAGNUS WATERLESS HAND CLEANER | 39 |
| MAINTENANCE PRO DEFOAMER | 12 |
| MALONE FORMULA #98 | 18A |
| MALONE NO. 76 | 21A |
| MALONE NO. 81 | 21A |
| MAR SEAL | 28 |
| MASTERPIECE HIGH GLOSS FLOOR FINISH | 28 |
| MC 800 SO-SAFE LIQUID GRAFFITI | 31 |
| MC 850 SO-SAFE SPRAYABLE GEL GRAFFITI REMOVER | 31 |
| MEDALLION METAL POLISH | 43 |
| MEGAPOWER REDI-KLEEN #12 | 73B |
| METALO STAINLESS STEEL CLEANER | 65A |
| MICROCIDE ALPHA | 21A |
| MIGHTY SCRUB | 36 |
| MIKROKLEEN | 74 |
| MINT BOWL CLEANER | 66B |
| MIST & BUFF | 62 |
| MISTY ALL PURPOSE CLEANER | 22A |
| MISTY INSECT REPELLENT II | 42 |
| MISTY MULTIPURPOSE CLEANER & POLISH UVX | 43 |
| MISTY SPRAY CLEANER & POLISH | 43 |
| MOD ORANGE | 18A |
| MODIFIED ONE-STEP SPRAY POWER | 29A |
| M-OIL-FREE #1000 | 13 |
| MOP & BUFF FLOOR RESTORER | 62 |

| PRODUCT | CATEGORY |
|---|---|
| MOP PAC LITE 4 1804 NEUTRAL FLOOR CLEANER | 29A |
| MOP PAC LITE S4 1804 NEUTRAL FLOOR CLEANER | 29A |
| MOTSENBOCKER'S LIFT OFF #3 | 31B |
| MOTSENBOCKER'S LIFT OFF #4 SPRAY PAINT GRAFFITI REMOVER | 31B |
| MULTI PURPOSE CLEANER | 22A |
| MULTI-CLEAN ODOR OUT | 45 |
| NABC (NON-ACID DISINFECTANT BATHROOM CLEANER) | 66B |
| NAD-75 | 29A |
| NAMICO J-100 | 71B |
| NATURAL BEAUTY HARD SURFACE CLEANER | 22A |
| NATURAL BLUE | 18A |
| NATURE'S SOLUTION BIO-ENZYMATIC DEODERIZER SPOTTER DIGESTER | 12 |
| NAVITONE | 31B |
| NEET | 74 |
| NEUTRA--KLEEN DEODORIZING NEUTRAL CLEANER | 72A |
| NEUTRAL FLOOR CLEANER | 22A |
| NEUTRO JEL 110R | 22A |
| NEVER RINSE | 22A |
| NI-712 ORANGE AND STRAWBERRY | 21A |
| NILIUM WATER SOLUBLE DEODORIZER | 45 |
| NON-ACID BOWL CLEANER | 66B |
| NOXON | 43 |
| NU-SHEEN | 44, 65A |
| NU-VIEW NEUTRAL CLEANER | 22A |
| OCLANSORB | 32 |
| OCTAMELT | 53A |
| OD-ABII | 19 |
| OFF DEEP WOODS | 42 |
| OFF GRAFFITI REMOVER | 31B |
| OIL-AWAY | 18A |
| OIL DRY | 32 |
| ON & OFF BASEBOARD CLEANER | 29A |
| ON AN'ON | 28 |
| ONOX HAND CREAM | 57B |
| OPTICALLY ENERGIZED NEUTRAL PH DETERGENT | 21A |
| OXI CLEAN | 70 |
| OZ CREAM POLISH | 43 |
| PALMETTO | 36 |
| PAX-LANO-SAV | 38A |
| PAX-SOLV | 39 |
| PDQ | 22A |
| PEAT SORB OIL ABSORBENT | 32 |
| PENBLAST 316M | 73A |
| PENETONE 155 | 9A, 13, 63 |
| PENETONE HAND CLEANER | 37 |
| PERMA SHIELD (ENSEEL ACRYLIC SEALER & UNDER COATER) | 28 |
| PERMA SHINE (BRITE EYES WET LOOK PREMIUM GRADE FLOOR FINISH) | 28 |
| PERMAG #40 | 71B |
| PHOENIX CRYSTAL GLASS CLEANER | 72B |
| PINE #3 | 21A |

| PRODUCT | CATEGORY |
|---|---|
| PINE GOLD | 22A |
| PINE ODOR DISINFECTANT | 21A |
| PINE SOL BROAD SPECTRUM FORMULA | 21A |
| PINK LOTION HAND SOAP | 37 |
| PINK LOTION SOAP | 36 |
| PINK LOTION SOAP/CAPCO COCONUT LIQUID HAND SOAP | 36 |
| PINK VELVET HAND SOAP | 36 |
| PLAZA | 28 |
| PLEDGE | 31A |
| PLEX-I-GUARD AEROSOL | 72E |
| PLEXI-I GUARD LIQUID | 72B |
| PLUS 5 | 12 |
| PORT TUNNEL CLEANER | 70 |
| POT LUCK | 74 |
| POUR & SWEEP | 18B |
| POWER GOLD HAND CLEANER W/CRUSHABLES | 36 |
| POWERTONE | 29A, 65A |
| PRIME TIME | 29A, 72A |
| PRO SHINE | 72E |
| PROFESSIONAL CARPET SHAMPOO | 12 |
| PROFESSIONAL SPOT PREP | 61B |
| PROFOUND | 12 |
| PROLONG | 53C |
| PROTECTIVE CREAM 411 | 57 |
| PS 3200, PART #3111 | 32 |
| PURITINE | 71B |
| QUAT #2 | 21A |
| QUICK FILL 310 | 21A |
| QUICK FILL 930 | 21A |
| QUICK QLEEN #2 A/C CLEANER | 13 |
| QUICK QLEEN #2 INTERIOR CAR CLEANER | 73B |
| QUICK TUNNEL WASH | 70 |
| RAM ALL PURPOSE CLEANER | 22A |
| RELKEM 99 | 22A |
| RENU (RENU READY TO USE SPRAY BUFF EMULSION) | 62 |
| RE-NU CONCENTRATED CARPET SHAMPOO | 12 |
| REPEL "SPORTSMEN" INSECT BLOCK 29 (Spray Can) | 42 |
| RESTORO POLISH 00 SMOKE | 43 |
| REVITALIZE 101 PRESPRAY/BONNET DETERGENT | 61B |
| REVITALIZE 201 EXTRACTION DETERGENT | 12 |
| REVITALIZE 31 BEVERAGE SPOTTER | 61B |
| REWARD | 74 |
| RICHFOAM LIQUID HAND SOAP | 36 |
| RID-O-GERM PINE OIL DISINFECTANT NO. 5 | 21A |
| RINSE DRY | 74 |
| RINSE IT SP-4 | 74 |
| RMS-16 | 9A |
| RMS-36 | 63 |
| ROUND-UP SUPER CONCENTRATE | 12 |
| ROYAL BUFF | 28 |

| PRODUCT | CATEGORY |
|---|---|
| ROYAL ENCOUNTERS | 62 |
| ROYAL FLUSH | 22A |
| ROYAL TREATMENT | 28 |
| RT6 | 22A |
| RUG & CARPET SHAMPOO | 12 |
| RUG & UPHOLSTERY SHAMPOO | 12 |
| RUG ED CARPET SHAMPOO | 12 |
| RUG SHAMPOO CONCENTRATE | 12 |
| RUGBEE CARPET & ROOM DEODERIZER | 45 |
| RUGBEE ENZYME SPOTTER | 61B |
| RUGBEE EXTRACTION PLUS CLEANER | 12 |
| RUGBEE FOAM SHAMPOO | 12 |
| RUGBEE SOLVENT SPOTTER | 61B |
| RUGBEE TANNIN TREATMENT & DEBROWNER | 12 |
| RUG-EEZE | 12 |
| SANIGIZER | 36 |
| SANIKLEEN | 21A |
| SANISCREEN WITH CLEANER BLOCK | 21 |
| SANO-CHLOR | 74 |
| SASSAFRAS ALL PURPOSE CLEANER | 22A |
| SBS-30 WATERLESS SKIN CLEANER | 39 |
| SBS-46 | 57 |
| SBS-61 | 37 |
| SC-1000 | 70 |
| SCRUB | 29A |
| SEE KLEAR GLASS CONCENTRATE CLEANER | 72B |
| SEE-THRU WINDOW CLEANER | 72B |
| SEVENTY 7 | 22A |
| SHIMMER | 65A |
| SHINELINE MULTI SURFACE CLEANER | 70 |
| SILKY FURNITURE AND EQUIPMENT POLISH | 31A |
| SILVER KLEEN SS | 74 |
| SILVER POLISH | 74 |
| SIMPLE GREEN | 18A, 31B |
| SIMPLY ROYAL | 22A |
| SLIMLINE PINK PEARL LOTION HAND CLEANER | 37 |
| SNAPBACK | 62 |
| SOFT TOUCH HAND SOAP | 36 |
| SOIL RELEASE #58 PRE SPRAY | 61B |
| SOIL SCREEN GERMICIDAL DISINFECTANT | 21A |
| SOIL SCREEN ALL PURPOSE NEUTRAL FLOOR CLEANER | 29A |
| SOILAX | 74 |
| SOILAX SPRAY CLEANER | 72E |
| SOLAR GUARD SUNSCREEN TOWEL | 57A |
| SOLID POWER | 74 |
| SOLID POWER PLUS | 74 |
| SOLID SPOT FREE | 74 |
| SOLIDAIRE GOLD LABEL (SOLID) | 45 |
| SOLIDAIRE RED LABEL (SOLID GEL) | 45 |
| SOLITAIRE | 74 |

| PRODUCT | CATEGORY |
|---|---|
| SOLS-SPEEDI DRY | 32 |
| SOLVENT CLEANER & DEGREASER | 18A |
| SON OF SUPER BRUTE PLUS | 70 |
| SPARKLE | 72B |
| SPECIAL CASTILE SOAP | 36 |
| SPEEDBALL HEAVY DUTY SPRAY CLEANER | 22A |
| SPIT SHINE ULTRA HIGH SPEED KLEEN & BURNISH | 28, 62 |
| SPRAY BUFF | 62 |
| SPRAY IT CLEAN | 22A |
| SPRAY N' BUFF CARPET CLEANER | 12 |
| SPRAY N' FRESH | 45 |
| SPRAY N' SHINE GLASS CLEANER | 72B |
| SPRINT | 28 |
| SPRUCE POWER X | 18A |
| SQUARE ONE | 29A |
| SSS COMMANDAIRE MICRO AEROSOL REFILLS | 21A |
| SSS GLASS CLEANER | 72B |
| SSS HEAVY DUTY CLEANER | 22A |
| SSS NON-ACID BOWL CLEANER | 66B |
| STAIN-EX | 61B |
| STEAM PAC 7 1207 | 12 |
| STEAM SOFT | 24A |
| STEP OFF | 29A |
| STERIGENT | 72A |
| STONE MEDIC MARBLE POLISHING COMPOUND | 28 |
| STONE-GLO MARBLE/TERRAZZO CLEANING CONCENTRATE | 22A |
| STRENGTH | 63 |
| STRIDE READY-TO-USE | 22A |
| STRIPPIT | 29A |
| SUN SENSE SPF-15 TOWELETTE | 57A |
| SUNBATH DEODERIZING CLEANER | 22A |
| SUNDANCE FLOOR CLEANER | 29A |
| SUN-GLO ACRYLIC FLOOR SEALER | 29B |
| SUN-GLO BASE STRIP | 29A |
| SUN-GLO CITRUS ALL CLEANER | 22A |
| SUN-GLO C-THRU WINDOW CLEANER | 72B |
| SUN-GLO EVERLAST HI-SPEED FLOOR FINISH | 28 |
| SUN-GLO FLOOR RESTORER | 62 |
| SUN-GLO GUM OFF | 12 |
| SUN-GLO HEAVY DUTY DEGREASER | 22A |
| SUN-GLO HOT STRIPPER | 29A |
| SUN-GLO MINT BOWL CLEANER | 66B |
| SUN-GLO PROMISE FLOOR FINISH | 28 |
| SUN-GLO WELSITE TILE & FLOOR CLEANING CONCENTRATE | 72A |
| SUNNY-SIDE | 28 |
| SUPER CONCENTRATE PROTECTIVE SOIL REMOVER | 70 |
| SUPER GLOSS FLOOR FINISH #23 | 28 |
| SUPER GUARD | 30 |
| SUPER POLYMER FLOOR FINISH | 28 |
| SUPER SAVER | 74 |

| PRODUCT | CATEGORY |
|---|---|
| SUPER STRIP II | 29A |
| SUPER WASH INDUSTRIAL GREASE BUSTER | 70 |
| SUPERIOR ODOR CONTROL | 45 |
| SUPER-SORB INSTANT LIQUID & VOMIT ABSORBENT | 19 |
| SURFACIDE 6 | 21A |
| SW 1000 | 18A |
| SWELL STAINLESS STEEL CLEANER | 65A |
| SWIFFER ADVANCED CLEANER | 22A |
| SWIFFER ADVANCED OR WOOD CLEANER | 22A |
| SWIFFER MOISTENED FLOOR WIPES | 22A |
| SWIFFER WOOD CLEANER | 22A |
| SYNCO | 22A |
| SYNTHRO 26 RUG SHAMPOO | 12 |
| T.M.T. - L | 22A |
| TASKI SANIFRESH | 21A |
| TETROX | 74 |
| THE CLEANER | 26B |
| THE NATURAL ALL PURPOSE MULTI-SURFACE CLEANER | 71C |
| THE NATURAL BASIN, TUB & TILE CLEANER | 72A |
| THE NATURAL SUPER ORANGE CLEAN | 22A |
| TILE & TERRAZZO RECYCLING CONENCTRATE 9650 | 29A |
| TOP CLEAN | 22A |
| TOP FLITE FLOOR & SURFACE DETERGENT | 22A |
| TOP GUARD READY TO USE | 29B |
| TOPNOTCH | 72A |
| TOTAL FLOOR FINISH | 28 |
| TOUGH CLEAN TC85 BIODEGRADABLE | 18A |
| TOUGH DUTY | 22A |
| TRACK-TEX AM | 73B |
| TRAFFIC | 28 |
| TRAFFIC 25 | 28 |
| TRAFFIC LANE SPOTTER | 61B |
| TRILINC | 28 |
| TRIPLE S STAINLESS STEEL CLEANER | 65A |
| TRI-TEX | 61B |
| TUFF CLEAN | 22A |
| TUFF STUFF FLOOR FINISH | 28 |
| TUFFY MINT DISINFECTANT | 21A |
| TUFFY MOP & BUFF | 62 |
| TUFFY PINE DISINFECTANT TYPE 303 | 21A |
| TUFFY PINE SCRUB | 29 |
| TUFFY SPRAY BUFF | 62 |
| TUNNEL WASH | 70 |
| TURTLE WAX EXPRESS SHINE SPRAY, T-136(C) | 8 |
| ULTIMATE ALL PURPOSE CLEANER | 22A |
| ULTRA BLEACH | 21B |
| ULTRA CLEAN GRAFFITI BLASTER 17614, 17601, 17605, 17754 | 31B |
| ULTRA CLEAN GRAFFITI BLASTER 17802, 17805, 17854 | 31B |
| ULTRA GLOSS FLOOR FINISH | 28 |
| ULTRA ONE G-5 | 70 |

| PRODUCT | CATEGORY |
|---|---|
| UNBELIEVABLE | 12 |
| UNIKLEEN | 22A |
| UNITED 550 PURPLE POWER | 22A |
| VALUE | 22A |
| VANGARD DISINFECTANT SPRAY | 21A |
| VANI-SOL DISINFECTANT WASHROOM CLEANER | 66B |
| VICTORY | 28 |
| VITA FLOOR ARREST BUFFABLE FINISH | 28 |
| VITA FLOOR CLEANER | 29A |
| WELGICIDE | 21A |
| WINDOW CLEANER CONCENTRATE | 72B |
| WORKFORCE ALL PURPOSE ABSORBENT | 31B |
| WYANDOTTE FLOOR STRIPPER | 29A |
| ZAP (FLOOR FINISH MAINTENANCE & NEUTRAL CLEANER) | 28 |
| ZEP ALL PURPOSE CLEANER & DEGREASER | 22A |
| ZEP BLUE MAGIC | 70 |
| ZEP D-A | 19 |
| ZEP ORANGE GEL DEGREASER | 22A |
| ZEP-X-8886 | 70 |
| ZEP-X-9081 | 70 |
| ZORB ALL | 32 |

# APPENDIX

**Instructions for accessing "On-Line MSDS"**

The Operations Services Department provides direct online access to Material Safety Data Sheets for Port Authority and PATH staff. The 3E Corporation, the Port Authority vendor, provides access to MSDSs for chemical products used at the Port Authority and PATH to obtain the required health, safety and emergency information.

MSDSs are now managed through the Internet. Employees with administrator access can update the database by entering information online for new products.

If a particular MSDS is not accessible online, please contact 3E staff. The 3E team is available 24 hours a day, seven days a week by calling 1-800-451-8346 or select the 3E InstaCall icon from the 3E welcome page after logging in. When you call, provide the product name, part number, manufacturer, UPC code if available, and your fax number.

A 3E Online Tutorial (about five minutes) is available on the 3E home page by selecting "Help" from the menu bar, then selecting "Online Help." ***Click here to go directly to the Online Tutorial http://www.getmsds.com/Tutorial/start.html***

**Finding an MSDS:**

Click on the Search button. Type the full product name or a part of the name in the search criteria field. A list of all products with that name will appear. You can also search for a product by entering the name of the manufacturer. Then a list of all products in the database from that manufacturer will appear. The application will not attempt to correct the spelling, so it is critical to be mindful of the spelling.

1. MSDSs are available on the underlined products. Click on them.
2. To view the MSDS, click on View on the right side of the screen.
3. The MSDS will appear on the screen, and can be printed.
4. To exit, close the screen and use the back arrow to go back to select another product or return to the home screen.

**EXHIBIT I**

(Sample Statement)

**XYZ COMPANY - Contract # _____**

***WAGE and BENEFITS STATEMENT***

***Period Covered: June 1, xxxx to Novemer 30, xxxx***

| **MINIMUM HOURLY WAGES, HEALTH & SUPPLEMENTAL BENEFITS** | **Job Class 1** | **Job Class 2** | **Job Class 3** | **Job Class 4** | **Job Class 5** |
|---|---|---|---|---|---|
| **Number of Employees** | _____ | _____ | _____ | _____ | _____ |
| ***Wages*** | | | | | |
| Straight-Time Wages | $ 330,000.00 | $ 250,000.00 | $ 90,000.00 | | |
| Shift Differential | 2,000.00 | - | - | | |
| **Total Wages** | $ 332,000.00 | $ 250,000.00 | $ 90,000.00 | | |
| ***Supplemental Benefits*** | | | | | |
| Health | $ 31,950.00 | $ 25,000.00 | $ 20,000.00 | | |
| Holiday | 9,500.00 | 8,000.00 | 9,500.00 | | |
| Vacation | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Sick | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Personal | 1,000.00 | 1,000.00 | 1,000.00 | | |
| Jury Duty / Bereavement | - | 500.00 | - | | |
| Bonus | 13,600.00 | 10,000.00 | 13,600.00 | | |
| Welfare | 31,950.00 | 25,000.00 | 20,000.00 | | |
| Dental | 1,000.00 | 1,000.00 | 1,000.00 | | |
| Pension / 401K | 12,500.00 | 12,000.00 | 12,500.00 | | |
| Other (please *specify*) | - | - | - | | |
| Other (please *specify*) | - | - | - | | |
| **Total Supp. Benefits** | $ 109,500.00 | $ 88,500.00 | $ 85,600.00 | | |
| **WAGES, HEALTH & SUPP. BENEFITS COMBINED** | $ 441,500.00 | $ 338,500.00 | $175,600.00 | | |
| ***HOURS*** | | | | | |
| Straight-Time Hours | 36,600.00 | 25,000.00 | 11,000.00 | | |
| Add: Roll Call Time, *if applicable* | 550.00 | 550.00 | 550.00 | | |
| Less: Relief Time, *if applicable* | (500.00) | (500.00) | (500.00) | | |
| Less: Meal Time, *if applicable* | - | - | - | | |
| **Total Hours** | 36,650.00 | 25,050.00 | 11,050.00 | | |
| **MINIMUM HEALTH BENEFITS** | | | | | |
| **HEALTH BENEFITS** | $3.50 | $3.50 | $3.50 | | |
| **CONTRACT REQUIREMENTS** | $3.50 | $3.50 | $3.50 | | |
| **Difference** | $0.00 | $0.00 | $0.00 | | |
| **SUPPLEMENTAL BENEFITS** | _____ | _____ | _____ | | |
| **MINIMUM HOURLY WAGES** | | | | | |
| **RATES PAID** | $15.50 | $15.50 | $15.50 | | |
| **CONTRACT REQUIREMENTS** | $14.50 | $14.50 | $14.50 | | |
| **Difference** | $1.00 | $1.00 | $1.00 | | |

*Note:*
*Details by month and by employee must be available and may be submitted with this statement.*

***Statement Certified by:*** _____

*Name* *Title* *Date*

**EXHIBIT II**
(Sample Statement)

**XYZ COMPANY - Contract # _____**
***WAGE and BENEFITS STATEMENT***
***Period Covered: June 1, xxxx to Novemer 30, xxxx***

I certify that each employee in the job categories _____, _____, and _____ (add categories as needed), were paid the minimum hourly wages, minimum hourly health benefits, and minimum hourly supplemental benefits required by this contract, except for those employees listed below.

| Employee name: | John Smith<br>Job cat. A | Jane Smith<br>Job cat. A | John Doe<br>Job cat. B | Jane Doe<br>Job cat. B | etc. |
|---|---|---|---|---|---|
| Minimum Hourly wages | $14.50 | $14.50 | $15.00 | $15.00 | |
| Hourly wages paid | 14.45 | 14.49 | 14.90 | 14.95 | |
| Difference | ($0.05) | ($0.01) | ($0.10) | ($0.05) | |
| Minimum Health Benefits | $3.50 | $3.50 | $3.50 | $3.50 | |
| Hourly health benefits paid | 3.40 | 3.50 | 3.50 | 3.45 | |
| Difference | ($0.10) | - | - | ($0.05) | |
| Minimum Supplemental Benefits | $1.00 | $1.00 | $1.00 | $1.00 | |
| Hourly supplemental benefits paid | 0.99 | 0.99 | 0.99 | 1.00 | |
| Difference | ($0.01) | ($0.01) | ($0.01) | - | |

***Statement Certified by:***

*Name & signature* *Title* *Date*

THE PORT AUTHORITY OF NY & NJ

January 16, 2008

**OVERNIGHT MAIL AND VIA FAX (201) 883-1212**

Mr. Ricardo Lopez, Vice President/COO
Cristi Cleaning Service Corporation
77 Trinity Place
Hackensack, NJ 07601-4328

**RE: GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT; PROPOSAL # 14039; CONTRACT # 4600007131; PO #4500055186**

Dear Mr. Lopez:

The Port Authority of New York and New Jersey ("The Port Authority" or "the Authority") hereby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with Cristi Cleaning Services Corporation, ("the Contractor") for the performance of the services under the above-referenced Contract.

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

1. this letter of Acceptance.

2. the Contractor's Cost Proposal Form dated November 14, 2008.

3. the Contractor's email transmittal dated January 15, 2008 containing wage breakdown for sweeper drivers and project supervisors for years one, two and three of the contract

4. the Contractor's response to the Port Authority's Request for Clarification dated October 29, 2007.

5. the following sections of the Contractor's Proposal dated October 23, 2007:

Section B - Executive Summary; Section D – Certifications With Respect to Cristi's Integrity Provisions; Section E – Documentation of Prerequisites; Section F – Technical Proposal with the exception of the Cost Proposal; Section G – Acknowledgement of Addendums #1 and #2; Section H – Acceptance of Standard Contract Terms and Conditions; Section I – M/WBE Plan.

6. the Port Authority's Request for Proposal (RFP) #14039 entitled "General Cleaning of Parking Lots at La Guardia Airport", including Addenda # 1 and #2 thereto issued by the Port Authority.

Further, Cristi Cleaning Services Corporation agrees to pay; in year one of the Agreement, it's cleaners a direct wage of $13.10 per hour, it's sweeper drivers a direct wage of $13.87 per hour, its supervisor's a direct wage of $16.19 per hour and it's project supervisors a direct wage of $18.91 per hour;in year two of the Agreement, it's cleaners a direct wage of $13.50 per hour, it's sweeper drivers a direct wage of $14.29 per hour, it's supervisor's a direct wage of $16.68 per hour and it's project supervisors a direct wage of $19.48 per hour; in year three of the Agreement, it's cleaners a direct wage of $13.91 per hour, it's sweeper drivers a direct wage of $14.72 per hour, it's supervisors $17.18 per hour and it's project supervisors a direct wage of $20.07 per hour..

Further, Cristi Cleaning Services Corporation agrees to pay it's cleaners and sweeper drivers a health benefit package valued at $1.62 per hour for year one, $1.72 per hour for year two and $ 1.85 per hour for year three. The supervisors and project supervisors shall receive a health benefit package valued at $3.00 per hour for year one, $3.00 per hour for year two and $3.00 per hour for year three. Also, Cristi Cleaning Services Corporation agrees not to diminish the quality of the proposed health plan throughout the life of this Agreement.

Further, Cristi Cleaning Services Corporation agrees to pay it's cleaners an average supplemental benefit of $1.00 per hour in year one, it's sweeper drivers $1.06 per hour, it's supervisors $1.23 per hour and it's project supervisors $1.46 per hour. In year two, it's cleaners $1.03 per hour, it's sweeper drivers $1.10 per hour, it's supervisors $1.29 per hour and it's project supervisors $1.49 per hour. In year three, it's cleaners $1.07 per hour, it's sweeper drivers $1.14 per hour, supervisors $1.33 per hour and it's project supervisors $1.54 per hour. The actual breakdown of the supplemental benefits shall be as stated on the Calculation of Hourly Rate forms.

These wages, health benefits and supplemental benefits shall be paid until adjusted pursuant to, Attachment B, Form of Contract for Facility Services, Part I, Section 10, Wages, Health and Supplemental Benefits of the Port Authority Request for Proposal #14039.

THE PORT AUTHORITY OF NY & NJ

This Agreement shall be in effect for a three (3) year period commencing on March 1, 2008 and terminating on February 28, 2011 subject to earlier termination or extension as provided in the Agreement. For payment, invoicing and administrative purposed, Purchase Order #4500055186 will be assigned to the Contract.

If you are in agreement with the above, please indicate such agreement by signing the duplicate originals of this Letter of Acceptance below and returning both to the attention of Robert E. Veit, 7th Floor, at the above address. A copy is enclosed for your records.

Very truly yours,

The Port Authority of New York & New Jersey

J.P. By: Lillian D. Valentin
Title: Director of Procurement Department

Date: 1/29/08

Agreed:
Cristi Cleaning Services Corporation

By: [signature]

Title: Vice President

Date: 1/17/2008

Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601
Tel (201) 883-1717 Fax (201) 883-1212
Email : **cristi1@optonline.net**

# Facsimile Transmittal

| | | | |
|---|---|---|---|
| To: | Bob Veit | From: | Alex |
| Fax: | 212-435-3989 | Date: | 11-09-07 |
| Tel: | | Pages-Cover sheet incl'd | 11 |
| Re: | LGA New Cost Forms | | |

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Update

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
CLEANER
YEAR ONE

| | | |
|---|---|---|
| ITEM #1<br>DIRECT WAGES<br>NUMBER OF EMPLOYEES | $ 13.10<br>35 | item 1 |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | $ 1.62 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.30 | 6 |
| VACATION ALLOWANCE | $ 0.50 | 10 |
| SICK TIME ALLOWANCE | $ 0.15 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | $ 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 15.72 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.08 | |
| N.Y.S.U.I. | $ 0.48 | |
| F.U.I. | $ 0.11 | |
| WORKERS' COMPENSATION | $ 0.85 | |
| GENERAL LIABILITY INSURANCE | $ 0.85 | |
| DISABILITY INSURANCE | $ 0.10 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY _____ | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ 1.09 | |
| UNIFORMS | $ 0.26 | |
| EQUIPMENT | $ 1.12 | |
| MATERIALS | $ 0.30 | |
| SUPPLIES | $ 0.48 | |
| PARKING/TRANSPORTATION | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY _____ | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ 25.36 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
CLEANER
YEAR TWO

| | | |
|---|---|---|
| ITEM #1<br>DIRECT WAGES<br>NUMBER OF EMPLOYEES | $ 13.50<br>35 | item 1 |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | $ 1.73 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.31 | 6 |
| VACATION ALLOWANCE | $ 0.52 | 10 |
| SICK TIME ALLOWANCE | $ 0.15 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | $ 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 16.26 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.11 | |
| N.Y.S.U.I. | $ 0.49 | |
| F.U.I. | $ 0.12 | |
| WORKERS' COMPENSATION | $ 0.87 | |
| GENERAL LIABILITY INSURANCE | $ 0.87 | |
| DISABILITY INSURANCE | $ 0.11 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY _____ | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ 1.09 | |
| UNIFORMS | $ 0.26 | |
| EQUIPMENT | $ 1.12 | |
| MATERIALS | $ 0.30 | |
| SUPPLIES | $ 0.48 | |
| PARKING/TRANSPORTATION | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY _____ | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ 26.00 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
CLEANER
YEAR THREE

| | | | |
|---|---|---|---|
| ITEM #1 | | | |
| DIRECT WAGES | $ | 13.91 | item 1 |
| NUMBER OF EMPLOYEES | | 35 | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | $ | 1.85 | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ | 0.32 | 6 |
| VACATION ALLOWANCE | $ | 0.54 | 10 |
| SICK TIME ALLOWANCE | $ | 0.16 | 3 |
| PENSION | $ | | |
| WELFARE | $ | | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | $ | 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ | 16.83 | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | $ | 1.15 | |
| N.Y.S.U.I. | $ | 0.51 | |
| F.U.I. | $ | 0.12 | |
| WORKERS' COMPENSATION | $ | 0.90 | |
| GENERAL LIABILITY INSURANCE | $ | 0.90 | |
| DISABILITY INSURANCE | $ | 0.11 | |
| OTHER TAXES AND INSURANCE | $ | | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | $ | 1.09 | |
| UNIFORMS | $ | 0.26 | |
| EQUIPMENT | $ | 1.12 | |
| MATERIALS | $ | 0.30 | |
| SUPPLIES | $ | 0.48 | |
| PARKING/TRANSPORTATION | $ | 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ | 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ | | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ | 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ | 26.69 | |

**ATTACHMENT B – PART III**

COST PROPOSAL FORM

**FIRST YEAR**

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$ 1,631,374.21

| Snow Removal | Estimated Annual No. of Hours | X | Price Per Hour | = Estimated Annual Price |
|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $ 21.00 | = $ 42,000.00 |
| Training | 600 | X | $ 21.00 | = $ 12,600.00 |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | X | Price Per Hours/Sq. Ft/ Item | = Estimated Annual Price |
|---|---|---|---|---|
| Cleaner Service | 1,000 hrs. | X | $ 21.00 per hr. | = $ 21,000.00 |
| Machine Sweeping | 30,000 sq. ft. | X | $ 0.005 per hr. | = $ 150.00 |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $ 0.20 per hr. | = $ 200.00 |
| Wash/Rinse Light Fixtures | 50 Fixtures | X | $ 4.25 per hr. | = $ 212.50 |
| Walls/Signs Wash/Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |
| Bus Shelters Wash/Rinse | 30,000 sq. ft. | X | $ 0.02 per hr. | = $ 600.00 |
| Lavatories Through Clean | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |
| Booths Wash and Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |

Total Estimated Annual Price $ 22,312.50

**A. Estimated Annual Contract Price First Year** $ 1,708,286.71
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

**ATTACHMENT B – PART III**

COST PROPOSAL FORM

**SECOND YEAR**

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$ 1,677,460.92

| **Snow Removal** | **Estimated Annual No. of Hours** | | **Price Per Hour** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $ 22.00 | = | $ 44,000.00 |
| **Training** | 600 | X | $ 22.00 | = | $ 13,200.00 |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | | **Price Per Hours/Sq. Ft/ Item** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Cleaner Service | 1,000 hrs. | X | $ 22.00 per hr. | = | $ 22,000.00 |
| Machine Sweeping | 30,000 sq. ft. | X | $ 0.005 per hr. | = | $ 150.00 |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $ 0.20 per hr. | = | $ 200.00 |
| Wash/Rinse Light Fixtures | 50 Fixtures | X | $ 4.25 per hr. | = | $ 212.50 |
| Walls/Signs Wash/Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |
| Bus Shelters Wash/Rinse | 30,000 sq. ft. | X | $ 0.02 per hr. | = | $ 600.00 |
| Lavatories Through Clean | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |
| Booths Wash and Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |

Total Estimated Annual Price $ 23,312.50

**A. Estimated Annual Contract Price Second Year** $ 1,757,973.42
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

**ATTACHMENT B – PART III**

COST PROPOSAL FORM

**THIRD YEAR**

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$ 1,725,085.88

| **Snow Removal** | **Estimated Annual No. of Hours** | | **Price Per Hour** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $ 23.00 | = | $ 46,000.00 |
| **Training** | 600 | X | $ 23.00 | = | $ 13,800.00 |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | | **Price Per Hours/Sq. Ft/ Item** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Cleaner Service | 1,000 hrs. | X | $ 23.00 per hr. | = | $ 23,000.00 |
| Machine Sweeping | 30,000 sq. ft. | X | $ 0.005 per hr. | = | $ 150.00 |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $ 0.20 per hr. | = | $ 200.00 |
| Wash/Rinse Light Fixtures | 50 Fixtures | X | $ 4.25 per hr. | = | $ 212.50 |
| Walls/Signs Wash/Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |
| Bus Shelters Wash/Rinse | 30,000 sq. ft. | X | $ 0.02 per hr. | = | $ 600.00 |
| Lavatories Through Clean | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |
| Booths Wash and Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |

Total Estimated Annual Price $ 24,312.50

**A. Estimated Annual Contract Price Third Year** $ 1,809,198.38
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

| | | |
|---|---|---|
| **A.** | **Estimated Annual Contract Price First Year** | **$** 1,708,286.71 |
| **B.** | **Estimated Annual Contract Price Second Year** | **$** 1,757,973.42 |
| **C.** | **Estimated Annual Contract Price Third Year** | **$** 1,809,198.38 |
| | **Total Estimated Contract Price Three (3) Years** | **$** 5,275,458.51 |

## Veit, Robert

**From:** Cristi Cleaning Service [cristi1@optonline.net]
**Sent:** Tuesday, January 15, 2008 3:01 PM
**To:** Veit, Robert
**Subject:** RE: Information Requested

LGA Direct Wages 2007 Project ...

LGA Direct Wages 2007 Project ...

LGA Direct Wages 2007 Project ...

Bob,

I appologize. Attached is the revised copy of the third year.

-----Original Message-----
From: Veit, Robert [mailto:rveit@panynj.gov]
Sent: Tuesday, January 15, 2008 2:34 PM
To: Cristi Cleaning Service
Subject: RE: Information Requested

Please recheck your figures. The supplemental benefits for year three are lower than year one and two.
Thanks
Bob

-----Original Message-----
From: Cristi Cleaning Service [mailto:cristi1@optonline.net]
Sent: Tuesday, January 15, 2008 2:25 PM
To: Veit, Robert
Subject: RE: Information Requested

Bob,

Attached is the information that you requested.

-----Original Message-----
From: Veit, Robert [mailto:rveit@panynj.gov]
Sent: Tuesday, January 15, 2008 1:12 PM
To: Cristi Cleaning Service
Subject: RE: Information Requested
Importance: High

I also need the information for the Project Supervisor. You indicated their hourly wage in your proposal as being $18.91, 19.48 and 20.07 per hour for the first three years but did not give the breakdown.
Thanks
Bob

-----Original Message-----
From: Cristi Cleaning Service [mailto:cristi1@optonline.net]
Sent: Tuesday, January 15, 2008 12:49 PM
To: Veit, Robert
Subject: Information Requested

Bob,

ttached is the information that you requested. If you would like a hard
opy we will fed-ex it out tonight. Please advise.

risti Cleaning Services
hone: 201-883-1717
ax: 201-883-1212
ristil@optonline.net

IOTICE: THIS E-MAIL AND ANY ATTACHMENTS CONTAIN INFORMATION FROM THE PORT
.UTHORITY OF NEW YORK AND NEW JERSEY AND AFFILIATES. IF YOU BELIEVE YOU HAVE
:ECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY,
'ERMANENTLY DELETE THIS E-MAIL (ALONG WITH ANY ATTACHMENTS), AND DESTROY ANY
'RINTOUTS.

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'ERMANENTLY DELETE THIS E-MAIL (ALONG WITH ANY ATTACHMENTS), AND DESTROY ANY
'RINTOUTS.

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
PROJECT SUPERVISOR
YEAR THREE

| | | | |
|---|---|---|---|
| ITEM #1 | | $ 20.07 | item 1 |
| DIRECT WAGES | | | |
| NUMBER OF EMPLOYEES | | 1 | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | | $ 3.00 | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | | $ 0.46 | 6 |
| VACATION ALLOWANCE | | $ 0.77 | 10 |
| SICK TIME ALLOWANCE | | $ 0.23 | 3 |
| PENSION | | $ | |
| WELFARE | | $ | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | | $ 0.08 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | | $ 24.61 | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | | $ 1.65 | |
| N.Y.S.U.I. | | $ 0.74 | |
| F.U.I. | | $ 0.17 | |
| WORKERS' COMPENSATION | | $ 1.30 | |
| GENERAL LIABILITY INSURANCE | | $ 1.30 | |
| DISABILITY INSURANCE | | $ 0.16 | |
| OTHER TAXES AND INSURANCE | | $ | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | | $ | |
| UNIFORMS | | $ 0.17 | |
| EQUIPMENT | | $ | |
| MATERIALS | | $ | |
| SUPPLIES | | $ | |
| PARKING/TRANSPORTATION | | $ | |
| TENNANT MAINTENANCE/REPAIRS | | $ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | | $ | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | | **$ 32.05** | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
PROJECT SUPERVISOR
YEAR ONE

| | | | |
|---|---|---|---|
| ITEM #1<br>DIRECT WAGES<br>NUMBER OF EMPLOYEES | | $ 18.91<br>1 | item 1 |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | | $ 3.00 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | | $ 0.44 | 6 |
| VACATION ALLOWANCE | | $ 0.73 | 10 |
| SICK TIME ALLOWANCE | | $ 0.22 | 3 |
| PENSION | | $ | |
| WELFARE | | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | | $ 0.07 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | | $ 23.37 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | | $ 1.55 | |
| N.Y.S.U.I. | | $ 0.69 | |
| F.U.I. | | $ 0.16 | |
| WORKERS' COMPENSATION | | $ 1.22 | |
| GENERAL LIABILITY INSURANCE | | $ 1.22 | |
| DISABILITY INSURANCE | | $ 0.14 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY | | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | | $ | |
| UNIFORMS | | $ 0.17 | |
| EQUIPMENT | | $ | |
| MATERIALS | | $ | |
| SUPPLIES | | $ | |
| PARKING/TRANSPORTATION | | $ | |
| TENNANT MAINTENANCE/REPAIRS | | $ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY | | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | | $ 30.47 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
PROJECT SUPERVISOR
YEAR TWO

| | | |
|---|---|---|
| ITEM #1<br>DIRECT WAGES<br>NUMBER OF EMPLOYEES | $ 19.48<br>1 | item 1 |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | $ 3.00 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.45 | 6 |
| VACATION ALLOWANCE | $ 0.75 | 10 |
| SICK TIME ALLOWANCE | $ 0.22 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | $ 0.07 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 23.97 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.60 | |
| N.Y.S.U.I. | $ 0.71 | |
| F.U.I. | $ 0.17 | |
| WORKERS' COMPENSATION | $ 1.25 | |
| GENERAL LIABILITY INSURANCE | $ 1.25 | |
| DISABILITY INSURANCE | $ 0.15 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ | |
| UNIFORMS | $ 0.17 | |
| EQUIPMENT | $ | |
| MATERIALS | $ | |
| SUPPLIES | $ | |
| PARKING/TRANSPORTATION | $ | |
| TENNANT MAINTENANCE/REPAIRS | $ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | **$** 31.22 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
SWEEPER DRIVER
YEAR ONE

| | | |
|---|---|---|
| ITEM #1 | $ 13.87 | item 1 |
| DIRECT WAGES | | |
| NUMBER OF EMPLOYEES | 4 | |
| ITEM #2 | | |
| HEALTH BENEFITS | | |
| HEALTH | $ 1.62 | |
| ITEM #3 | | |
| SUPPLEMENTAL BENEFITS | | |
| (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.32 | 6 |
| VACATION ALLOWANCE | $ 0.53 | 10 |
| SICK TIME ALLOWANCE | $ 0.16 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | | |
| SPECIFY PERSONAL DAY | $ 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 16.55 | sub total 1,2,3 |
| ITEM #4 | | |
| TAXES AND INSURANCE | | |
| (ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.14 | |
| N.Y.S.U.I. | $ 0.50 | |
| F.U.I. | $ 0.12 | |
| WORKERS' COMPENSATION | $ 0.90 | |
| GENERAL LIABILITY INSURANCE | $ 0.90 | |
| DISABILITY INSURANCE | $ 0.11 | |
| OTHER TAXES AND INSURANCE | $ | |
| SPECIFY | | |
| ITEM #5 | | |
| ADDITIONAL COMPONENTS | | |
| (IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ 1.09 | |
| UNIFORMS | $ 0.26 | |
| EQUIPMENT | $ 1.12 | |
| MATERIALS | $ 0.30 | |
| SUPPLIES | $ 0.48 | |
| PARKING/TRANSPORTATION | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ | |
| SPECIFY | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | **$ 26.39** | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
SWEEPER DRIVER
YEAR TWO

| | | | |
|---|---|---|---|
| ITEM #1 | | | |
| DIRECT WAGES | $ | 14.29 | item 1 |
| NUMBER OF EMPLOYEES | | 4 | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | $ | 1.72 | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ | 0.33 | 6 |
| VACATION ALLOWANCE | $ | 0.55 | 10 |
| SICK TIME ALLOWANCE | $ | 0.17 | 3 |
| PENSION | $ | | |
| WELFARE | $ | | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | $ | 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ | 17.12 | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | $ | 1.18 | |
| N.Y.S.U.I. | $ | 0.52 | |
| F.U.I. | $ | 0.12 | |
| WORKERS' COMPENSATION | $ | 0.92 | |
| GENERAL LIABILITY INSURANCE | $ | 0.92 | |
| DISABILITY INSURANCE | $ | 0.11 | |
| OTHER TAXES AND INSURANCE | $ | | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | $ | 1.09 | |
| UNIFORMS | $ | 0.26 | |
| EQUIPMENT | $ | 1.12 | |
| MATERIALS | $ | 0.30 | |
| SUPPLIES | $ | 0.48 | |
| PARKING/TRANSPORTATION | $ | 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ | 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ | | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ | 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ | 27.06 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
SWEEPER DRIVER
YEAR THREE

| | | |
|---|---|---|
| ITEM #1<br>DIRECT WAGES<br>NUMBER OF EMPLOYEES | $ 14.72<br>4 | item 1 |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | $ 1.85 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.34 | 6 |
| VACATION ALLOWANCE | $ 0.57 | 10 |
| SICK TIME ALLOWANCE | $ 0.17 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | $ 0.06 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 17.71 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.21 | |
| N.Y.S.U.I. | $ 0.54 | |
| F.U.I. | $ 0.13 | |
| WORKERS' COMPENSATION | $ 0.95 | |
| GENERAL LIABILITY INSURANCE | $ 0.95 | |
| DISABILITY INSURANCE | $ 0.12 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ 1.09 | |
| UNIFORMS | $ 0.26 | |
| EQUIPMENT | $ 1.12 | |
| MATERIALS | $ 0.30 | |
| SUPPLIES | $ 0.48 | |
| PARKING/TRANSPORTATION | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | **$** 27.78 | |

October 29, 2007

VIA FAX (201) 883-1212

Cristi Cleaning Service Corp
11 Trinity Place
Hackensack, NJ 07601
ATTN: Ricardo Lopez.

**RE: GENERAL CLEANING PARKING LOTS AT LA GUARDIA AIRPORT - PROPOSAL #14039; REQUEST FOR CLARIFICATIONS AND CONCERNS**

Dear Mr. Lopez:

Thank you for submitting your proposal for the above referenced proposal. We would like to invite you and key staff that will be assigned to this operation for a discussion of your proposal and a question and answer period on Friday, November 2, 2007 at 9:00 a.m. at One Madison Avenue, 7th Floor, New York, NY. In this discussion, please allow a 10-minute opening presentation highlighting the key points of your firm's proposal. Questions, answers and closing statements should take approximately 60 minutes.

As we are still evaluating your proposal, the following items need to be addressed. Your response to these issues will help make a determination on our evaluation of your proposal.

1. How did you arrive at your monthly lump sum? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including but not limited to labor hours, equipment cost, vehicles, materials, etc.
2. What is your plan for the employees currently working on Port Authority site?
3. Some long-term employees of the current Contractor or previous Contractors may be receiving more vacation time than you are proposing. If you hire this staff, how will you handle these employees concerns?
4. When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?
5. Submit a listing of equipment and vehicle(s) that will be used for the performance of this Contract and a vehicle/equipment maintenance plan. Will this equipment be new? Include all model numbers and catalogue cuts.
6. What are your intentions regarding labor organization as it applies to the site and Contract?
7. What, if any, contractual agreements do you presently have with any labor organization (and name them), that may affect the work and harmony clauses that are in the Port Authority's RFP document?
8. How do you handle your quality control program and who will be responsible for this program?
9. Please explain your plan for covering cleaner meal breaks, relief, illness, vacation and other absences?

10. Please explain your plan for covering supervisor meal breaks, relief, illness, vacation and other absences?
11. What uniforms are you proposing for the winter vs. summer seasons?
12. You have included on the Calculation of Hourly Rate form an hourly rate for Health Benefits of $3.00 for Cleaners. Is this rate consistent with the union that is currently on site?
13. Was your Calculation of Hourly Rate form based on 2,080 hours?
14. Provide us with a copy of the health benefit plan that you will provide to your supervisors.
15. Provide us with a copy of the health benefit plan that you will provide to your cleaners.
16. Provide a breakdown of your project staff and how you intend to utilize them.
17. Supplemental hourly rates require further explanation. If the money for (3) sick days is .25/hour, why is the money for (6) holidays only .37/hour?
18. What is the break down of employees per tour?
19. Do you plan to provide a project supervisor in addition to tour supervisor?
20. If you plan to use equipment currently being utilized on the contract, have you taken into account replacement costs if the equipment does not last the potential (6) years of the new contract?
21. Provide an hourly breakdown for years (2) and (3) of the contract for cleaners and supervisors.
22. Your proposal mentions goods/services such as business equipment and supplies, materials, uniforms, gloves etc. Provide the names of the Port Authority certified M/WBE's that will provide these services and indicate the estimated dollar amount for each M/WBE participant.

For security purposes, please advise who will be attending the presentation. For your presentation, you are responsible to bring with you a laptop and projector and any other equipment necessary for the presentation. The Port Authority will only provide the screen. Photo ID required for entrance to the building.

Your response to the above and a copy of your PowerPoint (or any other application) presentation, must be submitted in writing along with twelve (12) copies, during the presentation.

If you have any questions, you can contact me 212-435-3916.

Sincerely,

Robert E. Veit
Senior Contracts Specialist
Purchasing Services Division

# *Cristi Cleaning Service Corporation*

PROPOSAL FOR

## GENERAL CLEANING OF PARKING LOTS

## AT LA GUARDIA AIRPORT

SOLICITATION #: 14039

**ORIGINAL**

**Cristi Cleaning Service Corporation**
77 Trinity Place
Hackensack, NJ 07601-4328
Phone: (201) 883-1717
Fax: (201) 883-1212
www.cristicleaningservice.com

November 2, 2007

The Port Authority of NY & NJ
Attn: Bid/RFP Custodian
Procurement Department
1 Madison Avenue, 7th Floor
New York, NY 10010

Attn: Robert E. Veit (212) 435-3916

Re: Solicitation #: 14039

Dear Mr. Veit:

Cristi Cleaning Service Corporation (Cristi Cleaning Service) is pleased to present our oral presentation to the Port Authority of New York & New Jersey for General Cleaning at the La Guardia Parking Lots. Cristi Cleaning Service Cleaning is excited about participating in this process and we view the possible contract for General Cleaning as a continuing partnership between the Port Authority and our company.

Our presentation consists of a brief overview of our company, followed by our responses to your questions as contained in your correspondence of October 29, 2007. We know that the information provided in our presentation shows that we thoroughly understand the requirements contained in these solicitations and that Cristi Cleaning has the requisite knowledge, experience and capabilities to provide outstanding services.

If we at Cristi Cleaning Service Cleaning can be of any assistance, or if we can provide any further information, please feel free to contact us at your convenience at (201) 883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.

Sincerely,

Ricardo Lopez
Vice President

*General Cleaning Services*

# Parking Lots at La Guardia Airport

# Company History

- **Founded in 1980**
- **Certified MBE/SBE**
- **Graduated SBA 8(a) Program**
- **We offer our clients office cleaning, window washing, power washing, carpet cleaning and degreasing services in addition to power sweeping and parking lot cleaning**
- **Cristi Cleaning has been providing the Port Authority of New York/New Jersey at JFK and LaGuardia Airports with parking area cleaning since 1998**

# Technology and Safety

Cristi Cleaning, through it various service contracts utilizes many of the latest technological advances in products, supplies, equipment and safety procedures. Cristi Cleaning has made is corporate policy to always seek the most environmentally friendly and safety conscious methods of performing service contracts.

# Port Authority Service Contracts

| | |
|---|---|
| Manhattan Shipping Terminal | 1995 |
| JFK Power Sweeping | 1995 |
| LaGuardia Power Sweeping | 1998 |
| Marine Air Terminal | 2001 |
| Building 14 JFK | 2004 |

# Cristi Cleaning Service Awarded the Best Performance by a PA Contractor LaGuardia…,2006

# Question 1

How did you arrive at your monthly lump sum? Please supply us with a detailed cost breakdown and submit a spreadsheet for verification including but not limited to labor hours, equipment cost, vehicles, materials, etc.

# Question 1 Response

| | | |
|---|---|---|
| **Direct Labor** | **$** | **73,298.20** |
| **Supplemental Benefits** | **$** | **7,705.20** |
| **Health Plan** | **$** | **15,600.00** |
| **Taxes and Insurance** | **$** | **19,910.63** |
| **Uniforms** | **$** | **675.00** |
| **Equipment** | **$** | **4,143.23** |
| **Supplies** | **$** | **1,638.00** |
| **Parking/Transportation** | **$** | **1,630.00** |
| **Maintenance Plan** | **$** | **1,170.00** |
| **Repairs/Tires** | **$** | **970.00** |
| **Gasoline** | **$** | **5,758.00** |
| **Vehicle Insurance** | **$** | **622.00** |
| **Nextel** | **$** | **360.00** |
| **Miscellaneous** | **$** | **120.00** |
| **O/P** | **$** | **8,516.87** |
| **Total** | **$** | **142,117.13** |

# Question 2

What is your plan for the employees currently working on Port Authority site?

## Question 2 Response

**It is our intention to offer our current employees the opportunity to remain on the Cristi Cleaning team for the next contract for the La Guardia Parking Lots.**

# Question 3

Some long-term employees of the current Contractor or previous Contractors may be receiving more vacation time than you are proposing. If you hire this staff, how will you handle these employees concerns?

# Question 3 Response

**Our Vacation pay schedule will follow that of Local 348. In our cost calculations we took into consideration two weeks of vacation time.**

# Question 4 and Response

**When do your supplemental benefits go into effect (including but not limited to holiday, vacation, sick, health package)?**

**Response**

**Supplemental benefits are in effect under current contract due to general labor agreements with Local 348.**

**Supplemental benefits go into effect after a three month probationary period for new hires, after sixty days they are eligible for vacation and holidays.**

# Question 5

Submit a listing of equipment and vehicle(s) that will be used for the performance of this Contract and a vehicle/equipment maintenance plan. Will this equipment be new? Include all models and catalogue cuts.

# Question 5 Response

**Proposed Equipment**

| | |
|---|---|
| One (1) Tennant 830 diesel | New |
| One (1) Tennant 810 gas | Used |
| One (1) Tennant 7400 Scrubber | Used |
| One (1) Tennant 5700 Scrubber | New |
| One (1) Billy Goat Gas | Used |
| One (1) Steam Cleaning | New |
| Three (3) Snow Blowers | New |
| One (1) Aluminum Scaffold | Used |
| Two (2) Heavy Duty Gravely | New |
| Two (2) Trailers (water-equipment) | Used |
| Twenty-Four (24) Snow Shovels | New |
| Twelve (12) Heavy Duty Spreaders | New |
| Twelve (12) Ice Choppers | New |

# Question 5 Response Cont.

**Vehicles**

Two (2) Heavy Duty Pick Ups Four X Four — Used
6 person crew cab-power lift gate

**Extra Equipment/Vehicles Available (Owned by Cristi Cleaning Service)**

One (1) Elgin Air Cub Vacuum Sweeper

One (1) Six Person Crew Cab Pick Up Truck

**Maintenance Plan**

| | |
|---|---|
| Equipment Maintenance Plan: | Tennant Co. (Tennant Equipment) |
| Sweepers Maintenance Plan: | Empire Equipment |
| Vehicle Maintenance Plan: | Beyer Bros. |

# Question 6

What are your intentions regarding labor organization as it applies to the site and Contract?

# Question 6 Response

**At the present time Labor Organization Local 348 UFCW is representing Cristi Cleaning Service employees and it is our intentions to keep harmony with their organization as we have for the past six years.**

# Question 7

What if any, contractual agreements do you presently have with any labor organization (and name them), that may affect the work and harmony clauses that are in the Port Authority's RFP document?

# Question 7 Response

**We have a contract agreement with Local 348-S UFCW. This agreement will not affect the work and harmony clauses that are in the Port Authority's RFP document.**

# Question 8

How do you handle your quality control program and who will be responsible for this program?

# Question 8 Response

Our quality control program, as in everything done by Cristi Cleaning is ultimately the responsibility of the company principals. Operational quality control for this contract will be the responsibility of the resident manager who reports directly to our corporate principles on all quality control matters. The resident manager has the direct responsibility of ensuring that each project is being performed in accordance with all contract requirements. He monitors our on site supervisors to ensure that they are doing their quality control functions on a day-to-day basis, as well as monitoring the overall contract performance. Our resident manager will be responsible on a day-to-day basis for ensuring that our employees are performing all assigned duties in full accordance with the contract in a safe and professional manner. He will report directly to our corporate Vice President, Mr. Ricardo Lopez on all matters pertaining to the quality of our services and will have the authority to ensure on-the-spot corrections where necessary.

# Question 9

Please explain your plan for covering cleaner meal breaks, relief, illness, vacation and other absences?

# Question 9 Response

## Meal break relief plan for station cleaners:

**B – Tour – 1 Lunch Relief/Routine cleaner will relieve**

**(3) three station cleaners**

**C – Tour – 1 Lunch Relief/Routine cleaner will relieve**

**(3) three station cleaners**

**A – Tour – 1 Project worker will relieve (1) one station cleaner**

**Cristi has developed through our years of service at LaGuardia Airport a pool of on-call employees that we are using for illness, vacation, and other absences.**

# Question 10

Please explain your plan for covering supervisor meal breaks, relief, illness, vacation and other absences?

# Question 10 Response

**Cristi has two active supervisors approved by the Port Authority to cover for illness, vacation and other absences. Meal break relief for supervisors is not applicable.**

# Question 11

What uniforms are you proposing for the winter vs. summer seasons?

# Question 11 Response

**Winter Uniforms**

Hooded Insulated Parkas
Gloves
Raincoats
Waterproof boots
Winter Hats

**Summer Uniforms**

Short Sleeve Shirts
Short Sleeve T-Shirts
with Company Logo
Hats

# Question 12

You have included on the Calculation of Hourly Rate form an hourly rate for Health Benefits of $3.00 for cleaners. Is this rate consistent with the union that is currently on site?

# Question 12 Response

**Yes, the rate is consistent with the union that is currently on site.**

# Question 13

Was your calculation of Hourly Rate form based on 2,080 hours?

# Question 13 Response

**Yes, our calculation of hourly rate was based on 2,080 hours.**

# Question 14

Provide us with a copy of health benefit plan that you will provide to your supervisors.

# Question 14 Response

**Please see the health benefits plan for supervisors that is included with our written response.**

# CRISTI CLEANING SERVICE

**$3.00 Fringe Rate**

**Preferred Provider- Family Health and Welfare Plan - 2007/08**

| FAMILY PLAN INCLUDES: | Class Based on Average Hours Worked Weekly: 1 to 15 Class I | | 16 to 22 Class II | | 23 to 32 Class III | | 33 or More Class IV | |
|---|---|---|---|---|---|---|---|---|
| | Emp | Dep | Emp | Dep | Emp | Dep | Emp | Dep |
| **LIFE INSURANCE BENEFITS** | | | | | | | | |
| Employee Life Insurance Benefits | $5,000 | | $10,000 | | $30,000 | | $40,000 | |
| Spousal Life Insurance Benefits | | $2,500 | | $5,000 | | $15,000 | | $20,000 |
| Dependent Children Life Insurance Benefits | | $1,500 | | $2,500 | | $7,500 | | $10,000 |
| Children (under 6 months of Age) Life Insurance Benefits | | $400 | | $400 | | $400 | | $400 |
| Accidental Death & Dismemberment | $5,000 | N/A | $10,000 | N/A | $30,000 | N/A | $40,000 | N/A |
| **VISION CARE BENEFITS*** | | | | | | | | |
| Vision Examination (Once in every Calendar Year) | $50 | $50 | $60 | $60 | $70 | $70 | $80 | $80 |
| Lens Benefit (One Type of Lens in every 2 Calendar Years) | | | | | | | | |
| - Single Vision Lenses | $70 | $70 | $80 | $80 | $90 | $90 | $100 | $100 |
| - Contact Lenses | $70 | $70 | $80 | $80 | $90 | $90 | $100 | $100 |
| - Bifocal Lenses | $90 | $90 | $100 | $100 | $110 | $110 | $120 | $120 |
| Frames (Once in every 2 Calendar Years) | $70 | $70 | $80 | $80 | $90 | $90 | $100 | $100 |
| **DENTAL CARE BENEFITS** | | | | | | | | |
| Calendar Year Maximum | $200 | $100 | $400 | $200 | $650 | $325 | $1,000 | $500 |
| Calendar Year Deductible | $20 | $20 | $20 | $20 | $20 | $20 | $20 | $20 |
| Percent of Allowable Charges Paid for Diagnostic and Preventative Services | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Percent of Allowable Charges Paid for Basic Maintenance and Procedures | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| Percent of Allowable Charges Paid for Major Restorative Care | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| **SHORT TERM DISABILITY*** | | | | | | | | |
| Maximum Weekly Benefit (up to 13 Weeks) | $15 | N/A | $35 | N/A | $60 | N/A | $100 | N/A |
| Percent of Weekly Base Wage | 70% | | 70% | | 70% | | 70% | |
| Paid from 8th Day of Accident or Sickness | | | | | | | | |
| **EMPLOYEE ASSISTANCE PROGRAM (EAP)** | A confidential counseling and referral service available to all participants. Help with personal and family problems 24 hours a day, 7 days a week. | | | | | | | |
| ***PPO IN NETWORK BENEFITS - OUT OF NETWORK BENEFIT REDUCTION - 20%*** | | | | | | | | |
| **HOSPITAL ROOM & BOARD*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $2,170 | $2,170 | $4,650 | $4,650 | $8,680 | $8,680 | $13,330 | $13,330 |
| Maximum Daily Benefit | $70 | $70 | $150 | $150 | $280 | $280 | $430 | $430 |
| **MISCELLANEOUS HOSPITAL BENEFITS*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $500 | $500 | $1,300 | $1,300 | $3,000 | $3,000 | $5,500 | $5,500 |
| Maximum Daily Benefit | $50 | $50 | $130 | $130 | $300 | $300 | $550 | $550 |
| **WELL BABY NURSERY CARE WHILE MOTHER IS CONFINED** | | | | | | | | |
| Maximum of 3 Days of Coverage Immediately After Birth | | | | | | | | |
| Maximum Daily Benefit | $100 | $100 | $200 | $200 | $300 | $300 | $400 | $400 |
| **PHYSICIAN'S HOSPITAL VISIT*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $620 | $620 | $930 | $930 | $1,240 | $1,240 | $1,550 | $1,550 |
| Maximum Daily Benefit | $20 | $20 | $30 | $30 | $40 | $40 | $50 | $50 |
| **ANESTHESIOLOGIST BENEFIT*** | | | | | | | | |
| Maximum Benefit (per unrelated surgery) | $70 | $70 | $280 | $280 | $480 | $480 | $800 | $800 |
| **SURGEONS' BENEFIT** | | | | | | | | |
| Maximum Benefit (per unrelated surgery) | $550 | $550 | $1,700 | $1,700 | $3,500 | $3,500 | $7,000 | $7,000 |
| Percent of Allowable Charges Paid | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| **POTENTIAL PER CONFINEMENT MAXIMUM** | $4,010 | $4,010 | $9,060 | $9,060 | $17,200 | $17,200 | $28,580 | $28,580 |
| **OUTPATIENT PHYSICIAN VISITS** | | | | | | | | |
| Annual Wellness Check-up Covered In Network | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum for In Network Wellness Check-Up | $40 | $40 | $60 | $60 | $80 | $80 | $100 | $100 |
| Chiropractic Care Covered | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Per Visit Maximum for Chiropractic Care | $40 | $40 | $40 | $40 | $40 | $40 | $40 | $40 |
| Overall Calendar Year Maximum | $200 | $200 | $400 | $400 | $650 | $650 | $1,000 | $1,000 |
| Co-payment for In Network Wellness Check-Up | $5 | $5 | $5 | $5 | $5 | $5 | $5 | $5 |
| Per Visit Co-payment - In Network | $10 | $10 | $10 | $10 | $10 | $10 | $10 | $10 |
| Per Visit Deductible - Out of Network | $15 | $15 | $15 | $15 | $15 | $15 | $15 | $15 |
| **X-RAY/LAB BENEFITS*** | | | | | | | | |
| Annual Wellness Check-up Covered In Network | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum for In Network Wellness Check-Up | $40 | $40 | $60 | $60 | $80 | $80 | $100 | $100 |
| Overall Calendar Year Maximum | $200 | $200 | $400 | $400 | $650 | $650 | $1,000 | $1,000 |
| **PRESCRIPTION COVERAGE** | | | | | | | | |
| Drug/Discount Card** | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum Plan Payment Brand Name Drugs | $165 | $165 | $330 | $330 | $550 | $550 | $850 | $850 |
| Calendar Year Maximum Plan Payment for Generic Equivialent | $330 | $330 | $660 | $660 | $1,100 | $1,100 | $1,700 | $1,700 |
| Co-pay for Non-Formulary Brand Name Drugs (In the absence of Generic Equivalent) | $25 | $25 | $25 | $25 | $25 | $25 | $25 | $25 |
| Co-pay for Brand Name Drugs (In the absence of Generic Equivalent) | $10 | $10 | $10 | $10 | $10 | $10 | $10 | $10 |
| Co-pay for Generic Equivalent | $5 | $5 | $5 | $5 | $5 | $5 | $5 | $5 |
| **SUPPLEMENTAL ACCIDENT BENEFIT*** | | | | | | | | |
| Maximum Benefit per Accident | $160 | $160 | $300 | $300 | $380 | $380 | $480 | $480 |
| Plus $10 Additional | to | to | to | to | to | to | to | to |
| For each hour above the minimum in class. | $300 | $300 | $360 | $360 | $470 | $470 | $550 | $550 |
| **MENTAL, NERVOUS, ALCOHOL & DRUG ABUSE** | Treated as any other condition requiring treatment. 7 Days Calendar Year Maximum. | | | | | | | |
| **OUTPATIENT SURGICAL BENEFITS** | See "Outpatient Surgery" section of Summary Plan Description. | | | | | | | |
| **MATERNITY** | Treated as any other condition requiring treatment for Female Employees and Dependent Wives | | | | | | | |
| **WAITING PERIOD/ COVERAGE TERMINATION** | | | | | | | | |
| **Waiting Period** | First of the Month Following Two Months of Continuous Employment on a Fringe Contract | | | | | | | |
| **Coverage Termination** | Determined by Date of Termination | | | | | | | |

**BENEFITS HAVE NO LIFETIME MAXIMUM UNLESS OTHERWISE NOTED.**

*** NO DEDUCTIBLE OR CO-PAYMENT REQUIRED.**

**** AFTER PLAN PAYS MAXIMUM, PARTICIPANT CONTINUES TO RECEIVE DISCOUNT PRICING ON PRESCRIPTION DRUGS.**

**LIFE INSURANCE BENEFITS ARE FULLY INSURED BY RELIANCE STANDARD LIFE INSURANCE COMPANY.**

(C) FCE Benefit Administrators, Inc.

# Question 15

Please provide us with a copy of the health benefit plan that you will provide to your cleaners.

# Question 15 Response

**Employees on this contract are covered by Local 348 UFCW Health Fund, which includes the following benefits:**

**Life Insurance**

**Vision Care**
**Dental Care**
**Short-term Disability**
**Hospital Room & Board**
**Miscellaneous Hospital**
**Physician's Hospital**
**Anesthesiologist**

**Surgeon**

**Outpatient Physician**
**X-Ray/Laboratory Benefits**
**Prescription Coverage**
**Supplemental Accident**
**Outpatient Surgical**
**Maternity Benefits**

# Question 16

Provide a breakdown of your project staff and how you intend to utilize them.

# Question 16 Response

**We will provide two project workers Monday through Friday working from 11:00pm to 7:30am.**

# Question 17

Supplemental hourly rates require further explanation. If the money for (3) sick days is .25/hour, why is the money for (6) holidays only .37/hour?

# Question 17 Response

**We apologize for this error. We have made the proper changes as required and have included the cost calculations in the written presentation along with the newly revised hourly rate for cleaners and supervisors.**

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
CLEANER
YEAR ONE

| | | | |
|---|---|---|---|
| ITEM #1 | | $ 13.10 | item 1 |
| DIRECT WAGES | | | |
| NUMBER OF EMPLOYEES | | 35 | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | | $ 3.00 | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | | $ 0.30 | 6 |
| VACATION ALLOWANCE | | $ 0.50 | 10 |
| SICK TIME ALLOWANCE | | $ 0.15 | 3 |
| PENSION | | $ | |
| WELFARE | | $ | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | | $ 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | | $ 17.10 | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | | $ 1.08 | |
| N.Y.S.U.I. | | $ 0.48 | |
| F.U.I. | | $ 0.11 | |
| WORKERS' COMPENSATION | | $ 0.85 | |
| GENERAL LIABILITY INSURANCE | | $ 0.85 | |
| DISABILITY INSURANCE | | $ 0.10 | |
| OTHER TAXES AND INSURANCE | | $ | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | | $ 1.09 | |
| UNIFORMS | | $ 0.26 | |
| EQUIPMENT | | $ 1.12 | |
| MATERIALS | | $ 0.30 | |
| SUPPLIES | | $ 0.48 | |
| PARKING/TRANSPORTATION | | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | | $ | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | | $ 26.74 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
SUPERVISOR
YEAR ONE

| | | | |
|---|---|---|---|
| ITEM #1 | | | |
| DIRECT WAGES | $ 16.19 | | item 1 |
| NUMBER OF EMPLOYEES | 7 | | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | $ 3.00 | | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.37 | | 6 |
| VACATION ALLOWANCE | $ 0.62 | | 10 |
| SICK TIME ALLOWANCE | $ 0.18 | | 3 |
| PENSION | $ | | |
| WELFARE | $ | | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | $ 0.06 | | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 20.42 | | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | $ 1.57 | | |
| N.Y.S.U.I. | $ 0.70 | | |
| F.U.I. | $ 0.16 | | |
| WORKERS' COMPENSATION | $ 1.22 | | |
| GENERAL LIABILITY INSURANCE | $ 1.22 | | |
| DISABILITY INSURANCE | $ 0.14 | | |
| OTHER TAXES AND INSURANCE | $ | | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | $ | | |
| UNIFORMS | $ 0.17 | | |
| EQUIPMENT | $ | | |
| MATERIALS | $ | | |
| SUPPLIES | $ | | |
| RELIEF | $ | | |
| ROLL CALL | $ | | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ | | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ 27.55 | | |

# Question 18

What is the breakdown of employees per tour?

# Question 18 Response

**Please see attached staffing plan.**

# Cristi Cleaning Service
# La Guardia Airport-Parking Lots
## Staffing Plan

## Solicitation # 14039

### A-Tour 11:00PM to 7:30AM Monday to Friday

| | | | | | |
|---|---|---|---|---|---|
| 1FT | Project/Routine Supervisor | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Station A1 | 8 | Hours per Day | 40 | Hours per Week |
| 2FT | Periodic Cleaners | 16 | Hours per Day | 80 | Hours per Week |
| 2FT | Sweeper Drivers | 16 | Hours per Day | 80 | Hours per Week |
| | | | Total | 240 | Hours per Week |

### A-Tour 11:00PM to 7:30AM Weekends

| | | | | | |
|---|---|---|---|---|---|
| 1PT | Routine Supervisor | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Station A1 | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Routine Cleaner | 8 | Hours per Day | 16 | Hours per Week |
| 2PT | Sweeper Drivers | 16 | Hours per Day | 32 | Hours per Week |
| | | | Total | 80 | Hours per Week |

### B-Tour 7:00AM to 3:30PM Monday to Friday

| | | | | | |
|---|---|---|---|---|---|
| 1FT | Resident Manager | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Routine Supervisor | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Station B1 Cleaner | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Station B2 Cleaner | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Station B3 Cleaner | 8 | Hours per Day | 40 | Hours per Week |
| 3FT | Routine Cleaners | 24 | Hours per Day | 120 | Hours per Week |
| 1FT | Routine/Lunch Relief | 8 | Hours per Day | 40 | Hours per Week |
| | | | Total | 360 | Hours per Week |

### B-Tour 7:00AM to 3:30PM Weekends

| | | | | | |
|---|---|---|---|---|---|
| 1PT | Routine Supervisor | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Station B1 Cleaner | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Station B2 Cleaner | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Station B3 Cleaner | 8 | Hours per Day | 16 | Hours per Week |
| 3PT | Routine Cleaners | 24 | Hours per Day | 48 | Hours per Week |
| 1PT | Routine/Lunch Relief | 8 | Hours per Day | 16 | Hours per Week |
| | | | Total | 128 | Hours per Week |

## C-Tour 3:00PM to 11:30PM Monday to Friday

| | | | | | |
|---|---|---|---|---|---|
| 1FT | Routine Supervisor | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Station C1 Cleaner | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Station C2 Cleaner | 8 | Hours per Day | 40 | Hours per Week |
| 1FT | Station C3 Cleaner | 8 | Hours per Day | 40 | Hours per Week |
| 2FT | Routine Cleaners | 16 | Hours per Day | 80 | Hours per Week |
| 1FT | Routine/Lunch Relief | 8 | Hours per Day | 40 | Hours per Week |
| | | | Total | 280 | Hours per Week |

## C-Tour 3:00PM to 11:30PM Weekends

| | | | | | |
|---|---|---|---|---|---|
| 1PT | Routine Supervisor | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Station C1 Cleaner | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Station C2 Cleaner | 8 | Hours per Day | 16 | Hours per Week |
| 1PT | Station C3 Cleaner | 8 | Hours per Day | 16 | Hours per Week |
| 2PT | Routine Cleaners | 16 | Hours per Day | 32 | Hours per Week |
| 1PT | Routine/Lunch Relief | 8 | Hours per Day | 16 | Hours per Week |
| | | | Total | 112 | Hours per Week |

TOTAL WEEKLY HOURS 1200

# Question 19

Do you plan to provide a project supervisor in addition a tour supervisor?

# Question 19 Response

**Our experience at the LGA Parking Lots is extensive and we agreed with the Port Authority that eliminating the project supervisor was a good way to make the contract more economical, without diminishing service.**

**Currently we have 1 Routine Project F/T Supervisor with a salary differential of $2.72 more per hour then our regular supervisor.**

**Staffing for A Tour 11:00 PM to 7:30 AM**

- **1 F/T Station**
- **2 F/T Sweeper Drivers**
- **2 F/T Project Workers**

# Question 20

If you plan to use equipment currently being utilized on the contract, have you taken into account replacement costs if the equipment does not last the potential (6) years of the new contract?

# Question 20 Response

**Yes, we have. Any equipment proposed for this should be mechanically sound and working properly throughout the life of the contract. It will be the responsibility of Cristi Cleaning to replace defective equipment.**

# Question 21

Provide an hourly breakdown for years (2) and (3) of the contract for cleaners and supervisors .

# Question 21 Response

**We have made the hourly breakdown for years (2) and (3) and have included the cost calculations along with the written presentation.**

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
CLEANER
YEAR TWO

| | | |
|---|---|---|
| ITEM #1<br>DIRECT WAGES<br>NUMBER OF EMPLOYEES | $ 13.50<br>35 | item 1 |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | $ 3.00 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.31 | 6 |
| VACATION ALLOWANCE | $ 0.52 | 10 |
| SICK TIME ALLOWANCE | $ 0.15 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | $ 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 17.53 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.11 | |
| N.Y.S.U.I. | $ 0.49 | |
| F.U.I. | $ 0.12 | |
| WORKERS' COMPENSATION | $ 0.87 | |
| GENERAL LIABILITY INSURANCE | $ 0.87 | |
| DISABILITY INSURANCE | $ 0.11 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ 1.09 | |
| UNIFORMS | $ 0.26 | |
| EQUIPMENT | $ 1.12 | |
| MATERIALS | $ 0.30 | |
| SUPPLIES | $ 0.48 | |
| PARKING/TRANSPORTATION | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ 27.27 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
CLEANER
YEAR THREE

| | | |
|---|---|---|
| ITEM #1<br>DIRECT WAGES<br>NUMBER OF EMPLOYEES | $ 13.91<br>35 | item 1 |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | $ 3.00 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.32 | 6 |
| VACATION ALLOWANCE | $ 0.54 | 10 |
| SICK TIME ALLOWANCE | $ 0.16 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | $ 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 17.98 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.15 | |
| N.Y.S.U.I. | $ 0.51 | |
| F.U.I. | $ 0.12 | |
| WORKERS' COMPENSATION | $ 0.90 | |
| GENERAL LIABILITY INSURANCE | $ 0.90 | |
| DISABILITY INSURANCE | $ 0.11 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY _____ | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ 1.09 | |
| UNIFORMS | $ 0.26 | |
| EQUIPMENT | $ 1.12 | |
| MATERIALS | $ 0.30 | |
| SUPPLIES | $ 0.48 | |
| PARKING/TRANSPORTATION | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY _____ | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ 27.84 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
SUPERVISOR
YEAR TWO

| | | |
|---|---|---|
| ITEM #1<br>DIRECT WAGES | $ 16.68 | item 1 |
| NUMBER OF EMPLOYEES | 7 | |
| ITEM #2<br>HEALTH BENEFITS<br>HEALTH | $ 3.00 | |
| ITEM #3<br>SUPPLEMENTAL BENEFITS<br>(ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ 0.39 | 6 |
| VACATION ALLOWANCE | $ 0.64 | 10 |
| SICK TIME ALLOWANCE | $ 0.19 | 3 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS<br>SPECIFY PERSONAL DAY | $ 0.07 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ 20.97 | sub total 1,2,3 |
| ITEM #4<br>TAXES AND INSURANCE<br>(ITEMS NOT REQUIRED BY LAW) | | |
| F.I.C.A. | $ 1.60 | |
| N.Y.S.U.I. | $ 0.71 | |
| F.U.I. | $ 0.17 | |
| WORKERS' COMPENSATION | $ 1.26 | |
| GENERAL LIABILITY INSURANCE | $ 1.26 | |
| DISABILITY INSURANCE | $ 0.15 | |
| OTHER TAXES AND INSURANCE<br>SPECIFY _____ | $ | |
| ITEM #5<br>ADDITIONAL COMPONENTS<br>(IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $ | |
| UNIFORMS | $ 0.17 | |
| EQUIPMENT | $ | |
| MATERIALS | $ | |
| SUPPLIES | $ | |
| RELIEF | $ | |
| ROLL CALL | $ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE<br>SPECIFY _____ | $ | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ 28.24 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
SUPERVISOR
YEAR THREE

| | | | |
|---|---|---|---|
| ITEM #1 | | $ 17.18 | item 1 |
| DIRECT WAGES | | | |
| NUMBER OF EMPLOYEES | | 7 | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | | $ 3.00 | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | | $ 0.40 | 6 |
| VACATION ALLOWANCE | | $ 0.66 | 10 |
| SICK TIME ALLOWANCE | | $ 0.20 | 3 |
| PENSION | | $ | |
| WELFARE | | $ | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | | $ 0.07 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | | $ 21.51 | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | | $ 1.65 | |
| N.Y.S.U.I. | | $ 0.73 | |
| F.U.I. | | $ 0.17 | |
| WORKERS' COMPENSATION | | $ 1.29 | |
| GENERAL LIABILITY INSURANCE | | $ 1.29 | |
| DISABILITY INSURANCE | | $ 0.16 | |
| OTHER TAXES AND INSURANCE | | $ | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | | $ | |
| UNIFORMS | | $ 0.17 | |
| EQUIPMENT | | $ | |
| MATERIALS | | $ | |
| SUPPLIES | | $ | |
| RELIEF | | $ | |
| ROLL CALL | | $ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | | $ | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | | $ 28.92 | |

# Question 22

Your proposal mentions goods/services such as business equipment and supplies, materials, uniforms, gloves etc. Provide the names of the Port Authority certified M/WBE's that will provide these services and indicate the estimated dollar amount for each M/WBE participant.

# Question 22 Response

**Cristi Cleaning Services is a SBE/MBE business, certified by the Port Authority, we will perform 100% of the cleaning services and we intend to sub-contract for materials, supplies and equipment.**

| | | |
|---|---|---|
| **Chief Equipment** | **Snow Supplies** | **$ 28,790.00** |
| **John Earl Company** | **Cleaning Supplies** | **$ 8,500.00** |
| **SunRock** | **Vehicle Tires** | **$ 5,000.00** |

# Why Cristi Cleaning?

Cristi Cleaning is a certified MBE/SBE

Cristi Cleaning has shown steady growth since 1980

We are committed to the latest technologies and safety procedures

Our management and ownership is hands-on

Our employee turnover at the Port Authority is virtually non-existent

We have been working with the Port Authority since 1995 and our experience is unmatched

Cristi Cleaning has been exceeding customer expectations for the last 27 years

# *Cristi Cleaning Service Corporation*

## PROPOSAL FOR

## GENERAL CLEANING OF PARKING LOTS

## AT LA GUARDIA AIRPORT

SOLICITATION #: 14039

**Cristi Cleaning Service Corporation**
77 Trinity Place
Hackensack, NJ 07601-4328
Phone: (201) 883-1717
Fax: (201) 883-1212
www.cristicleaningservice.com

# General Cleaning of Parking Lots at

# La Guardia Airport

# Solicitation # 14039


| Section | Title | Page |
|---|---|---|
| N/A | Letter of Transmittal (7.A) | N/A |
| 1.0 | Executive Summary (7.B) | 1 |
| 2.0 | Agreement on Terms of Discussion (7.C) | 2 |
| 3.0 | Certifications with Respect to the Contractor's Integrity Provisions (7.D) | 3 |
| 4.0 | Documentation of Prerequisites (7.E) (3) | 4 |
| 5.0 | Financial Information (4) | 5 |
| 6.0 | Proposal (7.F) | 6 |
| 6.1 | Cost Proposal (7.F.1) (5.A) | 6 |
| 6.2 | Management (7.F.2) (5.C) | 7 |
| 6.2.1 | Company Full-Time Employees (7.F.2.a) | 7 |
| 6.2.2 | Staffing for this Contract (7.F.2.b) | 8 |
| 6.2.3 | Implementing and Managing the Required Services (7.F.2.c) | 9 |
| 6.2.3.1 | Plan to Ensure Compliance with Contract Requirements | 9 |
| 6.2.3.2 | Wages and Benefits Compliance | 10 |
| 6.2.3.3 | Insurance | 11 |
| 6.2.3.4 | M/WBE Participation Plan | 11 |
| 6.2.3.5 | Proposed Minimum Service Standards, Concepts or Procedures | 12 |
| 6.2.4 | Holidays, Vacation and Sick Days, Welfare, and Other Supplemental Benefits | 13 |
| 6.2.4.1 | Implementing and Administering Benefits | 14 |
| 6.2.5 | Wage and Supplemental Plan for the Contract (7.F.2.e) | 15 |
| 6.2.6 | Self Assessment Plan (7.F.2.f) | 17 |
| 6.3 | Company Technical Expertise and Past Experience (7.F.3.a) | 18 |
| 6.3.1 | Qualifications and Experience 7.F.3.b) | 19 |
| 6.3.2 | Employee Management Program (7.F.3.c) | 20 |
| 6.3.3 | Cleaning Related Training | 20 |
| 6.3.4 | Security Training | 22 |
| 6.3.5 | OSHA Compliance | 23 |

6.3.6 Quality Assurance/Quality Control Program ..... 23
6.3.7 Quality Assurance Organization ..... 24
6.3.8 Project Manager Quality Assurance Responsibilities ..... 24
6.3.9 Contract Employees ..... 25
6.3.10 Quality Control Program ..... 26
6.3.11 Quality Control Forms/Schedules ..... 28
6.3.12 Payroll Processing ..... 29
6.3.13 Recruitment Procedures ..... 29
6.3.14 Staffing Retention Plan ..... 30
6.3.15 Disciplinary Procedures ..... 30
6.3.16 Company Technical Expertise and Past Expertise (7.F.3.d) ..... 32
6.3.17 Information Related to the Requirements (7.F.3.D) ..... 33
6.3.18 Identity Check/Background Screening Plan (7.F.3.E) ..... 33
7.0 Acknowledgement of Addendum (7.G) ..... 34
8.0 Acceptance of Standard Contract Terms and Conditions (7.H) ..... 35
9.0 M/WBE Plan (7.1) (6) ..... 36

Cristi Cleaning

77 Trinity Place
Hackensack, NJ 07601

p: 201-883-1717
f: 201-883-1212

October 23, 2007

Mr. Robert E. Veit, C.P.M.
Senior Contracts Specialist
Purchasing Services Division
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010

Re: Bid Number 14039
General Cleaning of Parking Lots at La Guardia Airport

Dear Mr. Veit:

We are pleased to submit on behalf of Cristi Cleaning Service Corp. our proposal for General Cleaning of Parking Lots at La Guardia Airport.

We are delighted to participate in this procurement activity and view this contract as a partnership between the PA and CRISTI. We are proud of our history providing cost effective, responsive and quality service, and look forward to working with you and becoming a valued member of your team.

CRISTI has been providing similar service to that of this procurement since 1980. We are proposing as a single entity, having the capability to provide all the required services with our own experienced staff.

As Vice President and Chief Operating Officer (VP/COO) of CRISTI, I have full authority to negotiate and execute the contract. All questions or issues related to the RFP can be addressed to:

Ricardo Lopez, VP/COO
(201) 883-1717

*CRISTI is registered with the PORT AUTHORITY as a Small Minority Business Enterprise (SMBE) and a Small Woman Owned Business Enterprise (SWBE). We do not plan to use any subcontractors for this contract.*

*The officers of CRISTI CLEANING SERVICE, INC. are:*

| | | |
|---|---|---|
| *President* | *Cristina Lopez* | *591 Jackson Avenue*<br>*Washington Township, NJ 07606* |
| *VP/Sec* | *Ricardo Lopez* | *591 Jackson Avenue*<br>*Washington Township, NJ 07606* |

*We are attaching a copy of our Certificate of Incorporation along with a declaration by the Corporate Secretary as to its authenticity.*

*The content of our proposal adheres to the format defined in Section 7 and addresses the evaluation areas specified in Section 5.*

*We take no exceptions or deviations to the requirements of the solicitation or the proposed contract and our proposal is fully compliant with your instructions. We acknowledge the receipt of all Amendments.*

*Sincerely,*

*Ricardo Lopez, VP/Sec*

FILED

JAN 30 1980

DONALD LAN
SECRETARY OF STATE

C-100

# Certificate of Incorporation

## of

*THIS IS TO CERTIFY THAT, there is hereby organized a corporation under and by virtue of N. J. S. 14A:1-1 et seq., the "New Jersey Business Corporation Act."*

1. *The name of the Corporation is:* CRISTI CLEANING SERVICE CORP

2. *The address of the Corporation's initial registered office is:*
449 Central Ave (Apt. 5)
Jersey City, N.J. 07307
*and the name of the registered agent at such address is:* RICARDO LOPEZ

3. *The purposes for which this Corporation is organized is:* GENERAL

*To engage in any activity within the purposes for which Corporations may be organized under the "New Jersey Business Corporation Act." N. J. S. 14A 1-1 et seq.*

4. *The aggregate number of shares which the Corporation shall have authority to issue is:*
*PAR* 100 $1.00
*NO PAR*

5. *The first Board of Directors of this Corporation shall consist of* one *Directors and the name and address of each person who is to serve as such Director is:*

| *Name* | *Address* | *Zip Code* |
|---|---|---|
| RICARDO LOPEZ | 449 Central Ave (Apt 5<br>Jersey City, N.J. 07307 | 07307 |

6. *The name and address of each incorporator is:*

| *Name* | *Address* | *Zip Code* |
|---|---|---|
| Ricardo Lopez | 449 Central Ave (Apt 5)<br>Jersey City N.J. | 07307 |

*In Witness Whereof, each individual incorporator, being over eighteen years of age has signed this Certificate; or if the Incorporator be a corporation has caused this Certificate to be signed by its duly authorized officers this* 30th *day of* January *19* 80

Ricardo Lopez

RICARDO LOPEZ

I, The Secretary of State of the State of New Jersey, DO HEREBY CERTIFY that the foregoing is a true copy of CERTIFICATE OF Incorporation and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the 30th day of Jan., A.D. 1980 and now remaining on file and of record therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 30th day of January 1980, A.D.

SECRETARY OF STATE
DONALD LAN

# DECLARATION

I Ricardo Lopez, Secretary of CRISTI CLEANING SERVICE, INC. do hereby attest that the Certificate of Incorporation attached hereto is a true copy as of the date of the opening of this proposal.

DATE 10/23/07

BY _____
Ricardo Lopez, Sec.

_____
Corporate Seal

## 1.0 Executive Summary (7.B)

Cristi Cleaning Service Corporation (Cristi Cleaning Service) is pleased to participate in this procurement process by the Port Authority of New York/New Jersey to acquire General Cleaning of Parking Lots at LaGuardia Airport. Cristi Cleaning Service is a small, disadvantaged, Hispanic, Woman-Owned business, certified by the Port Authority as a Minority Business Enterprise and a Woman-Owned Business Enterprise and by the City of New York as a Minority and Woman-Owned Business Enterprise. Our Port Authority Vendor Number is 105214. We welcome the opportunity to provide the services required by this solicitation.

Our proposal for this effort presents the information required by the solicitation and we are confident this information shows that we have the experience, knowledge, capabilities and expertise necessary to ensure comprehensive, professional and timely services. Our proposal consists of our cost proposal which we firmly believe offers the Port Authority a fair and equitable price for the services required. In our proposal we discuss our management approach to the required services; our experience, financial and management capability to ensure successful performance; our staffing management methodologies that will provide the requisite oversight and management necessary to perform; our identity check/background screening plan to ensure only qualified and cleared personnel are hired and kept on the job. We invite evaluators to review our proposal to assure them that we understand the requirements and have the processes, procedures and resources necessary to provide comprehensive general cleaning services for the parking lots at LaGuardia Airport.

## 2.0 Agreement On Terms Of Discussion (7.C)

Immediately following this page of our proposal we have include the completed and signed Agreement on Terms of Discussion, Attachment A of the solicitation.

## ATTACHMENT A

## AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at *http://www.panynj.gov/AbouttthePortAuthority/ContactInformation/foi_policy.html*, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

CRISTI CLEANING SERVICE
(Company)

(Signature)

V. P
(Title)

10/24/07
(Date)

**ORIGIONAL AND PHOTOCOPIES OF THIS PAGE ONLY.**
**DO NOT RETYPE.**

## 3.0 Certifications With Respect To Cristi's Integrity Provisions (7.D)

In accordance with the solicitation, Cristi Cleaning Service, by signing the Letter of Transmittal, hereby makes the certification in the Contractor's Integrity Provisions, included as Section III in Part II of Attachment B entitled "Standard Contract Terms and Conditions." We take no exceptions or deviations to the contract terms or conditions.

## 4.0 Documentation of Prerequisites (7.E) (3)

Cristi Cleaning Service is certified by the Port Authority of NY/NJ as a Small Business Enterprise and as a Minority Business Enterprise as defined in Attachment B, Part IV, Section I of the Standard Terms and Conditions, in the Janitorial Maintenance Program. The New York City Department of Small Business Services further certifies us as a Minority and Woman-owned Business Enterprise. We have included copies of these certifications immediately following this page of our proposal.

# THE PORT AUTHORITY OF NY & NJ

**Anthony R. Coscia**
*Chairman*

**Joseph J. Seymour**
*Executive Director*

# *Certified*

By

Business and Job Opportunity

# *Cristi Cleaning Services Corp.*

## Certificate PA-2093

This certificate acknowledges that the above named firm is certified as a **Small Business Program**. **(Janitorial Services)**. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for two years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a Verification Statement attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions. Please reference the above number on all correspondence directed to this office.

Wilfred Chabrier
General Manager
Certified: June 12, 2003

Rosemary Jenkins-Varela
Manager, Operational Support & Compliance
Scheduled Re-evaluation June 11, 2008

Form: 6/10/93 S_J

**THE PORT AUTHORITY OF NY & NJ**

**Anthony R. Coscia**
*Chairman*

**Joseph J. Seymour**
*Executive Director*

# *Certified*

*by*

Business and Job Opportunity

# *Cristi Cleaning Services Corp.*

## Certificate PA-2093

This certificate acknowledges that the above named firm is certified as a **Minority Business Enterprise.** This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a Verification Statement attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions. Please reference the above number on all correspondence directed to this office.

Wilfred Chabrier
General Manager
Certified: June 12, 2003

Rosemary Jenkins-Varela
Manager, Operational Support & Compliance
Scheduled Re-evaluation: June 11, 2008

Form: 6/10/93 S_J

# CRISTI CLEANING SERVICE

## BEST PERFORMANCE

*Cleanliness, Condition and Functionality*

*Award Winner*

*May 2006*

*LGA*

## 5.0 Financial Information (4)

Immediately following this page of our proposal, we have included our financial statements for 2006, as well as two existing letters of credit that attest to our financial stability. Our banking information is as follows:

North Fork Bank
357 Central Avenue
Jersey City, NJ 07307
POC: Mr. Alfred B. Nunan
Phone: 973-439-7614

Our Federal Tax Identification Number is Ex. 1

Our DUNS Number is 044686947.

Immediately following our financial statements and letters of credit, we have included a listing or work on hand to show the breadth of our experience.

CRISTI CLEANING SERVICE CORP.

FINANCIAL STATEMENTS

DECEMBER 31, 2006

Howard Komendant, CPA, P.C.
Certified Public Accountant

MEMBER
CPA
NETWORK, INC.

Howard Komendant, CPA, P.C.
Certified Public Accountant

56 Idaho Street
Passaic, New Jersey 07055
Tel: (973) 614-9300
Fax: (973) 614-9282

111 John Street
Suite 1710
New York, New York 10038
Tel: (212) 385-9760
Fax: (212) 385-8551

# ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Shareholders
Cristi Cleaning Service Corp
Hackensack, New Jersey

I have reviewed the accompanying balance sheet of Cristi Cleaning Service Corp as of December 31, 2006, and the related statements of income and retained earnings and cash flows, and supplementary information for the years then ended, in accordance with Statements of Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information in these financial statements is the representation of the management of Cristi Cleaning Service Corp.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, I do not express such an opinion.

Management has elected to omit substantially all of the disclosures and the statements of cash flows required by generally accepted accounting principles. If the omitted disclosures and statements of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Howard Komendant CPA PC

March 19, 2007

MEMBER
CPA
NETWORK, INC.
WISDOM FOR YOUR BUSINESS

CRISTI CLEANING SERVICE CORP.
BALANCE SHEET
DECEMBER 31, 2006

ASSETS

| | | |
|---|---|---|
| CURRENT ASSETS: | | |
| Cash | $ 711,106 | |
| Accounts receivable | 3,606,577 | |
| Inventory | 39,871 | |
| Prepaid expenses | 42,386 | |
| TOTAL CURRENT ASSETS | | $4,399,940 |
| FIXED ASSETS: | | |
| Furniture and fixtures | 3,604 | |
| Equipment | 1,481,813 | |
| Transportation equipment | 228,278 | |
| Leasehold improvements | 8,633 | |
| | 1,722,328 | |
| Less: accumulated depreciation | 1,354,650 | |
| TOTAL FIXED ASSETS | | 367,678 |
| OTHER ASSETS: | | |
| Security deposits | 4,810 | |
| Shareholder loans | 38,063 | |
| Due from affiliate | 5,000 | |
| TOTAL OTHER ASSETS | | 46,873 |
| | | $4,814,491 |

LIABILITIES AND STOCKHOLDERS' EQUITY

| | | |
|---|---|---|
| CURRENT LIABILITIES: | | |
| Accounts payable and accrued expenses | $ 313,722 | |
| Sales tax payable | 5,021 | |
| Corporate taxes payable | 8,063 | |
| TOTAL CURRENT LIABILITIES | | $ 326,806 |
| STOCKHOLDERS' EQUITY | | |
| Common stock - $1 par value, 1000 shares, authorized issued and outstanding | $ 1,000 | |
| Additional paid-in capital | 18,750 | |
| Retained earnings | 4,467,935 | |
| TOTAL STOCKHOLDERS' EQUITY | | 4,487,685 |
| | | $4,814,491 |

See accountants' review report

CRISTI CLEANING SERVICE CORP.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2006

| | | |
|---|---|---|
| SALES: | | |
| General fees | $11,632,936 | |
| Section 8(a) jobs | 1,130,933 | |
| TOTAL SALES | | $12,763,869 |
| COST OF SALES | | 9,513,693 |
| GROSS PROFIT | | 3,250,176 |
| OPERATING EXPENSES: | | |
| Selling expenses | 376,037 | |
| General and administrative expenses | 1,326,700 | |
| Taxes other than on income | 886,121 | |
| Interest expense | 4,620 | |
| Depreciation expense | 141,692 | |
| TOTAL OPERATING EXPENSES | | 2, 735,170 |
| | | 515,006 |
| OTHER INCOME: | | |
| Interest income | | 4,781 |
| INCOME BEFORE INCOME TAXES | | 519,787 |
| PROVISION FOR INCOME TAXES | | 14,500 |
| NET INCOME | | 505,287 |
| Retained earnings, beginning | | 3,962,648 |
| Retained earnings, end | | $4,467,935 |

See accountants' review report

Howard Komendant, CPA, P.C.
Certified Public Accountant

MEMBER CPA NETWORK, INC.

SUPPLEMENTARY INFORMATION

CRISTI CLEANING SERVICE CORP.
SCHEDULE OF COST OF GOODS SOLD
FOR THE YEAR ENDED DECEMBER 31, 2006

| | |
|---|---|
| Beginning inventory | $ 35,850 |
| Supply cost | 788,496 |
| Fuel for sweepers | 18,798 |
| Labor | 8,658,110 |
| Uniforms | 52,310 |
| Cost of goods available for sale | 9,553,564 |
| Ending inventory | 39,871 |
| Cost of goods sold | $9,513,693 |

See accountants' review report

CRISTI CLEANING SERVICE CORP.
SCHEDULE OF SELLING EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2006

| | |
|---|---|
| Officer salary | $136,000 |
| Meals and entertainment | 7,087 |
| Advertising | 1,559 |
| Auto and truck expense | 155,037 |
| Gifts | 3,036 |
| Commissions | 73 318 |
| | $376,037 |

See accountants' review report

CRISTI CLEANING SERVICE CORP.
SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2006

| | |
|---|---|
| Officer salary | $136,000 |
| Other salaries | 120,608 |
| Rent | 27,017 |
| Utilities | 4,903 |
| Repairs and maintenance | 6,945 |
| Office expense | 19,595 |
| Payroll charges | 5,919 |
| Telephone | 39,184 |
| Supplies | 27,756 |
| Postage | 11,332 |
| Professional fees | 33,064 |
| General insurance | 195,268 |
| Disability insurance | 11,684 |
| Health insurance | 55,316 |
| Workmen's compensation insurance | 142,540 |
| Dues and subscriptions | 3,232 |
| Bank charges | 839 |
| Travel | 7,019 |
| Employee benefits | 465,734 |
| Miscellaneous expenses | 12,745 |
| | $1,326,700 |

See accountants' review report

Howard Komendant, CPA, P.C.
Certified Public Accountant

MEMBER CPA NETWORK. INC.

CRISTI CLEANING SERVICE CORP.
SCHEDULE OF TAXES OTHER THAN ON INCOME
FOR THE YEARS ENDED DECEMBER 31, 2006

| | |
|---|---|
| FICA expense | $ 676,758 |
| Federal unemployment insurance | 24,617 |
| New Jersey unemployment insurance | 31,675 |
| New York State unemployment insurance | 151,237 |
| Sales taxes | 1,834 |
| | $886,121 |

See accountants' review report

Howard Komendant, CPA, P.C.
Certified Public Accountant

MEMBER CPA NETWORK INC

Cristi Cleaning

77 Trinity Place
Hackensack, NJ 07601

p: 201-883-1717
f: 201-883-1212

October 19, 2007

To Whom It May Concern:

Please be advised that Cristi Cleaning's financial results for 2007 is as good as those for 2006.

If you have any questions or need additional information, please feel free to contact me directly.

Very truly yours,

Ricardo Lopez
Vice President

**North Fork** Bank

October 19, 2007

Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601

To whom it may concern:

Cristi Cleaning Service Corp. has been a customer of the Bank for over 20years. Credit has been extended over the past several years and the bank presently provides a $1.5 million line of credit with a current outstanding balance of zero. The line has been handled in a prompt and business like manner. The bank considers Cristi Cleaning service a valued customer and highly recommends them.

Regards,

Konstantin Yusipov
Branch Manager
North Fork Bank
357 Central Avenue
Jersey City, NJ 07307
Ph: 201.420.2835
Fx: 201.420.1446

**North Fork** Bank

October 19, 2007

Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601

To whom it may concern:

Cristi Cleaning Service Corp. has been a customer of the Bank for over 20years. Credit has been extended over the past several years and the bank presently holds a low seven figure line of credit with a current outstanding balance of zero. The line has been handled in a prompt and business like manner. The bank considers Cristi Cleaning service a valued customer and highly recommends them.

Regards,

Konstantin Yusipov
Branch Manager
North Fork Bank
357 Central Avenue
Jersey City, NJ 07307
Ph: 201.420.2835
Fx: 201.420.1446

UBS

UBS Financial Services Inc.
331 Newman Springs Road
Building 1, 3rd Floor
Red Bank, NJ 07701-6745
Tel. 732-219-7200
Fax 732-842-0177
Toll Free 800-221-0705

www.ubs.com

October 19, 2007

To Whom It May Concern:

Please be advised that Cristi Cleaning has an available line of Credit with UBS Financial Services Inc in the amount of $1,000,000.00 (One Million Dollars).

If we may be of further assistance, please do not hesitate to contact us.

Thank you.

Very truly yours,

Michael J. Kosik
Vice President – Investments
Financial Advisor

MJK/ms
Encl

UBS Financial Services Inc. is a subsidiary of UBS AG.

## 6.0 Proposal (7.F)

Cristi Cleaning Service is pleased to present our proposal for General Cleaning of Parking Lots at LaGuardia Airport. Our proposal consists our Cost Proposal; our Management Approach; our experience, financial and management capability; our staffing management; our identity check/background screening plan. We are confident our proposal shows we understand the requirements and that we have the resources, skills, knowledge, experience and capabilities necessary to provide professional, timely and cost-effective performance.

## 6.1. Cost Proposal (7.F.1) (5.A)

Immediately following this page is our cost proposal for providing the required services. This is presented on Attachment B, Part III, Cost Proposal Form, Attachment C, and Calculation of Hourly Rate Form. We are confident that we are offering the Port Authority a price that is fair and equitable for the services required.

**ATTACHMENT B – PART III**

COST PROPOSAL FORM

**FIRST YEAR**

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$ 1,705,405.57

| **Snow Removal** | **Estimated Annual No. of Hours** | | **Price Per Hour** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $ 21.00 | = | $ 42,000.00 |
| **Training** | 600 | X | $ 21.00 | = | $ 12,600.00 |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | | **Price Per Hours/Sq. Ft/ Item** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Cleaner Service | 1,000 hrs. | X | $ 21.00 per hr. | = | $ 21,000.00 |
| Machine Sweeping | 30,000 sq. ft. | X | $ 0.005 per hr. | = | $ 150.00 |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $ 0.20 per hr. | = | $ 200.00 |
| Wash/Rinse Light Fixtures | 50 Fixtures | X | $ 4.25 per hr. | = | $ 212.50 |
| Walls/Signs Wash/Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |
| Bus Shelters Wash/Rinse | 30,000 sq. ft. | X | $ 0.02 per hr. | = | $ 600.00 |
| Lavatories Through Clean | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |
| Booths Wash and Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = | $ 50.00 |

Total Estimated Annual Price $ 22,312.50

**A. Estimated Annual Contract Price First Year $ 1,782,318.07**
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

**ATTACHMENT B – PART III**

COST PROPOSAL FORM

**SECOND YEAR**

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$ 1,751,429.88

| **Snow Removal** | **Estimated Annual No. of Hours** | | **Price Per Hour** | = **Estimated Annual Price** |
|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $ 22.00 | = $ 44,000.00 |
| **Training** | 600 | X | $ 22.00 | = $ 13,200.00 |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | | **Price Per Hours/Sq. Ft/ Item** | = **Estimated Annual Price** |
|---|---|---|---|---|
| Cleaner Service | 1,000 hrs. | X | $ 22.00 per hr. | = $ 22,000.00 |
| Machine Sweeping | 30,000 sq. ft. | X | $ 0.005 per hr. | = $ 150.00 |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $ 0.20 per hr. | = $ 200.00 |
| Wash/Rinse Light Fixtures | 50 Fixtures | X | $ 4.25 per hr. | = $ 212.50 |
| Walls/Signs Wash/Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |
| Bus Shelters Wash/Rinse | 30,000 sq. ft. | X | $ 0.02 per hr. | = $ 600.00 |
| Lavatories Through Clean | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |
| Booths Wash and Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |

Total Estimated Annual Price $ 23,312.50

**A. Estimated Annual Contract Price Second Year $ 1,831,942.38**
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

**ATTACHMENT B – PART III**

COST PROPOSAL FORM

**THIRD YEAR**

**Routine and Periodic Cleaning** — **Annual Lump Sum Price**

$ 1,798,630.52

| **Snow Removal** | **Estimated Annual No. of Hours** | | **Price Per Hour** | = **Estimated Annual Price** |
|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $ 23.00 | = $ 46,000.00 |
| **Training** | 600 | X | $ 23.00 | = $ 13,800.00 |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | | **Price Per Hours/Sq. Ft/ Item** | = **Estimated Annual Price** |
|---|---|---|---|---|
| Cleaner Service | 1,000 hrs. | X | $ 23.00 per hr. | = $ 23,000.00 |
| Machine Sweeping | 30,000 sq. ft. | X | $ 0.005 per hr. | = $ 150.00 |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $ 0.20 per hr. | = $ 200.00 |
| Wash/Rinse Light Fixtures | 50 Fixtures | X | $ 4.25 per hr. | = $ 212.50 |
| Walls/Signs Wash/Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |
| Bus Shelters Wash/Rinse | 30,000 sq. ft. | X | $ 0.02 per hr. | = $ 600.00 |
| Lavatories Through Clean | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |
| Booths Wash and Rinse | 1,000 sq. ft. | X | $ 0.05 per hr. | = $ 50.00 |

Total Estimated Annual Price $ 24,312.50

**A. Estimated Annual Contract Price Third Year $ 1,882,743.02**
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

| | | |
|---|---|---|
| **A.** | **Estimated Annual Contract Price First Year** | **$** 1,782,318.07 |
| **B.** | **Estimated Annual Contract Price Second Year** | **$** 1,831,942.38 |
| **C.** | **Estimated Annual Contract Price Third Year** | **$** 1,882,743.02 |
| **Total Estimated Contract Price Three (3) Years** | | **$** 5,497,003.47 |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
SUPERVISOR
YEAR ONE

| | | | |
|---|---|---|---|
| ITEM #1 | | | |
| DIRECT WAGES | $ | 16.19 | item 1 |
| NUMBER OF EMPLOYEES | | 7 | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | $ | 3.00 | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $ | 0.37 | 6 |
| VACATION ALLOWANCE | $ | 0.62 | 10 |
| SICK TIME ALLOWANCE | $ | 0.25 | 3 |
| PENSION | $ | | |
| WELFARE | $ | | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | $ | 0.06 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | $ | 20.49 | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | $ | 1.57 | |
| N.Y.S.U.I. | $ | 0.70 | |
| F.U.I. | $ | 0.16 | |
| WORKERS' COMPENSATION | $ | 1.22 | |
| GENERAL LIABILITY INSURANCE | $ | 1.22 | |
| DISABILITY INSURANCE | $ | 0.14 | |
| OTHER TAXES AND INSURANCE | $ | | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | $ | | |
| UNIFORMS | $ | 0.17 | |
| EQUIPMENT | $ | | |
| MATERIALS | $ | | |
| SUPPLIES | $ | | |
| RELIEF | $ | | |
| ROLL CALL | $ | | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ | | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | $ | 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | $ | 27.62 | |

PROPOSER NAME: CRISTI CLEANING SERVICE PROPOSAL NUMBER: 14039

GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT
CLEANER
YEAR ONE

| | | | |
|---|---|---|---|
| ITEM #1 | | $ 13.10 | item 1 |
| DIRECT WAGES | | | |
| NUMBER OF EMPLOYEES | | 35 | |
| ITEM #2 | | | |
| HEALTH BENEFITS | | | |
| HEALTH | | $ 3.00 | |
| ITEM #3 | | | |
| SUPPLEMENTAL BENEFITS | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | | $ 0.31 | 6 |
| VACATION ALLOWANCE | | $ 0.51 | 10 |
| SICK TIME ALLOWANCE | | $ 0.21 | 3 |
| PENSION | | $ | |
| WELFARE | | $ | |
| OTHER SUPPLEMENTAL BENEFITS | | | |
| SPECIFY PERSONAL DAY | | $ 0.05 | 1 |
| SUB TOTAL (ITEMS #1, 2 & 3) | | $ 17.18 | sub total 1,2,3 |
| ITEM #4 | | | |
| TAXES AND INSURANCE | | | |
| (ITEMS NOT REQUIRED BY LAW) | | | |
| F.I.C.A. | | $ 1.084 | |
| N.Y.S.U.I. | | $ 0.482 | |
| F.U.I. | | $ 0.113 | |
| WORKERS' COMPENSATION | | $ 0.850 | |
| GENERAL LIABILITY INSURANCE | | $ 0.850 | |
| DISABILITY INSURANCE | | $ 0.103 | |
| OTHER TAXES AND INSURANCE | | $ | |
| SPECIFY | | | |
| ITEM #5 | | | |
| ADDITIONAL COMPONENTS | | | |
| (IF APPLICABLE) | | | |
| VEHICLE/MTCE/FUEL | | $ 1.09 | |
| UNIFORMS | | $ 0.26 | |
| EQUIPMENT | | $ 1.12 | |
| MATERIALS | | $ 0.30 | |
| SUPPLIES | | $ 0.48 | |
| PARKING/TRANSPORTATION | | $ 0.47 | |
| TENNANT MAINTENANCE/REPAIRS | | $ 0.50 | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | | $ | |
| SPECIFY | | | |
| GENERAL ADMINISTRATIVE COST, OVERHEAD AND PROFIT | | $ 1.95 | |
| **TOTAL (ITEMS #1, 2, 3, 4 AND 5)** | | $ 26.83 | |

# Monthly Lump Sum Breakdown

| | | |
|---|---|---|
| Direct Labor | $ | 73,298.20 |
| Supplemental Benefits | $ | 7,705.20 |
| Health Plan | $ | 15,600.00 |
| Taxes and Insurance | $ | 19,910.63 |
| Uniforms | $ | 675.00 |
| Equipment | $ | 4,143.23 |
| Supplies | $ | 1,638.00 |
| Parking/Transportation | $ | 1,630.00 |
| Maintenance Plan | $ | 1,170.00 |
| Repairs/Tires | $ | 970.00 |
| Gasoline | $ | 5,758.00 |
| Vehicle Insurance | $ | 622.00 |
| Nextel | $ | 360.00 |
| Miscellaneous | $ | 120.00 |
| O/P | $ | 8,516.87 |
| Total | $ | 142,117.13 |

# Cristi Cleaning Service
# La Guardia Airport-Parking Lots

## Solicitation # 14039

All Cristi Employees at La Guardia Parking Lots will receive the following increases:

| Current Salary | Contract Requirement | 1st Year | 2nd Year | 3rd Year |
|---|---|---|---|---|
| **Project/Routine Supervisor** | **Project/Routine Supervisor** | **Project/Routine Supervisor** | **Project/Routine Supervisor** | **Project/Routine Supervisor** |
| $18.36 | N/A | $18.91 | $19.48 | $20.07 |
| **Supervisor** | **Supervisor** | **Supervisor** | **Supervisor** | **Supervisor** |
| $15.73 | $16.19 | $16.19 | $16.68 | $17.18 |
| **Regular Cleaner** | **Regular Cleaner** | **Regular Cleaner** | **Regular Cleaner** | **Regular Cleaner** |
| $12.72 | $13.10 | $13.10 | $13.50 | $13.91 |
| **Sweeper Driver** | **Sweeper Driver** | **Sweeper Driver** | **Sweeper Driver** | **Sweeper Driver** |
| $13.46 | N/A | $13.87 | $14.29 | $14.72 |

In terms of Benefits:

| Supplemental Benefits |
|---|
| 6 Holidays |
| 2 Weeks Vacation |
| 3 Sick Days |
| 1 Personal Day |
| Employees Parking |
| Employees Transportation |
| Simple IRA Manager and Supervisors |

# Cristi Cleaning Service
# La Guardia Airport-Parking Lots
## Staffing Plan

## Solicitation # 14039

### Management

| | | | | | | |
|---|---|---|---|---|---|---|
| 1 FT | Manager | 5 Days a Week | 8 | Hours per Day | 40 | Hours per Week |
| 3 FT | Supervisors | 5 Days a Week | 24 | Hours per Day | 120 | Hours per Week |
| 3 PT | Weekend Supervisors | 2 Days a Week | 24 | Hours per Day | 48 | Hours per Week |
| 4FT/3PT | | | | Total | 208 | Hours per Week |

### Regular Cleaners

| | | | | | | |
|---|---|---|---|---|---|---|
| 1FT/1PT | Station A1 | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 1FT/1PT | Station B1 | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 1FT/1PT | Station C1 | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 1FT/1PT | Station B2 | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 1FT/1PT | Station C2 | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 1FT/1PT | Station B3 | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 1FT/1PT | Station C3 | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 3FT/3PT | Routine Cleaners (B) | 7 Days a Week | 24 | Hours per Day | 168 | Hours per Week |
| 3FT/3PT | Routine Cleaners (C) | 7 Days a Week | 24 | Hours per Day | 168 | Hours per Week |
| 1FT/1PT | Routine/Lunch Relief | 7 Days a Week | 8 | Hours per Day | 56 | Hours per Week |
| 1 PT | Routine Cleaner (S/S) | 2 Days a Week | 8 | Hours per Day | 16 | Hours per Week |
| 2 FT | Periodic Cleaners | 5 Days a Week | 16 | Hours per Day | 80 | Hours per Week |
| 16FT/15PT | | | | Total | 880 | Hours per Week |

### Sweeper Drivers

| | | | | | | |
|---|---|---|---|---|---|---|
| 2FT/2PT | Sweeper Drivers | 7 Days a Week | 16 | Hours per Day | 112 | Hours per Week |
| 2FT/2PT | | | | Total | 112 | Hours per Week |

| | |
|---|---|
| Manager | 40 Hours per week |
| Supervisors | 168 Hours per week |
| Regular Cleaners | 880 Hours per week |
| Sweeper Drivers | 112 Hours per week |
| Total Hours: | 1200 Hours per week |

Total of 22 Full Time and 20 Part Time Employees

## 6.2 Management (7.F.2) (5.C)

This section of our proposal outlines our management approach for this contract effort. We discuss the number of current full-time employees, as well as the number over the last three years; our proposed staffing for this contract effort; how we intend to implement and manage the required services; and our plan to provide holidays, vacations, sick days, welfare, retirement and other supplemental benefits. We firmly believe this information shows that we can and will fulfill all contract requirements and that we will be able to acquire and maintain a steady workforce to ensure performance continuity.

### 6.2.1 Company Full-time Employees (7.F.2.a)

Cristi Cleaning Service currently employs approximately 390 full-time employees on staff. Over the past three years, we have employed the following number of full-time employees:

2006 375

2005 360

2004 352

As is readily apparent, Cristi Cleaning Service is a company that continues to grow and prosper and the addition of this contract would not be a burden on our company.

## 6.2.2 Staffing for this Contract (7.F.2.b)

We have carefully reviewed the solicitation requirements and it is our intention to assign a total of 42 employees for this contract effort, providing 1,200 labor hours per week of general cleaning services to include management and supervision. The breakdown of personnel we intend to assign shown below.

| Position | # of Personnel |
|---|---|
| Contract Manager | 1 |
| Supervisors | 6 |
| General Cleaners | 31 |
| Sweeper Drivers | 4 |

We are confident that this number of personnel will enable us to manage, supervise and perform the various cleaning requirements as outlined in the solicitation. Our contract manager will be the primary point of contact for the Port Authority Representatives and will have total authority to act on behalf of Cristi Cleaning Service on all contractual matters. He will coordinate and supervise the activities of the Supervisors, Cleaners and Sweeper Drivers and will have a complete and current understanding of all contract requirements. The Contract Manager will maintain communication with the Port Authority staff and will attend daily briefings at the Service Contract Managers' Office to discuss operational and staff issues, as well as attending, on an as needed basis, additional meetings at the discretion of the Port Authority.

Working directly for the Contract Manager will be the supervisors. They will report directly to the Contract Manager and Port Authority on duty Supervisor or designee and will supervise all cleaning activities for which we are responsible. They will encourage and motivate employees through direct field contact on a daily basis. This will ensure that all staff is on post, dressed in complete and proper uniform and in compliance with all rules and regulations, ensuring that all staff are fulfilling their duties with enthusiasm and excellence. They will address any staffing and operational issues that may develop

during the hours of operation in our areas of responsibility. They will provide input and assistance to the Contract Manager on a daily basis to ensure the Contract Manager is completely up-to-date with the current status of our contract. Reporting directly to the supervisors will be the cleaners, sweeper drivers, and project workers.

### 6.2.3 Implementing and Managing the Required Services (7.F.2.C)

All basic parking lot policing and project work, management, and control tasks at LGA Parking Lots, as well as project-directed tasks that may arise throughout the life of the contract, will continue to be performed by Cristi's full-time contract personnel. This will be in strict accordance with time frames, frequencies, and quality standards set forth in the Request for Proposal commensurate with best commercial practices. We use our personnel, methods, equipment, processes and supplies to clean, service, manage, and maintain the facilities and grounds under our contract purview and in accordance with our Quality Program. Cristi supervisors, custodians, and drivers will be required throughout the life of the contract to protect the Port Authority of NY & NJ's property, to cooperate with their personnel, and to observe all industry and the Port Authority of NY & NJ's specific standards for personnel and facility safety.

#### 6.2.3.1 Plan to Ensure Compliance with Contract Requirements

The Project Manager will be the primary individual with responsibility for proper performance of all contract requirements. He will report directly to our corporate Vice President on all contract matters. This direct reporting to corporate ensures reporting of contract status and allows us to take proactive steps to make corrections, suggestions, etc. should that become necessary. The assigned Supervisors will work for, and report directly to, the Project Manager. They will be assigned the various shifts as outlined in the solicitation, with one supervisor on-site at all times. These individuals will function in

a purely supervisory capacity due to the size and scope of this contract, ensuring the personnel assigned to work for them are providing the Port Authority, its travelers and visitors with the best cleaning services available at all times. Our General Cleaners will work directly for their Supervisors and will be responsible for performing all assigned tasks in a professional and courteous manner at all times. Our Contract Manager will initiate and maintain checklists of requirements that will be used on a daily basis and reviewed weekly to ensure our personnel are performing properly. Should discrepancies be noted at any time by our management or supervisory personnel, they will be corrected on the spot when possible, but in any case within 24 hours of the discrepancy. Employees who do not meet our requirements will have actions taken against them ranging from verbal warnings/counseling up to and including dismissal from employment with our company. The checklists will enable our management and supervisor personnel to review daily contract performance and determine any weak areas. Weak areas, if noticed, will be reinforced through extra training when necessary, pairing a lesser performing employee with a better performer, or through dismissal of the errant employee if necessary.

### 6.2.3.2 Wages and Benefits Compliance

We do not possibly contemplate not providing our personnel with the wages and benefits they are entitled to. The company President, Vice President and Office Administrator, oversees our wage and benefit plan. Wages and benefits are reviewed upon request to ensure compliance with prevailing wage and benefit rates. Since we have started performing services for the Port Authority. Our compliance record in these functions is impeccable.

On a monthly basis, we will produce the attached sample wage and benefit statement. The statement and supporting documentation will ensure compliance with the wage and health supplemental benefits as per the contract. Should we, for any reason be found delinquent and/or responsible for having underpaid any employee as pertains to wages,

we would immediately increase each affected employee's salary a pro-rated amount in order to cover the deficiency.

### 6.2.3.3 Insurance

CRISTI will procure and maintain the following insurance: (a) Workmen's Compensation and Employer's Liability insurance as required by law, limits to be statutory; (b) Commercial General Liability insurance with limits of liability of not less than the amount required by P.A (c) Automobile Liability insurance (covering owned, hired and non-owned vehicles used in or in connection with performance of the services) with limits of liability of not less than the amount required by P.A

All insurance maintained by CRISTI pursuant to this Agreement shall provide that it may not be cancelled or changed in coverage. The PA may request CRISTI to furnish certificates of insurance evidencing the coverage's required hereunder.

### 6.2.3.4 M/WBE Participation Plan

While CRISTI is classified as an SBE and WBE we still feel it is important to have a subcontracting plan in place for the future use.

We anticipate satisfying our small disadvantaged business subcontracting goals by aggressively pursing qualified concerns providing the following types of supplies and services.

- Business Equipment and Supplies
- Equipment, supplies and materials for janitorial services
- Maintenance and repair service

## 6.2.3.5 Proposed Minimum Services Standards, Concepts or Procedures

It will be our Project Manager and Supervisor's responsibility to institute and maintain the following standards four our personnel, ensuring that each individual is meeting these standards whenever on duty. These standards will be inspected on a daily basis and immediate corrective action taken when necessary.

### Employee Attitude, Appearance and Knowledge

- Be on post as scheduled, in proper uniform and presenting the proper appearance
- Greet all customers in a friendly and professional manner
- Display a positive attitude toward all passengers and fellow employees at all times
- Project pleasant, friendly and attentive manner
- Use a proper and courteous vocabulary and tone of voice with customers
- Make every effort to satisfy a customer's needs
- Address customers proactively
- Focus on customers and not gather in a group to chat while on duty
- Assure that the customer's needs are met
- Not use personal radios or tape/disc players
- Wear only appropriate accessories while on duty
- Wear neat, clean and pressed uniforms while on duty
- Convey accurate information using clear and understandable terms
- Know where and how to obtain assistance to resolve customer questions or problems
- Know where and how to obtain assistance in order to respond to medical and operational emergencies

## Parking Lots and Garages Standards of Cleanliness

- Crosswalks, sidewalks, and parking lot surfaces shall be clean and free of all dirt and debris.
- Stairs and elevators shall be clean and free of debris.
- Trash receptacles shall be clean in order to prevent and over flow of debris.
- All structures shall be free of dirt and graffiti.
- All light fixtures and assemblies shall be clean and free of graffiti.
- Parking lot bus shelters will be clean and free of debris.
- Drains shall be clean and free of debris.
- Unpleasant odors shall not be detected.
- Telephones and telephone areas shall be clean and free of debris.

It is our intention to ensure our personnel are providing the required services in a professional manner, while maintaining the proper appearance and attitude toward customers at all times. This will be monitored and enforced and violations will result in adverse actions from verbal warnings to dismissal, depending on the offense.

## 6.2.4 Holidays, Vacation and Sick Days, Welfare, and Other Supplemental Benefits (7.F.2.d)

Cristi Cleaning Service believes 100% in providing our personnel with competitive benefits in addition to their wages in order to acquire and maintain a steady workforce. Cristi Cleaning Service intends to provide a comprehensive wage and benefit plan for employees assigned to this contract. This will include not only mandated wages required by law, but also include vacation, holidays, sick days and a medical plan which is available for both full and part-time employees.

## 6.2.4.1 Implementing and Administering Benefits

Implementing and administering employee benefits is performed at the corporate level for all our contracts. Our human Resource and Payroll personnel have this responsibility and are currently providing these services for approximately 380 employees, including LGA Parking Lot Employees.

Cristi Cleaning Service offers a full range of health benefits for our employees and their families. We maintain comprehensive benefits on our employees entirely at company expense, with the exception of required deductibles for which the employee is responsible. Our health benefits program covers the following services for both employee and family members:

- Life insurance benefits
- Vision care benefits
- Dental care benefits
- Short-term disability benefits
- Hospital room & board
- Miscellaneous hospital benefits
- Physician's hospital visits
- Anesthesiologist benefit
- Surgeon's benefit
- Outpatient physician visits
- X-ray/laboratory benefits
- Prescription coverage
- Supplemental accident benefit
- Outpatient surgical benefits
- Maternity benefits

As you can see, this is a very comprehensive medical plan and, once again, the premiums are paid entirely by Cristi Cleaning Service, not by our employees.

## 6.2.5 Wage and Supplemental Plan For The Contract (7.F.2.e)

It has been the philosophy of Cristi Cleaning Service to look for better ways of rewarding our work force in a competitive industry where salaries and benefits are not always the best available. Cristi Cleaning Service understands very strongly the desire of the Port Authority to help small businesses grow and give the opportunity to offer better wages to our employees.

To ensure continuity of staff and to preclude large personnel turnover, Cristi Cleaning Service will provide a comprehensive wage and benefit plan for employees assigned to this contract. This will include not only mandated wages insurance taxes required by law, but also includes vacation, holidays, sick days and a medical plan which is available for both full and part-time employees. For this contract, we will provide the following supplemental benefits to our employees:

- Two (2) week paid vacation annually
- Six (6) paid holidays annually
- Three (3) paid sick days annually
- One (1) personal day annually
- Parking and transportation costs to and from parking area to work for all employees

Employee eligibility for benefits will start on the first day of the contract for all employees. If an employee is terminated or resigns, he or she will be entitled to accrued money for vacation, sick days, etc. depending on his or her time with the company.

In addition to the items discussed (wages and supplemental benefits), we also provide our personnel with an incentive plan. The elements of a successful incentive plan include careful planning, consistent execution and regular review. Goals should be realistic and well defined. We are going to need a program, which will be specific and achievable. One of the major goals of this program will be focused on customer courtesy and responsiveness. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:

- Attendance
- Punctuality
- Neatness
- Quality
- Productivity
- Safety
- Teamwork
- Training participation

Awards and bonuses for superior customer service may be presented to:

- Employee of the month
- Crew of the month
- Employee of the year

This award, bonus and recognition program allows us to reward employees who represent not only Cristi Cleaning Service, but also the Port Authority in the best possible light to the travelers and visitors who will pass through Parking Lots at La Guardia Airport.

## 6.2.6 Self Assessment Plan (7.F.2.f)

On a monthly basis, we will produce the attached sample wage and benefit statement. The statement and supporting documentation will ensure compliance with the wage and health supplemental benefits as per the contract. Should we, for any reason, be found delinquent and/or responsible for having underpaid any employees pertains to wages, benefits, pension plans, or other employee incentive programs, we would immediately increase each affected employee's salary a pro-rated amount in order to cover the deficiency. This would be in addition to any increase(s) mandated by law and would continue until each affected employees has received the full benefits due to him or her. Ours is a company with highly dedicated employees and we take great care to ensure that relevant laws and regulations at or above those mandate all pay and benefits.

For Example Only

# Cristi Cleaning Service Corp
# La Guardia Airport - Parking Lots
# Wage and Benefit Statement
# November 1st 2007 to November 30th 2007

| | Regular Cleaners | Supervisors |
|---|---|---|
| ***Wages*** | | |
| Straight-Time Wages | $0.00 | $0.00 |
| ***Supplemental Benefits*** | | |
| Sick, Vacation and Holiday | 0.00 | 0.00 |
| Health/Welfare | 0.00 | 0.00 |
| Union Dues | | 0.00 |
| Wages & Supplemental Benefits Combined | $0.00 | $0.00 |
| Hours | 0.00 | 0.00 |
| Calculated Average Hourly Wages & Supplemental Benefits | 0.00 | 0.00 |
| Contract Requirements | 13.10 | 16.19 |
| Differential | ($13.10) | ($16.19) |
| Amount due | $0.00 | $0.00 |

## 6.3 Company Technical Expertise and Past Experience (7.F.3.a)

| | |
|---|---|
| ***NAME:*** | ***LAGUARDIA AIRPORT*** |
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT PARKING LOTS, NY |
| CONTACT: | ROBERT BARNES<br>718-533-3483 TEL |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | PARKING LOT CLEANING AND POLICING |
| DATE COMPLETED: | 11/1/01 TO 10/31/07 |
| PRICE: | 1,800.000.00 |

| | |
|---|---|
| ***NAME:*** | ***JOHN F. KENNEDY INTERNATIONAL AIRPORT*** |
| PLACE OF PERFORMANCE: | JFK AIRPORT PARKING LOTS, NY |
| CONTACT: | JEFF AGOGLIA<br>718-244-3652 |
| E-MAIL ADDRESS: | JAGOGLIA@PANYNJ.GOV |
| WORK PERFORMED: | CUSTODIAL SERVICES OF PARKING LOTS |
| DATE COMPLETED: | 6/1/01 TO 5/31/07 |
| PRICE: | 2,400.000.00 |

| | |
|---|---|
| ***NAME:*** | ***JOHN F. KENNEDY INTERNATIONAL AIRPORT*** |
| PLACE OF PERFORMANCE: | JFK AIRPORT BUILDING 14 |
| CONTACT: | DAVE HOLT<br>718-244-3556 |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| EMAIL ADDRESS: | DHOLT@PANYNJ.GOV |
| DATE COMPLETED: | MARCH 2003 TO DATE |
| PRICE: | 1,800.000.00 |

| | |
|---|---|
| ***NAME:*** | ***LAGUARDIA AIRPORT-MARINE AIR TERMINAL*** |
| PLACE OF PERFORMANCE: | LAGUARDIA AIRPORT-MARINE AIR TERMINAL |
| CONTACT: | ROBERT BARNES<br>718-533-3483 |
| E-MAIL ADDRESS: | RBARNES@PANYNJ.COM |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| DATE COMPLETED: | 08/01/07 TO 08/01/2010 |
| PRICE: | 3,944.263.00 |

| | |
|---|---|
| ***NAME:*** | ***AVPORTS TETERBORO AIRPORT*** |
| PLACE OF PERFORMANCE: | TETERBORO AIRPORT, NJ |
| CONTACT: | JOHN PANARELLO, MANAGER (201) 288-1775 |
| WORK PERFORMED: | GENERAL CLEANING SERVICES |
| DATE COMPLETED: | 03/01/2007 TO 02/28/2010 |
| PRICE: | 4,323.90 |

## 6.3.1 Qualifications and Experience (7.F.3.b)

These managerial and supervisory personnel are on site at LGA working for contract #.

Tomas Pimentel – Manager from 10/21/1998 to present

Brian Brown – Supervisor from 10/21/1998 to present

Robert J. Curtis – Supervisor from 10/22/1998 to present

Bernardo Beato – Supervisor from 11/1/1999 to present

Rafael Rosario – Supervisor from 4/29/2005 to present

Ramon Rosado – Supervisor from 10/21/1998 to present

We have included their resumes for your review.

# TOMAS PIMENTEL

Ex. 1 TEL.

**Objective**

To obtain a position as a manager at La Guardia Airport.

**Experience**

**Cristi Cleaning Service Inc.**
Manager
[11-01-1998 - Present] LGA
- Responsible to ensuring all work required is performance.
- Responsible overall of supervision of the staff
- Scheduling of work.
- Ordering of equipment , material and supplies
- Employees training
- Assign sufficient supervisors staff.
- Performance of all administrative tasks.
- Payroll.

**Trident maintenance Inc.**
[1995- 1998] LGA
Supervisor.
- Responsible for organizing ,training, and supervising the employees
- Train and supervise staff in machine operation, safety procedures
- Responsible for the supervision of general cleanness of all parking lots at LGA
- Project work supervising
- Scheduling weekly work.

**Weco cleaning specialist Inc.**
Supervisor
[1994- 1996] LGA
- Responsible for the general cleanness and maintenance of all building.
- Responsible for organizing project works.
- Responsible for supervising project workers.
- Supervisor of machine operators, floor polishing, carpet cleaning.

**Shifa Services, Inc**
Porter.
[1993- 1995]
- Sweeper driver
- Machine operator
- All general cleaning.

**Dunn and sons maintenance Inc.**
Porter.
1991-1993
General cleaning of the building LGA.

**Education**

Dominican University O & M, Santo Domingo
B.S. accounting, Bachelor Degree 1989

**REFERENCE**

Available upon request.

**Your Name**
Address, phone, fax, email

# State of New Jersey

NEW JERSEY DEPARTMENT OF LABOR

*Employer Human Resource Support Services*

# *Certificate Of Training*

*This is to certify that*

Tomas Pimentel

*has satisfactorily completed the 3 1/2 hour seminar*

Assisting Troubled and Difficult Employees

Trainer:

Trainer:

DATE: May 14, 2002

BRIAN PETERS, Director
Division of Business Services

# Certificate of Achievement

*This certifies that*

Tomas Pimentel

*has successfully completed*

## Butcher's Bloodborne Pathogen Training

BUTCHER'S®

bloodborne pathogen training
be prepared

*Signature*

2/11/02
*Date*

90039069-0398

Ex. 1

PHONE • CELL • E-MAIL

# MR.BRIAN BROWN

| PROFESSIONAL EXPERIENCE: (SAME COMPANY PORT AUTHORITY CONTRACTS) | |
|---|---|
| | 2007 - 1998 Cristi Cleaning Services Inc. *La Guardia Airport* |

**Supervisor/Assistant Manager** *Central Terminal W300*

*East Elmhurst, NY 11367* ▪ Manage operations for Port Authority Contract, check all equipment and send to repair equipment as needed. Inspect all equipment for proper use as well as set projects to function properly on all three shifts, make sure staffed properly according to regular scheduling and private projects. Sweeper machines, buffing machines, pressure washers, make sure proper personal repair all equipment as well as for elevators and hall runners. Reordering materials as needed for building and employee use. Schedule supervisors and employees shifts as well as prepare payroll sheets bi-weekly for all staffs. ▪ **HRA (Human Resources Buildings) same company different contract as per Owners Request.** I manage there building contracts weekly inspecting buildings needs, buffing, dusting, moping, repairing of all equipment, staffing properly, making reports and requesting all supplies for company's demands. I Inspect/Manage 2 HRA buildings in Brooklyn, 5 HRA buildings in the Bronx, 3 HRA buildings in Queens and 3 HRA buildings in Manhattan. Weekly after hours.

| PROFESSIONAL EXPERIENCE: (SAME COMPANY PORT AUTHORITY CONTRACTS | |
|---|---|
| | 1998 - 1992 Trident Maintenance Inc. *La Guardia Airport* |

***Sweeper Driver/Project Supervisor*** *Central Terminal W300*

*East Elmhurst, NY 11367*

| | ▪ Project work pertains to pressure washer steam cleaning, window |
|---|---|

cleaning, degreasing, changing all bulbs, driving sweeper machine threw all parking lots, making sure all areas are clean and no garbage in machinery. Insure all areas are clean and machinery working properly at all times. Distribute all materials for employees use as needed daily. Ensure all emptying and dumping of all garbage cans are done at the end of all shifts.

| PROFESSIONAL EXPERIENCE: (SAME COMPANY PORT AUTHORITY CONTRACTS) | |
|---|---|
| | 1992 - 1988 Shifa Maintenance Co. *La Guardia Airport* |

**Maintenance/Foreman/Driver** *Central Terminal W300*

*East Elmhurst, NY 11367* ▪ Parking lots and garage cleaner as well as inspecting the terminal for proper light bulbs, servicing bathrooms, driver for sweeper machine, terminal cleaning, all inspections for any repairs inside terminal. Refill work supplies. Distribute all materials for employee's work force. Pair employees for efficient work at a timely matter.

| REFERENCES | |
|---|---|
| | Mr. Thomas Pimentel 718-533-4017 / |

La Guardia Airport Facility Manager Mr. Ricardo Lopez 201-883-1717 / Cristi Cleaning Services Owner Mr. Alex Lucero 201-481-4695 / Cristi General Manager Mr. Bernardo Beato 917-536-2805 / Building Custodian (super)

| | |
|---|---|
| | |

**Your Name ROBERT CURTIS**

Your Street ◇ Your City

Your Home Phone Ex. 1 ◇ Your Work Phone 1-718-533-4017

**OBJECTIVE:** An interesting position with a growing organization in which my experience and abilities will be utilized.

**EXPERIENCE:**

**Cristi Cleaning Services** — **Flushing, N.Y.**
***Supervisor*** — *10/99 to Present*

- Provided direction and assistance to manager.
- Executed daily operations of work assignments and projects.
- Analyzed and resolved work problems, and assisted workers in solving work problems.
- Discussed company policies with workers and enforced safety regulations.

**Trident Maintenance Service** — **Flushing,N.Y.**
***Porter/Supervisor*** — *11/96 to 10/99.*

- Provided direction and assistance to manager.
- Interviewed new workers and assigned them to work commensurate with their qualifications.
- Evaluated worker performance and provided feedback.
- Executed daily operations of maintaining grounds,parking lots,staircases and bus shelters as supervisor and performed these tasks as porter.

**Western Beef** — **Long Island City,N.Y.**
***Porter/Butchers Assistant*** — *6/94 to 10/96.*

- Maintained facilities.
- Stocked meats
- Meat wrapper

**Convenient Cleaning** — **Bronx,N.Y.**
***Supervisor*** — *1/90 TO 6/94.*

- Responsible for training enrty level personnel.
- Executed daily operations of stripping,waxing and buffing floors, including supervision of personnel.
- Interviewed new workers and assigned them to work commensurate with their qualifications.
- Studied production schedules and estimated worker-hour requirements for completion of job assignment.

**EDUCATION:**

**Manhattan Vocatoinal High School** — **New,York ,N.Y.**
***High School Diploma*** — *June 1983.*

**REFERENCES:**

Available upon request

# Mr. Bernardo Beato

Ex. 1 [illegible]/phone [illegible] Ex. 1

**Objective**

*As in any job responsibility in my past experience I am a productive person that always insures the job is done to its maximum capacity. Working in any environment is vital to ones experience, also having all the experience in Maintenance and its equipments available.*

**Work experience**

1990 – Present Cristi Cleaning Services, La Guardia Airport

CTB Room W300, New York 11367

**Supervisor**

- Tour supervisor responsible for 30 employees
- Insure all areas are properly maintained
- Special Projects using steam cleaning machines walk scrubbers, pressure washers, buffing/waxing machines
- Snow mobiles
- Demolition removal

1995 – Present B & B Management,
1624 Webster ave,
Bronx, N.Y. 10457

**Super Intendant**

- Responsible for all Building Maintenances
- Garbage Disposal on designated days including Recycling removals
- Change locks, light bulbs, switches, installing bathroom or kitchen sinks, light plumbing, dishwasher installations, gas stoves
- Inspect elevators for repairs, fix electric garage gates
- Wall repairs, plastering, scraping, painting

1985 – 1994 DC9 Professional Painting
West 14 street, New York

**Painter and Forman**

- House and apartments reconstruction painting
- Warehouses, bridges and all residential and commercial painting and refacing

**RAFAEL ROSARIO**

Ex. 1

Tel
Cell
E-mail -

Ex. 1

**WORK EXPERIENCE:**

*Electricos Diaz hardware store Part time Supervisor
(Dominican Republic) Tel. 809-529-3051 (2004-2005)
Supervising up to 30 employees, organizing meeting,
Payroll preparation, computer maintenance.

* Tuscan Square Restaurant. Catering department
16 West 51st Street: 212-977-7777 (2001-2003)
Food delivery to business offices, take the orders over
The phone, quality control, handle amounts of money.

* Cristi Cleaning Service, La Guardia Airport
77 Trinity Place Hackensack, N. J. (2005- present)
Supervise up to 7 employees, train new employees
Vehicles maintenance, handle record book, take
Decisions to improve the company quality performance.

**EDUCATION:**

Doctor in law, Universidad Central del Este (Dominican Republic)

**SKILLS:**

Computer. Microsoft Word, Excel, Outlook, Internet Navigation.
Languages. English, Spanish, Italian.

**OBJECTIVE:** Provide the company am working for up to date information.

**REFERENCE:** upon request.

# RAMON ROSADO

Ex. 1

## WORK HISTORY:

09/87 to Present: **Letter Carrier for United State Postal Service**
*322 West 52nd St., New York, New York – (212)265-6676*

- National Association of Letter Carriers Shop Steward.
- Resolve disputes between management and employees.
- Assist customers with postal rates and services.
- Delivery of valuable and accountable mail.
- Case and box-up mail.
- Assist, train and orientate new employees.

03/98 to Present: **Supervisor for Cristi Cleaning Service Corp. at LaGuardia Airport**
*204 Paterson Plank Rd, Union City, NJ – (201) 883-1212*

- Administer daily assignments and projects.
- Daily inspection of all maintained areas at airport.
- Plan weekly schedule.
- Responsible for logging employees' time.
- Assist, train and orientate new employees.

11/94 to 03/98: **Assistant Manager and Supervisor for Trident Maintenance Inc. at LaGuardia Airport**
*16 Arrow Rd, Ramsey, NJ*

- Administered daily assignments and projects.
- Daily inspection of all maintained areas at airport.
- Plan weekly schedule.
- Responsible for payroll.
- Assist, train and orientate new employees.

12/92 to 10/94: **Assistant Manager and Supervisor for Shifa Maintenance Inc. at LaGuardia Airport**
*542 Hudson St., Hackensack, NJ*

- Administered daily assignments and projects.
- Daily inspection of all maintained areas at airport.
- Plan weekly schedule.
- Responsible for payroll.
- Assist, train and orientate new employees.

## EDUCATION:

LIC, NY
1983

**Aviation High School**
High School Endorsed Regents Diploma

## 6.3.2 Employee Management Program (7.F.3.c)

CRISTI has qualified personnel competent in the skills needed for their assigned positions. Incumbent personnel and new hires will be selected for their demonstrated skills and experience. We will, however, provide a refreshment-training program to our employees with the exact equipment and systems they will be operating and to improve their overall skill levels.

During the course of the project, we will provide additional training at both the working and supervisory level. Our goal for the training program is the ongoing enhancement of work force productivity, safety, security and stability.

## 6.3.3 Cleaning Related Training

In order to provide comprehensive services by qualified individuals, it is our intention to provide cleaning services related training to our personnel that will include the following subjects:

- Understanding, meeting/exceeding the customer's needs
- Facility operations – familiarization with the services provided at this specific facility
- Post assignments and work schedules
- Familiarization with and applicable procedures related to required forms and tour reports
- Appropriate ethics and conduct
- Professional appearance standards
- Maintaining a safe work environment
- Radio usage, terminology and procedures
- Security awareness

- Company mission statement and core values
- Progressive discipline

In addition to the above, our supervisory personnel will also receive training in the following subjects:

- Performance management and quality control
- Setting examples of core values for the workplace
- Administering progressive discipline
- Leading and motivating employees
- Inspiring individuals to achieve excellence
- Conflict resolution
- Setting priorities
- Managing a diverse workforce
- Maintaining a safe work environment
- Incident reporting and log entries

Also, if required by the Port Authority, all of our employees will receive facilities orientation and knowledge training, or customer care training.

## 6.3.4 Security Training

Our personnel will be trained in security awareness to include suspicious items, persons and activities. This training will cover such topics as:

- Unaccompanied baggage or packages in public areas
- Baggage and packages left in restrooms, telephone booths, and garbage containers, etc.
- Bags or parcels wrapped in an unusual manner
- Mail that has any powdery substance on the outside, strange odors or stains, excess postage, no return address, etc.
- Persons in secure areas that do not display approved identifications
- Persons wearing unusual clothing
- Persons asking suspicious questions
- Construction contractors in secure areas
- Persons showing suspicious or peculiar behavior
- Unauthorized vehicles parked on access roads or unauthorized parking areas
- Unusual or suspect vehicles
- Persons parking a vehicle in an unauthorized area and immediately getting into a second vehicle
- Persons carrying suspicious packages or vehicles

Our personnel will be trained thoroughly in security matters, with refresher training being provided on a regular basis.

## 6.3.5 OSHA Compliance

CRISTI agrees that all work performed by or at the direction of CRISTI hereunder shall be performed in compliance with all laws and with the requirements of the Occupation Safety and Health Act of 1970. CRISTI shall be fully responsible for the safety and health of all persons engaged by CRISTI, and all safety training related to OSHA regulations safety, universal precaution, etc.

- Bloodborne Pathogens
- Universal Precautions
- General Safety Rules
- Lifting Procedures
- Ladders and Step Ladders
- Chemical Safety
- Electrical Safety
- Power Tool Safety
- Fire Safety
- Physical Safety
- Hand Tool Safety
- Miscellaneous Safety

## 6.3.6 Quality Assurance / Quality Control Program

Cristi Cleaning Service's quality assurance plan for the General Cleaning Services at LGA Airport applies to all services we will provide under this contract. Our plan is designed to ensure:

- Compliance with the requirements of the contract
- Quality workmanship in all areas

- Clear, precise, complete and appropriate work instructions
- Timely correction of identified deficiencies
- Procedures for preventing recurrence
- Complete customer satisfaction

## 6.3.7 Quality Assurance Organization

Overall quality assurance for this contract will fall primarily under the auspices of the Project Manager on-site. He will be directly assisted in this aspect of the contract by our supervisors, all of who will conduct regular inspections and audits of performance and meet with Port Authority representatives on a regular basis to discuss quality assurance issues. He will meet also on a scheduled basis with the supervisors to discuss the results of inspections and methods for correcting deficiencies. He will have complete corporate support in all decisions regarding corrective action including personnel training, changes, obtaining additional resources and responding to customer requests. The Project Manager will report directly to our corporate Vice President, Mr. Ricardo Lopez will have ultimate responsibility for quality assurance of this contract at the corporate level.

## 6.3.8 Project Manager Quality Assurance Responsibilities

- Review contract requirements to ensure that they are precise, clear and complete
- Ensure that quality control policies and procedures are consistent with Port Authority mandates
- Formulate, administer and modify our on-site quality control plan to deal with site-specific requirements and procedures
- Initiate and maintain lines of communication on contract quality policies, procedures and actual performance with the designated Port Authority representative
- Act in an advisory role on-site for all quality assurance matters

- Conduct required quality control audits & submit reports to company headquarters
- Conduct inspections of all custodial activities to ensure compliance with contract specifications
- Maintain quality assurance/quality control program files and records
- Recommend action to correct defects
- Monitor and inspect contract records
- Coordinate quality matters with corporate personnel

Our corporate quality assurance department, under the direction of Mr. Ricardo Lopez, will support the Project Manager as stated previously. This department provides technical support on quality issues and performs periodic quality audits of the program.

### 6.3.9 Contract Employees

It is imperative that all Cristi Cleaning Service employees pay close attention to quality workmanship. Therefore, all employees on the cleaning contract assigned to LGA Airport will have the following responsibilities:

- Deliver services only in accordance with contract specifications, approved safety practices, work methods and procedures
- Report improper or unsafe conditions and practices immediately to a supervisor
- Undertake no job that is not fully understood
- Make suggestions to supervision for the improvement of quality and quantity of services provided
- Attend quality control meetings as directed

## 6.3.10 Quality Control Program

By necessity, this program must be dynamic and flexible in order to adjust to changing requirements during the execution of the contract. The following procedures will ensure that all services required under this contract are provided at a satisfactory level of performance:

- Formal inspections of the entire facility conducted by our Project Manager, and Supervisors daily to ensure services are being performed completely, correctly and consistently
- The use of checklists for inspections to ensure comprehensive coverage of requirements
- Formal inspections on a monthly basis, at a minimum, by our corporate Vice President
- Project Manager, and Supervisors will conduct quality meetings on a regularly scheduled basis with assigned personnel to review and discuss: the results of performance, inspections, corrective actions, schedules and assignments for the preceding period; goals, strategies and objectives for the upcoming period; and potential problems and/or obstacles, which may affect the achievement of higher standards, or which may potentially contribute to diminishing quality.
- Upcoming schedules are reviewed and compared to preceding schedules to ensure that all scheduled services are complete, or re-scheduled if not up to desired standards; to plan and coordinate actions necessary to prevent any diminishing in quality levels; and to discuss methods of improving the quality of services being provided.
- Systems are developed which can pinpoint "potential" problems and/or problem areas before they become "actual" problems
- Files will be maintained in the Project Manager's office of all inspections conducted and the corrective actions, if any, taken. These files will be maintained throughout the length of the contract and be made available for Port Authority inspection and review.

The above quality control procedures will apply to the full range of functions and activities within the scope of work as outlined in the solicitation and contract and are designed to provide an accurate, timely measurement of our performance.

## 6.3.11 Quality Control Forms/Schedules

Immediately following this page of our proposal we have included the complete quality control forms and schedules.

**CRISTI CLEANING SERVICES**
**PARKING LOTS**
**QUALITY CONTROL FORM.**

**RANDOM INSPECTION #2**
**Supervisor: Tomas Pimentel**
**DATE: october 1,2007**
**AREA INSPECTED: LOT #2 3 LEVEL**
**TIME: 10:00 AM SHIFT/B**

| REQUIRED SERVICES: | ACCEPTABLE | NEED IMPROVEMENTS | UNACCEPTABLE | COMMENTS | correction | Date |
|---|---|---|---|---|---|---|
| **OUT SIDE LOTS & INDOR GARAGE** | | | | | | |
| enclosed walkways | N/A | | | | | |
| Floor surfaces | X | | | | | |
| Ledges , handrails | | X | | The bird waste seem to be the most serious problems we have all over the garage. | | |
| Doors, glass | X | | | | | |
| Telephones | X | | | | | |
| Walls and columns | | X | | Also very much affected by the same problem of the bird waste | | |
| Ashtrays | X | | | | | |
| Trash receptacle | X | | | | | |
| Light fixture | X | | | | | |
| Directional signs | X | | | | | |
| Fences areas | N/A | | | | | |
| stairsways | X | | | | | |
| sidewalks | x | | | | | |
| entrance & exist | N/A | | | | | |
| helix | x | | | | | |
| elevator lobbies | X | | | | | |
| Drop off area sidewalks | X | | | | | |
| Garage elevators | X | | | | | |
| Balconies | N/A | | | | | |
| Windbreakers | N/A | | | | | |
| **Bus shelters** | | | | | | |
| Exterior glass | N/A | | | | | |
| Interior glass | N/A | | | | | |
| Metal frames | N/A | | | | | |
| Floor surface | N/A | | | | | |
| **Lavatories** | | | | | | |
| Floor surface | N/A | | | | | |
| Wall surface | N/A | | | | | |
| Commodes | N/A | | | | | |
| Urinals | N/A | | | | | |
| sinks | N/A | | | | | |
| light fixture | N/A | | | | | |
| Trash cans | N/A | | | | | |
| **Guard, taxi dispatchers & toll line booths** | | | | | | |
| Interior glass | N/A | | | | | |
| Exterior glass | N/A | | | | | |
| Counter tops | N/A | | | | | |
| Garbage cans | N/A | | | | | |
| Phones | N/A | | | | | |

| FROM JULY 1 TO JULY 6,2007 | | PERIODIDICAL WORK SCHEDULE | | | |
|---|---|---|---|---|---|
| DESCRIPTION | PROJECT # | LOCATION | DATE | COMPLETED | COMMENT |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 26 | AMERICAN TAXI HOLD | 7/2/2007 | 7/3/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 26 | AMERICAN TAXI HOLD SIDE WALK. | 7/2/2007 | 7/3/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 21 | PARKING LOT #2 FIRST LEVEL | 7/4/2007 | | ACCESS NEEDED |
| | | | | | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 30 | LOT 7 TAXI HOLD | 7/3/2007 | 7/4/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 29 | MAT TAXI HOLD | 7/3/2007 | 7/4/2007 | |
| | | | | | |
| HAND SCRUBBING ELEVETOR FLOOR | 1 | LOT 2 WEST AND EAST | 7/2/2007 | 7/6/2007 | |
| HAND SCRUBBING ELEVETOR FLOOR | 4 | DELTA TAXI HOLD | 7/2/2007 | 7/6/2007 | |
| WASH & RINSE LOC. &DIRECTIONALS SIGNS | | | | | |
| 93 SIGNS | 6 | PARKING LOT 10E | 7/4/2007 | 7/4/2007 | |
| 55 SIGNS | 5 | PARKING LOT 1 | 7/4/2007 | 7/6/2007 | |
| 62 SIGNS | 5 | PARKING LOT 3 | 7/4/2007 | 7/6/2007 | |
| 115 SIGNS | 5 | PARKING LOT 4 | 7/4/2007 | 7/6/2007 | |
| 40 SIGNS | 6 | PARKING LOT 6 | 7/4/2007 | 7/4/2007 | |
| 29 SIGNS | 6 | PARKING LOT 7 | 7/4/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 108 | PARKING LOT 1 (1) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 110 | PARKING LOT 5 (1) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 109 | PARKING LOT 4(3) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | PARKING LOT 3 (1) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 2(1) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | LOT 2 (2) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 111 | CTB (2) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 1(1) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | SKY CHEF (1) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | POST 1(1) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | WEST SIDE (6) | 7/5/2007 | 7/6/2007 | |
| WASH & RINSE BUS SHELTERS | 113 | LOT 10E(7) | 7/5/2007 | 7/3/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 10 | EAST TAXI HOLD M&F LAV (INSIDE) | 7/6/2007 | 7/5/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 11 | EAST TAXI HOLD M&F LAV EXTERIOR | 7/6/2007 | 7/5/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 9 | WEST TAXI HOLD LAV (INSIDE) | 7/6/2007 | 7/5/2007 | |
| HAND SCRUB STAIRWAYS LOT #2 BETWEEN 3 TO 4 LEVEL | 41 | STAIRS BETWEEN 3 FL AND 4 FL. LOT#2 | 7/6/2007 | 7/5/2007 | |
| WASH & RINSE METAL WALLS SURF. | 8 | LOT 2, EAST &WEST CONNECTOR | 7/6/2007 | 7/5/2007 | |
| SPAY BUFF ELEVATOR FL. (4) | 93 | LOT #2 EAST & WEST ELEVATOR | 7/6/2007 | 7/5/2007 | |

| FROM JULY 9 TO JULY 13,2007 DESCRIPTION | PROJECT # | PERIODIDICAL WORK SCHEDULE LOCATION | DATE | COMPLETED | COMMENT |
|---|---|---|---|---|---|
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 91 | DELTA TAXI HOLD | 7/10/2007 | 7/12/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 92 | DELTA TAXI HOLD S WALK | 7/10/2007 | 7/12/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 22 | PARKING LOT 2 SECOND FL. | 7/11/2007 | | NEED ACCESS |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 46 | ELEV. LANDING 4 FL. AND CONNECTORS | 7/11/2007 | 7/12/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 13 | SIDE WALKS 3 FL.LOT 2 | 7/11/2007 | 7/12/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 14 | SIDE WALKS 4 FL.LOT 2 | 7/11/2007 | 7/12/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 28 | CTB TAXI HOLD | 7/9/2007 | 7/9/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 72 | CTB TAXI HOLD S. WALK | 7/9/2007 | 7/9/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 71 | EAST LIMO LOT | 7/9/2007 | 7/9/2007 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| WASH & RINSE BUS SHELTERS | 108 | PARKING LOT 1 (1) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 110 | PARKING LOT 5 (1) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 109 | PARKING LOT 4(3) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | PARKING LOT 3 (1) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 2(1) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | LOT 2 (2) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 111 | CTB (2) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 1(1) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | SKY CHEF (1) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | POST 1(1) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | WEST SIDE (6) | 7/12/2007 | 7/10/2007 | |
| WASH & RINSE BUS SHELTERS | 113 | LOT 10E(7) | 7/12/2007 | 7/11/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 10 | EAST TAXI HOLD M&F LAV (INSIDE) | 7/13/2007 | 7/13/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 11 | EAST TAXI HOLD M&F LAV EXTERIOR | 7/13/2007 | 7/13/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 9 | WEST TAXI HOLD LAV (INSIDE) | 7/13/2007 | 7/13/2007 | |
| HAND SCRUB STAIRWAYS LOT #2 BETWEEN 3 TO 4 LEVEL | 41 | STAIRS BETWEEN 3 FL AND 4 FL. LOT#2 | 7/13/2007 | 7/13/2007 | |
| WASH & RINSE METAL WALLS SURF. | 8 | LOT 2, EAST &WEST CONNECTOR | 7/13/2007 | 7/13/2007 | |
| SPAY BUFF ELEVATOR FL. (4) | 93 | LOT #2 EAST & WEST ELEVATOR | 7/13/2007 | 7/13/2007 | |

| FROM JULY 16 TO JULY 20,2007 | | PERIODIDICAL WORK SCHEDULE | | | |
|---|---|---|---|---|---|
| DESCRIPTION | PROJECT # | LOCATION | DATE | COMPLETED | COMMENT |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 23 | Lot 2 3 level | 7/16/2007 | 7/19/2007 | ACCESS NEEDED |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 32 | ENT AND EXIT LOT 1 | 7/16/2007 | 7/17/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 31 | ENT AND EXIT LOT 2 | 7/17/2007 | 7/17/2004 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 39 | ENT AND EXIT LOT 3 | 7/17/2007 | 7/17/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 33 | ENT AND EXIT LOT 4 | 7/17/2007 | 7/17/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 34 | ENT AND EXIT LOT 5 | 7/18/2007 | 7/17/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 35 | ENT AND EXIT LOT 6 | 7/18/2007 | 7/17/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 36 | ENT AND EXIT LOT 10 E | 7/18/2007 | 7/17/2007 | |
| | | | | | |
| | | | | | |
| WASH & RINSE BUS SHELTERS | 108 | PARKING LOT 1 (1) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 110 | PARKING LOT 5 (1) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 109 | PARKING LOT 4(3) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | PARKING LOT 3 (1) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 2(1) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | LOT 2 (2) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 111 | CTB (2) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 1(1) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | SKY CHEF (1) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | POST 1(1) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | WEST SIDE (6) | 7/19/2007 | 7/16/2007 | |
| WASH & RINSE BUS SHELTERS | 113 | LOT 10E(7) | 7/19/2007 | 7/20/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 10 | EAST TAXI HOLD M&F LAV (INSIDE) | 7/20/2007 | 7/18/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 11 | EAST TAXI HOLD M&F LAV EXTERIOR | 7/20/2007 | 7/18/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 9 | WEST TAXI HOLD LAV (INSIDE) | 7/20/2007 | 7/18/2007 | |
| HAND SCRUB STAIRWAYS LOT #2 BETWEEN 3 TO 4 LEVEL | 41 | STAIRS BETWEEN 3 FL AND 4 FL. LOT#2 | 7/20/2007 | 7/18/2007 | |
| WASH & RINSE METAL WALLS SURF. | 8 | LOT 2, EAST &WEST CONNECTOR | 7/20/2007 | 7/18/2007 | |
| SPAY BUFF ELEVATOR FL. (4) | 93 | LOT #2 EAST & WEST ELEVATOR | 7/20/2007 | 7/18/2007 | |

| FROM JULY 23 TO JULY 27,2007 | | PERIODIDICAL WORK SCHEDULE | | | |
|---|---|---|---|---|---|
| DESCRIPTION | PROJECT # | LOCATION | DATE | COMPLETED | COMMENT |
| STAIRWAY CLEANING | 74 | 14 STAIRWAYS AND 4 INCLOSE WALKWAYS | 7/23/2007 | 7/24/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 35 | ENTRANCE & EXIT LOT 6 | 7/24/2007 | 7/24/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 36 | ENTRANCE & EXIT LOT 10E | 7/24/2007 | 7/24/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 37 | HANGAR 7 CENTER | 7/25/2007 | 5/8/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 38 | HANGAR 11 | 7/25/2007 | 7/26/2007 | |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 24 | PARKING LOT 2 4 TH LEVEL | 7/25/2007 | | ACCESS NEEDED |
| STEAM CEANING, SCRUBB,AND DEGREASE OF SURFACES | 12 | DROOPOFF | 7/25/2007 | 7/25/2007 | |
| | | | | | |
| | | | | | |
| WASH & RINSE BUS SHELTERS | 108 | PARKING LOT 1 (1) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 110 | PARKING LOT 5 (1) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 109 | PARKING LOT 4(3) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | PARKING LOT 3 (1) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 2(1) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | LOT 2 (2) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 111 | CTB (2) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | HANGAR 1(1) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | SKY CHEF (1) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | POST 1(1) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 112 | WEST SIDE (6) | 7/26/2007 | 7/26/2007 | |
| WASH & RINSE BUS SHELTERS | 113 | LOT 10E(7) | 7/26/2007 | 7/26/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 10 | EAST TAXI HOLD M&F LAV (INSIDE) | 7/27/2007 | 7/30/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 11 | EAST TAXI HOLD M&F LAV EXTERIOR | 7/27/2007 | 7/27/2007 | |
| STEAM CLEANING CONCRETE SURFACES | 9 | WEST TAXI HOLD LAV (INSIDE) | 7/27/2007 | 7/27/2007 | |
| HAND SCRUB STAIRWAYS LOT #2 BETWEEN 3 TO 4 LEVEL | 41 | STAIRS BETWEEN 3 FL AND 4 FL. LOT#2 | 7/27/2007 | 7/30/2007 | |
| WASH & RINSE METAL WALLS SURF. | 8 | LOT 2, EAST &WEST CONNECTOR | 7/27/2007 | 7/30/2007 | |
| SPAY BUFF ELEVATOR FL. (4) | 93 | LOT #2 EAST & WEST ELEVATOR | 7/27/2007 | 7/30/2007 | |

## 6.3.12 Payroll Processing

The Project Manager who submits time records to our Payroll Department on a weekly basis prepares information relating to payroll. All payroll records will be made available to the PA if required to assure compliance with the contract.

A time sheet located in the facility management office and at the PA facility will be used to keep an accurate accounting of actual arrival and departure times of all personnel to determine punctuality. Time Sheets will be checked to monitor attendance and to keep track of any overtime hours being expended. Frequent tardiness will not be accepted and individuals abusing work-reporting requirements will be counseled whenever a tardiness or early departure pattern begins to appear.

## 6.3.13 Recruitment Process

Cristi Cleaning Service intends to offer continued employment to all incumbent employees. For positions that are not being filled by incumbent employees, our contract manager, in conjunction with our Human Resource Department will initiate an intensive recruiting effort throughout the local area. This will consist of newspaper ads, contacting the local employment agency, Internet advertising, local job fairs, unemployment offices and State agencies that assist people in finding jobs. Once these avenues have been touched, a database of potential, qualified employees will be created and maintained by our contract managers. Potential employees will be required to pass an interview phase, a background check and any Port Authority required testing prior to being offered a job on this contract. Once an employee has passed these preliminary steps, he or she will undergo a second, more in-depth interview by our contract manager to ascertain whether he or she is right for the job. Employees passing this phase will be offered employment with Cristi Cleaning Service on this contract. The database will be maintained and

constantly updated throughout the life of the contract to maintain a ready reserve of potential employees in case of extra requirements, emergency needs, or to replace employees who wish to terminate their employment with our company.

## 6.3.14 Staffing Retention Plan

Cristi Cleaning Service's staff turnovers on contracts of this magnitude are virtually non-existent. We are offering a decent wage, fair benefits, job security, bonus, incentive and awards programs based on performance, and the most important and effective training in the industry will be provided to all employees, all these factors will attract and retain the most qualified and experienced personnel.

## 6.3.15 Disciplinary Procedures

Quality control and assurance is only as successful as the methods of corrected noted deficiencies or violations. Within Cristi Cleaning Service' Quality Assurance and Inspection Program, corrective actions have three basic forms:

- Counseling
- Refresher Training and Re-certification/Reassignment
- Dismissal

To be effective, corrective actions must be initiated as soon as possible after the infraction or deficiency is detected. In no case will more than 24 hours pass before action is initiated or will more than one calendar month pass before corrective actions are completed. Corrective actions will be initiated as defined below.

- Verbal counseling will be completed within the shift (or tour) of duty for minor infractions
- Written counseling will be completed within one week of occurrence

- Refresher training will be developed and presented within one month of noted deficiency
- Re-certification/re-assignment will be accomplished dependent on the individual circumstance and any additional training required to prior re-assignment
- Dismissal actions will be in accordance with established personnel policies and procedures

Counseling, either verbally or in writing, is the preferred method for correcting minor infractions and deviations from established procedures. The manager or supervisor will identify to the individual:

- The nature of the infraction
- The correct procedure for corrective action

During counseling, the individual will be informed that future violations may result in more severe action. Cristi Cleaning Service' counselor will solicit acceptance and compliance with the results of the counseling session by securing the individual's signature. Should inspections reveal a trend of infractions that are not unique to one person, refresher training for multiple personnel or even the entire workforce may be required. Such refresher training will be case-specific in design. Its intent will be to instill in the workforce, or selected personnel, the proper and accepted method of compliance required by program mandates. All affected workforce members will be required to attend and complete the additional training.

Except in cases of severe infraction, Cristi Cleaning Service policy stipulates that corrective action in the form of employee re-training, re-certification, or re-assignment must precede dismissal. Our contract managers ensure that all written counseling and refresher training is accomplished and documented.

## 6.3.16 Company Technical Expertise and Past Expertise (7.F.3.d)

Utilization of Technological Advances In Cleaning Methods

Cristi Cleaning Service has been, for a number of years, utilizing computer programs for scheduling, reporting and maintenance of all our financial records. Additionally, our quality assurance program is completely computerized. The computerized results of this program highlight areas that may need remedial measures so that all supervisory staff may be proactive in their scope of operation.

Our system is designed to help quickly set up standards procedures for our company. It allows us to hold a complete schedule of project work throughout the year. Work calendars are used by the program to show which days are available at a particular job. It gives us the opportunity to add, change or delete information pertaining to any project. This enhances our ability to be more flexible with any inconsistencies that may arise throughout the term of the contract.

Technical Expertise and Experience

Cristi Cleaning Service has been performing these services for the past nine years with excellent performance and customer relations. Cristi has in place methods, plans and procedures to ensure world-class services of all general cleaning requirements for LGA Airport. We understand the solicitation and the level of service desired by the Port Authority and we are fully prepared to provide not only successful, but highly superior performance in all facets of this contract. We are dedicated, experienced, capable and highly successful in our field and believe that these attributes provide all for our clients with outstanding service, superior performance to that provided by most contractors in this field. We firmly believe that our proposed staffing including wages, supplemental benefits, holidays, vacations sick and personal days plus all the equipment proposed will enable us to function in a manner that will enhance the appearance of LGA Airport and

will provide superior level of surroundings for the travelers, visitors and employees who are in the airport on a daily basis. We have been performing to this level, as the Port Authority well knows, and fully intend to continue our history of excellence performance on this contract.

## 6.3.17 Information Related To The Requirements (7.F.3.D)

Immediately following this page of our proposal we have included:

- Proposed Equipment
- Scrubbing/Degreasing Plan
- Maintenance Programs by Tennant
- Vehicle Programs by Beyer Brothers
- Equipment Maintenance by John Earl
- Insurance (sample)

## 6.3.18 Identity Check/Background Screening Plan (7.F.3.E)

Cristi is aware of the importance of security at LGA facility. Our manager, supervisors and headquarters key personnel performing services at LGA have successfully completed a background check and attended a three hours Security Identification Display Area (SIDA) Class. All background checks on new employees will go back ten years at a minimum. Background checks will be done by a third party use by Cristi to all our locations. Our Human Resources Department is charged with the responsibility of contacting former employees and other references prior to hire.

## *Proposed Equipment*

- *One (1) Tennant 830 diesel* — **New**
- *One (1) Tennant 810 gas* — **Used**
- *One (1) Tennant 7400 Scrubber* — **Used**
- *One (1) Tennant 5700 Scrubber* — **New**
- *One (1) Billy Goat gas* — **Used**
- *One (1) Steam Cleaning* — **New**
- *Three (3) Snow Blowers* — **New**
- *One (1) Aluminum Scaffold* — **Used**
- *Two (2) Heavy Duty Gravely* — **New**
- *Two (2) Trailers (water-equipment)* — **Used**
- *Twenty-Four (24) Snow Shovels* — **New**
- *Twelve (12) Heavy Duty Spreaders* — **New**
- *Twelve (12) Ice Choppers* — **New**

## *Vehicles*

- *Two (2) Heavy Duty Pick Ups Four X Four* — **Used**
  *6 person crew cab-power lift gate*

### *Extra Equipment/Vehicle Available (Owned by Cristi Cleaning Service)*

- *One (1) Elgin Air Cub Vacuum Sweeper*
- *One (1) Six Person Crew Cub Pick Up Truck*

# Degreasing Plan

Due to the frequencies and the magnitude of the degreasing that needs to be performed at LGA (more than 4,500,000 Sq. Ft. per year) our experiences thus far mandates that we perform these tasks coupled with the using of a Tenant 7400 industrial riding scrubber with the capacity to continuously scrub for up to two hours. The machine has a water recovery process in which the floor is left virtually dry and with no runoff, therefore leaving behind no residual liquids to enter the storm sewer system as stipulated and required by the Port Authority.

For harsher stains or spots to be removed we propose a combination of power washing with steam cleaning equipment capable of delivering water at 180° and 3,000 P.S.I., along with the use of the Tenant 7400 to take-up the residual water left behind during the steam cleaning procedure.

We also propose for these operations two (2) trailers with water tanks:

- Two (2) water tanks for clean water; each with a 600 gallon capacity
- Two (2) water tanks for the recovery of the dirty water; each with a 600 gallon capacity

This two-tank system would aid greatly in streamlining the degreasing operation. It would also allow us to avoid having to empty and refill the tanks on the Tenant 7400. The tanks working simultaneously would allow us to work much more efficiently in that there is no need to take trips to obtain clean water as well as disposing of the contaminated water. The contaminated water will then be discarded in an area specified by the Port Authority Manager.

GMC TRUCK

**BEYER BROS. CORP.**

109 Broad Ave., Routes 1 & 9
Fairview, N.J. 07022

VOLVO

October 17, 2007

TO WHOM IT MAY CONCERM,

CRISTI CLEANING SERVICES HAS BEEN a customer of Beyer Bros. Corp. for almost TEN YEARS, and in that time they HAVE GIVEN BEYER BROS CORP> THE OPPORTUNITY TO Service and Quote THE VEHICLES that they posses in thir fleet.

BEYER BROS CORP IS A FULL SERVICE GMC COMMERCISL DEALERSHIP and the relationship that we share with Cristi Cleaning Services is based on mutual RESPECT for each other and the PROFESSIONALISM THAT CRISTI CLEANING SERVICES has in the way they perform their daily operating procedures, which includes the maintenance and the schedule that is kept for the proper and safe operation of their vehicles.

Sincerely,

Fernando Beraum

201-883-1212

JOHN A. EARL, INC.

218 UNION STREET · HACKENSACK, NEW JERSEY 07601 · TEL. 201 342-2453

CLEANING CHEMICALS
SUPPLIES & EQUIPMENT

*John A. Earl, Inc. agrees to furnish all labor, supervision, tools, and supplies necessary to fully maintain your equipment in accordance with the specifications listed below:*

## *PREVENTIVE MAINTENANCE AGREEMENT*

| | | |
|---|---|---|
| ***RATES:*** | *Hourly Rate for Labor* ..... | *$ 42.00* |
| | *Hourly Rate for Travel* ..... | *$ 42.00.* |

***NOTE:*** *One man will be sent to each visit. Prices for preventive maintenance repair parts will be charged at 15% off current year's price schedule.*

***FREQUENCY OF INSPECTIONS:*** *Quarterly (two hours per visit)**
***CONTRACT PERIOD:*** *February 1, 2004 to January 31, 2005*

**Service/repairs performed in addition to quarterly inspections will be charged at the following rate:*

| | | |
|---|---|---|
| ***RATES:*** | *Hourly Rate for Labor* ..... | *$ 49.00* |
| | *Hourly Rate for Travel* ..... | *$ 49.00* |

***NOTE:*** *Cost of repair parts will be at current year's price schedule.*

*If you have any questions, please do not hesitate to call me. I may be reached via voice mail at (201) 342-2489. Ext. 23.*

*Yours truly,*
*JOHN A. EARL, INC.*

*Noelle Dentzau*
*Service Manager*

ISSA MEMBER The Experts on Cleaning and Maintenance

Standardized Sanitation Systems, Inc.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2007

PRODUCER (201)662-0300 FAX (201)662-8802
Maret Insurance Agency, Inc.
7822 Kennedy Boulevard
P.O. Box 7207
North Bergen, NJ 07047

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Insurance Group | |
| INSURER B: ARI Insurance Company | 991 |
| INSURER C: Hartford Insurance Company | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | 13UUNTG2347 | 04/29/2007 | 04/29/2008 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | CP29000365 | 10/08/2007 | 10/08/2008 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| A | | EXCESS/UMBRELLA LIABILITY<br>[X] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[X] RETENTION $ 10,000 | 13 XHU TG2601 | 04/29/2007 | 04/29/2008 | EACH OCCURRENCE<br>AGGREGATE | $ 9,000,000<br>$ 9,000,000 |
| C | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | 13WBPA1982 | 05/14/2007 | 05/14/2008 | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | | OTHER<br>Blanket Dishonesty Employee Bond | 13BDDAK1701 | 03/14/2007 | 03/14/2008 | $100,000 Limit | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurer(s) shall not, without obtaining the express advance written permission from the eneral Counsel of the Port Authority, raise any defense involving in any way the jurisdication of ne Tribunal over the person of the Port Authority, the immunity of the Port Authority, its ommissioners, offices, agents, or employees, the governmental nature of the Port Authority, or the rovisions of any statues respecting suits against the Port Authority"

CERTIFICATE HOLDER

Port Authority of NY/NJ
Attn: Facility Contract Administraor

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mark Pochal



©ACORD CORPORATION 1988

## 7.0 Acknowledgement of Addendum (7.G)

Cristi Cleaning Service acknowledges the receipt of all addendums to this procurement.

THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 10/15/07**

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 14039 for General Cleaning of Parking Lots at La Guardia Airport

☒ Due back on 10/23/07, no later than 2:00PM

☐ Originally due on , no later than 11:00AM/2:00PM

**The following changes are hereby made in the documents:**

**For Informational Purposes Only**

1. **Current payroll records are attached.**

   **Please note that wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority. There is no guarantee that these wages will be the same at the commencement of the new contract.**

   **If the Port Authority accepts your proposal, you would be required to pay any employee hired by you at least the same hourly wage rates he/she was paid by the prior Contractor even if those rates are higher than the rates on the attached payroll register.**

2. **The Calculation of the Hourly Rate Form should be based on an employee working 2,080 hours a year.**

**QUESTIONS & ANSWERS**

The following information is made available in response to questions submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by the proposer does not mean or imply, nor should it be deemed to have any meaning,

PS11All

construction or implication with respect to the terms and provisions of the RFP which will be construed without reference to such questions.

**Question #1**

Regarding staffing that is dedicated by station, can we use this staff to cover other stations or must they remain in those designated areas throughout the shift?

**Answer:**

Station workers must remain dedicated to the stations that they are filling. They may not be utilized to cover other stations, perform project work or any other duties while assigned to a station.

**Question #2**

Who is responsible for the cost on Contractor Identity Check/Background Screening? Is there a Port Authority approved vendor?

**Answer:**

The Port Authority will assume all costs if identity/background screening is required. The Contractor will be reimbursed at net cost under extra work. Please note that the Port Authority will only reimburse for Contractor's employees that pass this check. Currently the vendors that the Port Authority is using are Sterling Testing and Seas/RTV.

**Question #3**

Is it your intention that the Contract have only a minimum hourly wage requirement and no combined minimum hourly wage and supplemental benefit requirement?

**Answer:**

Yes

**Question #4**

What is the proper protocol at this account for relief; i.e. meal breaks, etc.?

**Answer:**

All station work must have adequate relief coverage. The Proposer should include their plan as part of their RFP submittal.

**Question #5**

Can you provide the number of staff working at the facility and the seniority of each?

**Answer:**

The Port Authority has attached the seniority list.

All Proposers shall identify the number of staff that they plan on utilizing for this contract. The approximate number of staff at this site is (25) full-time cleaners, (7) part-time cleaners, (4) full-time supervisors and (1) part-time supervisor.

**Question #6**

On page 26, S9 Materials, Supplies and Equipment, the RFP calls for a Tennant 830 diesel. The Port Authority authorized for the current contract an Elgin Cub diesel sweeper as equal. Is this Elgin Cub sweeper equipment considered equal for this new contract?

**Answer:**

No, the Elgin Cub is not considered equal for the new contract.

**Question #7**

Insurance Procured by the Contractor, Page 11 (9).

| | |
|---|---|
| Commercial General Liability: | $ 5 millions |
| Automobile: | $ 2 millions |
| Workers Comp. | $ 1 millions |

Are these the correct figures?

**Answer:**

Yes.

**Question #7**

Material, Supplies and Equipment, Page 26 (A).

Absorbent (Speedi-Dri) will be provided by the Contractor or by Port Authority?

**Answer:**

The Contractor shall supply the Speedi-Dri.

**Question #8**

How many lawsuits has this contract averaged over the course of six years?

**Answer:**

Our records show one (1) lawsuit directly against the current contractor. However, there are several other lawsuits against the Port Authority where it has and will expect the contractor to indemnify the Port Authority in accordance with the obligations under the contract.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: [signature]

DATE: 10/24/07

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO BOB VEIT, WHO CAN BE REACHED AT (212) 435-3916.

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 10/17/07**

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 14039 for General Cleaning of Parking Lots at La Guardia Airport

☒ Due back on 10/23/07, no later than 2:00PM

☐ Originally due on , no later than 11:00AM/2:00PM

**The following changes are hereby made in the documents:**

**In Attachment B, Form of Contract for Facility Services on page 13, delete paragraph 10, Wages, Health and Supplemental Benefits, and insert paragraph 10, Wages, Health and Supplemental Benefits, which is attached.**

**In Attachment B, delete Exhibit I, Sample Wage and Benefit Statement and insert Exhibit I, Sample Wage and Benefits, which is attached.**

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

PS11All

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: CA

DATE: 10/24/07

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO BOB VEIT, WHO CAN BE REACHED AT (212) 435-3916.

PS11All

## 8.0 Acceptance of Standard Contract Terms and Conditions (7.H)

Cristi Cleaning Service has carefully reviewed Attachment B, Standard Contract Terms and Conditions governing the contract and is in full agreement with all. We take no exception to the Standard Contract Terms and Conditions.

## 9.0 M/WBE Plan (7.I) (6)

While Cristi Cleaning Service is classified as both a Small Business Enterprise and a Woman-Owned Business Enterprise and we intend to perform this contract with our own resources, we feel it is important to have a sub-contracting plan in place for future use. We anticipate satisfying any small/small disadvantaged business subcontracting goals by aggressively pursuing qualified concerns that provide the following types of supplies and services:

- Business equipment and supplies
- Equipment supplies and materials
- Uniforms, gloves, safety PPE, etc.

Should we utilize any small, small disadvantaged, minority, or woman-owned business to provide the above listed items, we would first present their qualifications to the Port Authority for approval. Once approved, we would then engage these companies as subcontractors/suppliers for this contract effort.

Cristi Cleaning Service Corporation appreciates the opportunity to present our proposal to the Port Authority of New York/New Jersey...We firmly believe the information presented throughout our proposal shows we have the experience, capabilities, knowledge, resources and financial stability necessary to ensure comprehensive, successful, timely and cost-effective services. We look forward to hearing from you and participating in the next phase of this procurement process.

Chief Equipment----------Snow Supplies---------- $32,000.00

John Earl Co.----------Cleaning Supplies---------- $12,500.00

SunRock----------Vehicle Tires---------- $5,000.00

Percentage against the total contract is ---------3.1%

**THE PORT AUTHORITY** OF NY & NJ

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

# REQUEST FOR PROPOSALS

**TITLE:** GENERAL CLEANING OF PARKING LOTS AT LA GUARDIA AIRPORT

**NUMBER: 14039**

**SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

**PROPOSAL DUE DATE: 10/23/07** — **TIME: 2:00 PM**

**QUESTIONS SHOULD BE SUBMITTED BY: 10/12/07** — **TIME: 4:00 PM**

**PRE-PROPOSAL MEETING: 10/10/07** — **TIME: 10:00 AM**

**SITE VISIT: 10/10/07** — **TIME: 10:00 AM**

**BUYER NAME: BOB VEIT**

**PHONE#: (212) 435-3916**
**FAX#: (212) 435-3959**
**EMAIL: rveit@panynj.gov**

TABLE OF CONTENTS


1. **Information for Proposers on this Request for Proposals (RFP)**
   A. General Information: The Port Authority of New York and New Jersey
   B. Brief Summary of Scope of Work
   C. Deadline for Receipt of Proposals
   D. Submission of Proposals
   E. Communications Regarding this RFP
   F. Proposal Acceptance or Rejection
   G. Pre-Proposal/Site Inspection
   H. Available Documents
   I. Aid To Proposers
   J. Union Jurisdiction
   K. City Payroll Tax

2. **Scope of Work**

3. **Proposer Prerequisites**

4. **Financial Information**

5. **Evaluation Criteria and Ranking**

6. **M/WBE Subcontracting Provisions**

7. **Proposal Submission Requirements**
   A. Letter of Transmittal
   B. Executive Summary
   C. Agreement on Terms of Discussion
   D. Certifications with Respect to the Contractor's Integrity Provisions
   E. Documentation of Proposer Prerequisites
   F. Proposal
   G. Acknowledgment of Addenda
   H. Acceptance of Standard Contract Terms and Conditions (or Form of Contract)
   I. M/WBE Plan

8. **Conditions for the Submission of a Proposal**
   A. Changes to this RFP
   B. Proposal Preparation Costs
   C. Disclosure of Proposal Contents/Use of Ideas and Materials
   D. Ownership of Submitted Materials
   E. Subcontractors
   F. Conflict of Interest
   G. Authorized Signature
   H. References

I. Evaluation Procedures and Negotiation
J. Taxes and Costs
K. Most Advantageous Proposal/No Obligation to Award
L. Multiple Contract Awards
M. Right to Extend Contract
N. Rights of the Port Authority
O. No Personal Liability

## 9. ATTACHMENTS

**Attachment A** - Agreement on Terms of Discussion

**Attachment B** – Form of Contract For Facility Services
PART I Contract Description
PART II Specifications
PART III Cost Proposal Form
Exhibit A – Scope of Work
Exhibit I- Sample Wage and Benefit Statement
PART IV – STANDARD CONTRACT TERMS AND CONDITIONS

**Attachment C** – Calculation of Hourly Wage Rate Form

**Attachment D** – Approved Products List

**Attachment E** – Customer Service – Airport Standards Manual

## 1. INFORMATION FOR PROPOSERS

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

The Port Authority of New York and New Jersey ("Port Authority" or "the Authority") is a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including, but not limited to, three major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the PATH rapid transit system, the Hoboken-lower Manhattan ferry service, and certain New York-New Jersey port facilities.

The Port Authority is hereby seeking proposals from qualified firms to provide janitorial and general cleaning services for all buildings, properties and associated areas at LaGuardia Airport Parking Lots and Garages as more fully described herein.

The passenger and employee estimates below are provided solely for information purposes. The Port Authority makes no guarantee that passenger traffic or the number of employees will remain at the levels set forth herein.

The Port Authority operates and maintains LaGuardia Airport, located in the Borough of Queens, New York, which consists of 680 acres and 72 aircraft gates. The total annual passenger usage for LaGuardia Airport is approximately 26,000,000 and there are over 9,000 persons employed at the airport.

The goal of the Port Authority is to provide the highest quality of cleaning services to all Port Authority customers. This standard shall apply, but not be limited to, the appearance of all areas at LaGuardia Airport Parking Lots and Garages and the appearance of all Contractor's personnel and equipment.

**Customer Service Requirements**

The Port Authority has established a policy that responsive, respectful and helpful customer service is of the utmost importance in providing service to all its customers. This policy applies to the employees who work for companies under contract with the Port Authority.

The Authority will evaluate Proposals from contractors that can provide the services as described in the RFP and Form of Contract in a manner befitting a world class airport, dedicated to meeting and exceeding the needs of our customers. In order to ensure that our contractors provide excellent performance and superior customer service, the Proposer must clearly

demonstrate that it will comply with the performance and customer service standards for this contract. To provide Proposers with an understanding of the Port Authority's requirements concerning service, attached to this Request for Proposal is a listing of Port Authority "Customer Service – Airport Standards Manual" (Attachment E).

**B. Brief Summary of Scope of Work**

The Contractor shall provide janitorial and machine sweeping services as well as snow removal services to LaGuardia Airport Parking Lots and Garages as described herein. All such work shall be performed in accordance with the Specifications in such manner as to afford a high level of performance.

**C. Deadline for Receipt of Proposals**

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

The Port Authority assumes no responsibility for delays caused by any delivery service.

**D. Submission of Proposals**

One reproducible original (containing original signatures and clearly designated as such) and twelve (12) copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

**E. Communications Regarding this RFP**

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer via email at the address listed on the cover page no later than 1:00 p.m. (EST) on October 12, 2007.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be

communicated to Proposers by written addenda and such writing shall form a part of this RFP.

## F. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

## G. Pre-Proposal / Site Inspection

A Site Inspection is scheduled for Oct. 10th 2007 at 10:00 AM. All interested Proposers should meet at The Central Terminal Building

A site inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance.
Attendees interested in attending should RSVP to Bob Barnes at 718-533-3483 no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

## H. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Site Inspection.

These documents were not prepared for the purpose of providing information for Proposers on this RFP but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this RFP. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in

addition, shall not be responsible for inferences or conclusions drawn therefrom. They are made available to Proposers merely for the purpose of providing them with such information, whether or not such information may be accurate, complete, pertinent or of any value to Proposers.

Said documents are as follows:

Conformed Contract Cleaning at LaGuardia Airport Parking Lots and Garages

## I. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom.

## J. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony."

## K. City Payroll Tax

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

a. City of Newark, New Jersey for services performed in Newark, New Jersey;
b. City of New York, New York for services performed in New York, New York; and
c. City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph entitled

"Sales or Compensating Use Taxes", in the "Standard Contract Terms and Conditions" included herein, does not apply to these taxes.

**L. Additional Proposer Information**

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including protest procedures, may be found on the Port Authority website at:
<http://www.panynj.gov/DoingBusinessWith/Contractors/html/other_info.html>.

**M Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits**

The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority and PATH to, based on the Proposals received and discussions with Proposers, to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all four categories will be subject to adjustment in the event the Contractor's prices are adjusted as set forth in the contract terms and conditions and any underpayment in any category will be subject to recovery by the Port Authority as set forth in the contract terms and conditions

## 2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachment B and Exhibit A.

## 3. PROPOSER PREREQUISITES

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

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

It should be noted that a determination that a Proposer meets the prerequisites is no assurance that the Proposer will be deemed qualified in connection with other Proposal requirements included herein. No joint ventures will be acceptable for this Proposal.

## 4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

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

(2) Where the certified financial statements in (1) above are not available, then either reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

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

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

## 5. . EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the proposers' management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall include consideration of the Proposer's proposed labor and supervisory staffing, M/WBE sub-contracting plan, on-site management plans and work plan for this Contract, and proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to prior and proposed wage and benefit compliance and insurance compliance on other Contracts with the Port Authority and its subsidiaries.

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP, including but not limited to items such as:

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar cleaning services in heavily trafficked large public facilities using a staff comparable in size to that necessary for the LaGuardia Airport Parking Lots and Garages cleaning. Experience of Proposer's senior management team in managing employee management programs, including, but not limited to, references for employees, security training, OSHA safety training, quality assurance and control programs, disciplinary procedures, staff planning, payroll processing and recruiting and maintaining a stable workforce and utilization of technological advances in cleaning methods and contract management.

D. Staffing Management

- The Contractor's plan in performing the service hereunder that will ensure that employees who performed similar roles under a previous Port Authority Contract at the Facility suffer no diminution in wage rate under the new Contract;
- The Proposer's plan to ensure compliance with the wage/benefit requirements of this Contract including the quality of the proposed benefits such as health benefits

and supplemental benefits such as holiday, vacation and sick time and any other proposed supplemental benefits
- The Proposer's plan for retaining current employees for this Contract;
- The Proposer's training and safe work environment plans for this Contract.

E. Background Check Plan

The Proposer must submit a Background Check plan in accordance with this document, which will be considered pass/fail."

## 6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority of NY & NJ has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use every good faith effort to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in all purchasing, sub-contracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services. Good faith efforts include 1) dividing the services and materials to be procured into small portions where feasible, 2) giving reasonable advance notice of specific sub-contracting and purchasing opportunities to such firms as may be appropriate, 3) soliciting services and materials from M/WBEs, which may be certified by the Port Authority and 4) insuring that provision is made for timely progress payments to the M/WBEs.

The Port Authority has a list of certified M/WBE firms, which are available to Proposers at their request. The Port Authority makes no representation as to the qualifications and ability of these firms to perform under this Contract. The Proposer may use firms which are not on the list but will be required to submit, to the Office of Business and Job Opportunity (OBJO) for certification, the names of M/WBE firms it proposes to use. Only Port Authority certified M/WBE firms may be considered to meet the goals. For inquiries and assistance, please contact OBJO at (212) 435-7819.

To the maximum extent feasible and consistent with the Proposer's exercise of good business judgment, the Proposer shall make a good faith effort to include 12% participation by MBE's and 5% participation by WBE's in all procurement, subcontracting and ancillary service opportunities associated with this Contract. The Proposer shall submit an M/WBE Participation Plan, (Plan) which shall be evaluated and rated for this procurement. The Plan shall consist of the following:

- Previous M/WBE Participation: Describe any previous or current M/WBE participation which the Proposer has sponsored.

- Scope of Work: Describe the specific scope of work the M/WBE's will perform.

- Identification of M/WBE's: Provide the name and address of any M/WBE included in the Plan. If none are identified, describe the process for selecting participant firms.

- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.

## 7. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

### A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence

**B. Executive Summary**

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

**C. Agreement on Terms of Discussion**

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed.

**D. Certifications With Respect to the Contractor's Integrity Provisions**

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Section III in Part IV- "STANDARD CONTRACT TERMS AND CONDITIONS" of Attachment B of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

**E. Documentation of Proposer Prerequisites**

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

## F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the cleaning services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal

   a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, supplemental benefits, overheads, profits, etc. The cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.

b. Financial – The Proposer shall describe in detail all compensation it expects to receive from the Port Authority for the performance of the work and any other cost factors relevant to the proposal as required in the Cost Proposal Form.

2. Management

a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

b. The Proposer shall show the number of full-time and part time employees to be utilized in providing the services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover.

c. The Proposer should provide a complete description of how it intends to implement and manage the cleaning services at LaGuardia Airport Parking Garages and Lots, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to wage and benefit compliance and insurance requirements, i.e. general liability, automobile and workers' compensation and the Proposer's M/WBE Participation Plan. In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at LaGuardia Airport Parking Garages and Lots, including how it will determine and maintain performance measurements.

d. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days for each of its employees performing services under this

Contract including, but not limited to how such allowance for holiday, vacation and sick days is implemented and administered by the Contractor.

e. The Proposer should submit a Wage and Supplemental Benefits Plan for the Contract for the positions for which average wage and benefit requirements are specified.

f. The Proposer should submit a self-assessment plan, applicable to all years of the contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified average wages and supplemental benefits. The Proposer will submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required average wages and supplemental benefits before the end of the affected period.

3. Technical Experience

a. The Proposer should submit a listing of all cleaning contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. Include for each contract listed the name and address of the contracting party; the locations where the work was performed; duration of the contract; the approximate dollar amount of the contract; the annual staff hours of full and part time labor expended in the performance of the contract; a summary of the types of work performed and the names, addresses and telephone numbers of the owners; representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including their length of service with the firm, the anticipated function of each person on the Contract and a summary of the relevant experience of each person listed. The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to, cleaning related training, security training, OSHA safety training, Quality Assurance/Quality Control programs, payroll processing, recruitment procedures, staffing retention plan, and disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. The Proposer shall submit to the Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning methods and resulting benefits;
- Management of cleaning in buildings and facilities, of similar size.

D. The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

E. Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

**G. Acknowledgment of Addenda**

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

**H. Acceptance of Standard Contract Terms and Conditions**

The Port Authority has attached to this RFP as Attachment B, Form of Contract For Facility Services, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the Proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

### I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the section of this RFP entitled "M/WBE Subcontracting Provisions".

## 8. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

### A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were mailed. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

### B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

### C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

### D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right

### E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. Subcontractors will be subject to all of the security and background checks as Proposer.

## F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

**G. Authorized Signature**

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

**H. References**

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

**I. Evaluation Procedures and Negotiation**

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

**J. Taxes and Costs**

Sales to the Port Authority are currently exempt from New York and New Jersey state and local sales and compensating use taxes and generally from federal taxation. All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

**K. Most Advantageous Proposal/No Obligation to Award**

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

## L. Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

## M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

## N. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing

contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

(3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

**O. No Personal Liability**

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

## ATTACHMENT A

## AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Authority's Freedom of Information Resolution adopted by its Committee on Operations on August 13, 1992, which may be found on the Authority website at *http://www.panynj.gov/AbouttthePortAuthority/ContactInformation/foi_policy.html*, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

_____
**(Company)**

_____
**(Signature)**

_____
**(Title)**

_____
**(Date)**

**ORIGIONAL AND PHOTOCOPIES OF THIS PAGE ONLY.**
**DO NOT RETYPE.**

**ATTACHMENT B**

**FORM OF CONTRACT FOR FACILITY SERVICES**

**TABLE OF CONTENTS**


PART I CONTRACT DESCRIPTION ..... 2
1. General Agreement ..... 2
2. Duration/Escalation ..... 2
3. Payment ..... 4
4. Extra Work ..... 6
5. Liquidated Damages ..... 8
6. Increases and Decreases in Areas or Frequencies ..... 10
7. Authority of the Director ..... 11
8. Authority and Duties of the Manager ..... 11
9. Insurance Procured by the Contractor ..... 11
PART II - SPECIFICATIONS ..... 19
S1 - Specific Definitions ..... 19
S2 - Work Required by the Specifications ..... 19
S3 - Routine and Periodic Cleaning ..... 19
S4 - Management and Supervision ..... 21
S5 - Personnel Requirements ..... 23
S6 - Training Requirements ..... 24
S7 - Customer Service Program ..... 25
S8 – Staffing Requirements ..... 26
S9 - Materials, Supplies and Equipment ..... 26
S10 - Approval of Equipment, Materials and Supplies ..... 31
S11 - Employee Uniforms and Appearance ..... 32
S12 - Breakdown, Malfunction or Damage ..... 33
S13 – Contractor's Vehicles – Parking - Licenses ..... 33
S14 – Site Specific Recycling and Trash Removal ..... 34
S15 - Scheduling of Work ..... 34
S16 - Space Provided the Contractor ..... 35
S17 - Inclement Weather Requirements – Snow Removal/Flood Response ..... 35
S18 - Safety Provisions ..... 36
S19 – Extraordinary Cleaning Services ..... 37
S-20 Telephone, Fax and Modem Lines ..... 37
PART III COST PROPOSAL FORM ..... 38
Part IV - Standard Contract Terms And Conditions ..... 58

## PART I CONTRACT DESCRIPTION

### 1. General Agreement

The Contractor agrees to perform janitorial and general cleaning services at La Guardia Airport Lots and Garages and associated areas and all related areas, buildings and properties associated therewith as set forth herein, including snow removal, and to furnish all labor, supervision, uniforms, vehicles, equipment, materials, supplies, training and other facilities and do all other things necessary, proper or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

### 2. Duration/Escalation

A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about , 2008 on the specific date set forth in the Port Authority's written notice of Proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on the day preceding the third (3) anniversary date (EST) (said date referred to herein as "the Expiration Date").

B. The Port Authority shall have the right to extend this Contract for one (1) three (3) year period from the Expiration Date (herein referred to as the "Option Period") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period, subject only to the adjustment of charges as hereinafter provided.

C. For the first, second and third years of the Option Period exercised hereunder, (excluding the 120 day Extension Period as described in paragraph below,) the Port Authority shall adjust the prices inserted by the Contractor on the Cost Proposal Form as hereinafter provided utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the

United States Department of Labor (hereinafter called the "Price Index"). The price adjustment shall be capped at three (3) percent.

D. For the first year of the Option Period, the Price Index shall be determined for the months of August 2009 and August 2010. The prices in effect in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for August 2010 and the denominator of which is the Price Index for August 2009. The resulting product shall be the compensation payable in the first year of the Option Period. The price adjustment shall be capped at three (3) percent.

E. For the second year of the Option Period, the Price Index shall be determined for the months of August 2010 and August 2011. The prices in effect in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2011 and the denominator of which is the Price Index for August 2010. The resulting product shall be the compensation payable in the second year of the Option Period. The price adjustment shall be capped at three (3) percent.

F. For the third year of the Option Period, the Price Index shall be determined for the months of August 2011 and August 2012. The prices in effect in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for August 2012 and the denominator of which is the Price Index for August 2011. The resulting product shall be the prices in effect in the third year of the Option Period. The price adjustment shall be capped at three (3) percent.

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

H. In the event the prices set forth on the Cost Proposal Form shall be adjusted hereunder, then, simultaneously with such adjustment of the charges, the Hourly Wage and Cost of Health Benefits and Cost of Supplemental Benefits (other than Health Benefits) as set forth in Section 10 and in the Authority's Letter of Proposal Acceptance shall each also be adjusted during the option period in the same manner and by the same percentage as set forth above for the prices on the Cost Proposal Form. The Contractor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions of said Form of the Contract, Section 10 Wages and Supplemental Benefits in connection therewith. In the event that the price index is not available for any specified month as herein above set forth within the time set forth for payment, such Price Index for the latest month then published shall be used to constitute the Price Index.

I. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term or Option Period if exercised, subject to the same terms and conditions then in effect. The prices quoted by the Contractor for the third year of the Base Term, or third year of the Option Period, if applicable, shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the applicable Expiration Date that the Contract term is so extended.

**3. Payment**

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the lump sum price and the actual quantities of services performed and the respective prices inserted by the Contractor in the Cost Proposal Form, subject to the adjustment provisions hereof,, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor the contractor shall invoice the Port Authority for one twelfth (1/12) the Annual Lump Sum Price for said services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services performed by the Contractor hereunder, the Contractor shall invoice the Port Authority the applicable price per hour inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract times the number of hours expended in the month.

iii) For each item of Extraordinary Cleaning Services performed by the Contractor, the Contractor shall invoice the Port Authority the price per hour, price per square foot, or price per fixture, as applicable, for such services inserted by the Contractor in the Cost Proposal Form for the appropriate Contract Year, as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned, fixtures cleaned or hours of work performed by the Contractor in the month.

iv) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice for all work performed satisfactorily. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

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

The annual estimated quantities set forth on the Cost Proposal Form are given solely to enable the Port Authority to make price comparisons. The Port Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor's compensation for unit price work will be computed based on the actual hours expended and/or square feet cleaned, as the case may be, as further set forth above.

v) Payments made hereunder are subject to such adjustments as may be necessitated following Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

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

In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the

month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

**4. Extra Work**

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when 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 Contract Price of this Contract for the entire Term of this Contract including extensions thereof.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Form and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

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

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

"Labor" means laborers, mechanics, and other employees below the rank of Supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

## 5. Liquidated Damages

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the services required hereunder in accordance with the requirements and at the minimum frequencies set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Port Authority shall be liquidated as follows:

A. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A of the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred (200%) of the Unit Price inserted by the Contractor on the Cost Proposal for "Extraordinary Cleaning Services" as appropriate for the applicable service and year, multiplied by the number of square feet, hours or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for Cleaner Services quoted by the then in effect multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the work not performed. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

B. If the Contractor fails to satisfactorily perform any Snow Removal at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services then in effect multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

C. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any cell phone devices required to be provided to any 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 cellular phone is not so provided and operable.

D. If any Supervisor hereunder fails to respond to cellular phone communication related to performance of his/her services hereunder within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hour thereafter in which any Resident Manager or Supervisor fails to respond.

E. If the Contractor fails to have a Supervisor or lead worker on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $40.00 per hour for each hour the Supervisor or lead worker is not on duty.

F. If the Contractor fails to provide to the Manager a written work schedule covering the first three months of the contract within ten (10) days of the contract start date, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

G. In the event the Contractor fails to provide the information every six months as required in the Section hereunder entitled "Wages, Health and Supplemental Benefits" Section H, then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

H. If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

I. If the any employee of the Contractor hereunder fails to wear the proper uniform, then the monthly installment payable hereunder shall be reduced by $50.00 for each day when such employee is not so properly attired.

J. If the Contractor fails to provide and maintain in good running and operating condition as determined by the Manager any motor vehicle for the exclusive use of the Contractor's personnel for inspections and/or transporting of personnel and/or materials and furnishing services hereunder, then the monthly installment payable hereunder shall be reduced by $150.00 for each day or part thereof during such month which such motor vehicle is not so provided and operable.

K. If the Contractor fails to provide and maintain in proper working order any significant item of equipment as determined by the Manager that is required hereunder, then the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month which significant item of equipment as determined by the Manager is not provided and operable.

L. If the Contractor fails to provide and maintain any snow blower or Gravely broom in proper working order as determined by the Manager, the monthly installment payable hereunder shall be reduced by $75.00 for each day, or part thereof during said month, which any such snow blower is not so provided and operable.

M. If the Contractor shall fail to submit to the Manager the Contractor's Safety Program within thirty (30) days as described herein then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the Contractor fails to submit the report.

N. If the Contractor shall fail to meet the requirements of the Customer Service

Program as described herein then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the Contractor fails to meet the requirements of the program.

In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Port Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

Should the Contractor only partially perform any item of work, within an area specifically defined in the Specifications, the Manager shall have the right, in computing liquidated damages hereunder, to base his computation on the total quantity of square feet within said area to which said item of Work applies.

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

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or as a wavier of such right or an election of remedies.

**6. Increases and Decreases in Areas or Frequencies**

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

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Cost Proposal Form (for the applicable Contract Year) for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract). If there is no Unit Price for the service which is increased or decreased, the hourly rate for Extraordinary Cleaner Services will be used multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he shall consider generally accepted industry standards where such are available.

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

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during the Option Period, 50% for the Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

**7. Authority of the Director**

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

**8. Authority and Duties of the Manager**

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

**9. Insurance Procured by the Contractor**

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

**Commercial General Liability Insurance** - $5 million combined single limit per occurrence for bodily injury and property damage liability.

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

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. [CITS #3061N].

10. Wages, Health and Supplemental Benefits

**A.** Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Resident Manager , and other administrative personnel performing such duties exclusively.
2) "Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (excluding vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.
3) "Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as wages.

4) "Health Benefits" shall mean benefits, other than Supplemental Benefits, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families, incorporating at a minimum hospitalization and physician services. Health Benefits provided to Employees and their families shall be subject to the following requirements:

a. 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:

i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor at no enrollment cost to the employee;

ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program at no enrollment cost to the employee, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

b. Health Benefits shall be provided to Full Time Employees (FTE's) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.

c. The Contractor shall provide each FTE with written information, i.e. documents relating to each Employee's health care coverage.

d. The Contractor shall provide continued health benefits to FTE's and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

5) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families, subject to the following requirement:

a. The Authority's letter of Proposal Acceptance shall establish a numerical (dollar) requirement for Health Benefits at the inception of the Contract.

6) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.

7) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including

payments which are not Wages within the meaning of this numbered clause, subject to the following requirements:

a. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.
b. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.
c. The Authority's letter of Proposal Acceptance shall establish a numerical (dollar) requirement for Supplemental Benefits, other than Health Benefits, at the inception of the Contract.

8) "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.
9) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B.** Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2008. The employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

**C.** Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wage for each Employee in each category as set forth below.

Minimum Hourly Wage*
Cleaner- $13.10 (per hour)
Supervisor-$16.19 (per hour)

*The above-stated Minimum Hourly Wage applies to the 1st year of the base term of the Contract. For the remaining years in the base term of the Contract, the Minimum Hourly Wage shall be established in Authority's letter of Proposal Acceptance.[im5]

**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 "Duration/Escalation" in the Contract Specific Terms and Conditions, then the

Minimum Hourly Wage(s) stated above in Paragraph C, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted. In the same manner, the amounts for Health Benefits and Supplemental Benefits set forth in the Authority's letter of Proposal Acceptance shall be similarly adjusted.

**E.** Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wage, as set forth above, and Health and Supplemental Benefits, as set forth in the Authority's letter of Proposal Acceptance, allows the Contractor to pay or provide some of its Employees hourly Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

**F.** Contractors (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

**G.** The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, 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) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

**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 which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

**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, Health Benefits and other Supplemental Benefits (the "employee payments"), 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 employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide Health Benefits and other 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 to the Contractor.

**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.

## PART II - SPECIFICATIONS

### S1 - Specific Definitions

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

The term "Clean" shall mean the absence of snow debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, and odors from any and all surfaces to the satisfaction of the Manager.

The term "Full Time Employee" (F.T.E.) shall mean a Contractor's employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) day requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written approval.

The terms "LaGuardia Airport" or "Facility" shall mean the following portions of LaGuardia Airport Parking Garages and associated areas..

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to result in a clean condition, as defined above, for the area or item.

### S2 - Work Required by the Specifications

These Specifications relate generally to the performance of janitorial and limited snow removal at the LaGuardia Airport Central Parking Lots and Garages to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

### S3 - Routine and Periodic Cleaning

Exhibit A Scope of Work, attached hereto and made a part of these Specifications enumerate those routines at the Site of the Work which are to be cleaned hereunder on a routine basis, as well as those cleaning services that are to be provided by the Contractor on a regularly scheduled (periodic) basis. Such areas shall be cleaned in the manner and

at the times and frequencies set forth in Exhibit A or other hours designated by the Manager.

Where Exhibit A of these Specifications sets forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

Subject to the provisions of the immediately preceding paragraph, with respect to the term "Frequency of Cleaning" as set forth in Exhibit A, the following shall apply:

1 x year - Items marked "1 x yr." shall be cleaned once each year, but the Contractor shall allow at least 10 calendar months (298 days) but no more than 12 calendar months (365 days) to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

3 x year - Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall allow at least 3 calendar months to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year, but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 56 calendar days but no more than 60 calendar days to elapse between cleanings.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

26 x year - Items marked "26 x yr." shall be cleaned every other week, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

52 x year - Items marked "52 x yr." shall be cleaned once each week, but the Contractor shall allow at least 4 calendar days but no more than 7 calendar days to elapse between cleanings.

104 x year - Items marked "104 x yr." shall be cleaned twice each week, but the Contractor shall allow at least 2 calendar days to elapse between cleanings.

150 x year - Items marked "150 x yr." shall be cleaned approximately three times per week, but the Contractor shall allow at least one calendar day to elapse between cleanings.

260 x year - Items marked "260 x yr." shall be cleaned every day, Monday through Friday, including Holidays.

353 x year - Items marked "353 x yr." shall be cleaned every day of the calendar year, Monday through Sunday, holidays included, except for those twelve (12) occasions per year during which a different cleaning operation to the same area is scheduled.

365 x year - Items marked "365 x yr." shall be cleaned every day of the calendar year, Monday through Sunday, holidays included.

**S4 - Management and Supervision**

A. The Contractor shall assign a Resident Manager whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays and at such other times as the Manager may require. However, the 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 Site of the Work and shall have day to day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder, overall supervision of assigned staff; scheduling of Work in a timely manner; ordering of equipment, material and supplies and training of employees. The Contractor's Resident Manager shall wear a jacket and tie and shall also be available to the Facility Manager at such times as the Facility 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 Facility Manager may wish to transmit.

The Contractor shall also assign sufficient supervisory staff, for routine cleaning and for periodic cleaning hereunder at the minimum levels listed below, whose presence at the Site of the Work will be required daily, twenty-four (24) hours per day, seven (7) days per week, Monday through Sunday, including holidays.

(1) On the 7:00 a.m. to 3:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included), one (1) Supervisor to supervise the Contractor's personnel performing cleaning work at the Parking Lots and Garages

(2) On the 3:00 p.m. to 11:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) one (1) Supervisor to supervise the Contractor's personnel performing cleaning

work at the Parking Lots and Garages Of these supervisors, one (1) must have the ability to make decisions in the absence of the Resident Manager.

(3) On the 11:00 p.m. to 7:30 a.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) one (1) Supervisor to supervise the Contractor's personnel performing cleaning work at the Parking Lots and Garages . Of these supervisors, one must have the ability to make decisions in the absence of the Resident Manager.

These Supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder including, but not limited to ensuring such personnel are signed in and ready to work, are properly uniformed and identified, are in their assigned areas and relieved on schedule, have adequate supplies and they shall not be assigned to the performance of administrative tasks.

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

C. All Resident Managers and Supervisors assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.

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

C. All Resident Managers and Supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Facility Manager with such proof of prior experience, including references, as the Facility Manager may request. The Contractor shall provide the Facility Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

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

D. The Contractor's Resident Manager, and any Supervisor hereunder shall be provided with a beeper and radio and shall respond to the Facility Manager within fifteen (15) minutes of receiving any pager/radio notice.

G. Primary residence telephone number and alternate phone numbers shall be made available to the Manager for the Resident Manager and Supervisor and on-site management persons on the Contractor's staff for use in emergency notifications and shall be updated as necessary.

H. The cost for the Resident Manager and all such Supervisors shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

**S5 - Personnel Requirements**

In addition to the Personnel Standard Requirements set forth in the Standard Contract Terms and Conditions, the Contractor shall be required to train all its personnel in the proper handling of blood and blood products as mandated by Federal OSHA, Bloodborne Pathogen Standard 29 CFR 1910.1030. The Contractor shall supply materials and equipment and medical waste cleanup kits for blood products at the Facility. Such kits shall, at a minimum, include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Port Authority at no charge to the Contractor shall dispose of any medical waste generated by the Contractor.

The Contractor shall be required to train all its personnel in the safe use of ladders as mandated by Federal OSHA Standard 29 CFR 1926.1050-1060. Training must enable each employee to recognize hazards related to ladders and use proper procedures to minimize these hazards.

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to The Port Authority, the Contractor shall immediately take such actions as are necessary to assure that the Contract is performed in full accordance with the requirement hereof. Further, if in the determination of the Director, any such employee has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

Any employee performing machine sweeping/machine scrubbing must be adequately trained and know how to operate such equipment.

Any employee performing lavatory attendant duties must have the ability to effectively use communication and interpersonal skills in order to resolve customer problems and complaints.

**S6 - Training Requirements**

As operator of LaGuardia Airport, the Port Authority is concerned with providing assistance and information, if required, as well as maintaining a clean and safe environment for its employees, tenants and the traveling public.

It shall be the responsibility of the Contractor to ensure that all of its employees performing the Work hereunder receive training as specified in items (1) through (3) below. The on-going training program (referenced to herein as the "training program") will focus on Customer Service, Supervisory and Technical Skills. A brief description of the requirements of the various components of the training program are as follows:

**(1) Customer Service Relations:**

All of the Contractors employees performing the Work hereunder shall attend a Port Authority provided training session in Customer Service Relations, for each year of this Contract, which shall be approximately three (3) hours in duration and the cost of attendance by the Contractor's personnel shall not be included in the Contractor's Annual Lump Sum Price, but will be reimbursable to the Contractor by the Port Authority at the price for Training separately quoted by the Contractor on the appropriate Cost Proposal Form for Training.

**(2) Supervisory:**

The Contractor's Managers and 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 the award of this Contract. The required supervisory training shall be completed within six (6) months of the Contract start date. Any newly hired or promoted Supervisory 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 Port Authority.

**(3) 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, routine and periodic work specifications, cleaning materials and their applications, proper use and maintenance of equipment, and any additional technical training such as operation of snow blowers and control of blood borne pathogens, etc., that the Manager deems necessary. Such technical training will be at no cost to the Port Authority. The Contractor may utilize subcontractors/consultants to conduct any portion of the technical training.

Within thirty (30) days 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 which shall include but not be limited to the following:

i) A list of all Supervisors and staff who will receive training and the type of training they will receive,

ii) The person or organization responsible for conducting the different training programs,

iii) A training calendar indicating approximate dates during which different training sessions are planned.

**S7 - Customer Service Program**

A. Mission Statement and Core Values

From and after the Date of Commencement (Date) and continuing throughout the balance of the term of the Contract, including the option years, if any, the Contractor shall develop and establish customer based core values and a mission statement for the operation and management of the General Cleaning Service, which shall be subject to the continued approval of the Manager. Within thirty (30) days of the Date, the Contractor shall, at his expense, post its mission statement in conspicuous on-airport locations including its roll-call site and locations in which the general public interfaces with the Contractor's employees. The location and means of posting the mission statement shall be subject to the prior approval of the Manager. Personnel who interface with the public are expected to be able to explain, upon request, how the core values and mission statement impact their respective jobs.

The Contractor shall take measures to ensure compliance with all standards referenced in the "Airport Service Standards Manual".

B. Quality Assurance Program

The Port Authority, as its sole cost and expense, may retain an independent third party contractor to conduct random surveys eliciting information on staff courtesy and helpfulness, cleanliness of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport Service Standards Manual", and any other measures of performance that shall be designated by the Manager, no less than three (3) times per month (hereinafter referred to as the "Mystery Shopper Program"). The Port Authority shall have the right, in its sole discretion and without prior notice to the Contractor, to modify the Mystery Shopper Program. The Mystery Shopper Program will be conducted by persons (hereinafter called "The Mystery Shopper") trained by the independent contractor, who shall base their evaluations on both of their interactions with and observations of the contractor's staff and operations.

The Manager, or his designated representative shall also conduct surveys of the Service not less than once per quarter (hereinafter referred to as the "Manager's Survey"). The

Contractor's performance will be evaluated based upon criteria, including but not limited to the degree and extent to which the Contractor can effectively manager the Service, the quality of the employee training program and the ability to retain employees in the Service at the Airport. The Port Authority shall have the right, in its sole discretion, to modify the Manager's Survey.

**S8 – Staffing Requirements**

Staffing requirements shall be submitted in accordance with the requirements of this RFP and approved by the Authority.

**S9 - Materials, Supplies and Equipment**

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste. The Port Authority will supply all light bulbs hereunder.

B. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to: power pack blowers, Billy Goat gas powered walk behind vacuums or Authority approved equal, 3 sections – OSHA approved folding aluminum, 4x8 scaffold with stairway built in with out riggers and adjustable legs with wheels and safety railing, commercial 110 volt wet & dry canister vacuum, 25 gallons, with vacuum type floor squeegee. Steam cleaning equipment capable of delivering $180^0$ water temperature at 3,000 p.s.i., which shall be self-contained with water, heating equipment and electrical power, single action scrubbing machines, Tennant Model 5700 triple action scrubbing machine with two (2) 36" cylindrical brushes or Authority approved equal, ladders (10 ft., 6 ft., 4 ft.) heavy duty extension cords portable CFI breaker box (minimum 300 ft.), signs (i.e. wet floors), street brooms, rakes, flat shovels, ice choppers, scrapers, paper picks, trash containers on wheels, one Tennant 810 gas sweeper or a Port Authority approved equal (referred to herein as the "gas sweeper") with headlights, tail lights, brake lights, turn signals, 4 way flashers, side brush spot lights, and an amber rotating beacon, cab assembly including heater/defroster and air conditioning, audio-visual back-up alarm, towing hooks, hydraulic by-pass, and one ~~new~~ Tennant 830 diesel sweeper or a Port Authority approved equal (referred to herein as the "diesel sweeper") with left and right side brushes, heater/defroster air conditioning, cab pressurizer, 6 ft. dump height capability, flood lights, 6" vacuum hose for remote pick up of debris, 3.4 cu. yd. stainless steel hopper, main brush dry dust control for use without water, 25 mph road travel capacity, 4 wheel power steering, towing hooks, hydraulic by-pass, a second person jump seat, rotating beacon, slow moving vehicle sign and audio-

visual back-up alarm. The gas sweeper and diesel sweeper shall each have warranty on labor and parts during the term of this Contract and any extension year. The Contractor shall enter into an agreement(s) for a monthly factory authorized maintenance program(s) for the gas sweeper, the diesel sweeper and triple action scrubbing machine during the term of this Contract and any extension year. The gas sweeper and diesel sweeper must remain at the Site of the Work at all times. The Contractor shall have adequately trained personnel on each shift for the purpose of operating a machine sweeper

C. Snow removal equipment shall consist of but not be limited to:
1) Three (3) Snow Blowers 7.5 hp/ two stage or equivalent.
2) Two (2) Multi-function Heavy -Duty Gravely model with attachments (Blower, Broom, and Plow) or equivalent but I would much rather it be Gravely.
3) Twenty-four (24) snow shovels.
4) Twelve (12) heavy duty spreaders.
5) Twelve (12) ice choppers
6) Additional Nextel or other Port Authority approved communications devices for any additional supervisors

No vehicles exceeding seven (7) feet in height shall be permitted in the garage areas.

No water and most times electric will be available to the Contractor at the Site of the Work. The Contractor shall make available as needed a separate generator equipment truck, capable of holding at least 300 gallons of water.

No periodic work shall be performed without the Resident Manager or Supervisor present at the Site of the Work. All liquids generated through wet degreasing must be collected and disposed of through the Facility's sanitary waste system as directed by the Manager. Absolutely no runoff or disposal of resultant liquids is to enter the storm sewer system.

The Contractor shall supply, as needed, a self-contained scrubbing unit capable of recovering all liquids generated during the degreasing operations hereunder.

The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of Work. Therefore, the Contractor shall not include costs for the aforementioned items in its bid.

All mechanically operated equipment must be in sound operating condition as determined by the Manager and the Contractor shall enter into Agreements for factory authorized maintenance for the ride-on and walk-behind scrubbers hereunder. In addition, all radios shall be functional at all times as determined by the Manager and subject to Port Authority inspection.

C. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, (see below), sanitary napkins and tampons, sanitary napkin disposal drop boxes and bags and toilet seat covers and their refills which are located in the lavatories and other areas to be cleaned hereunder. The current standard soap dispenser at the Facility is Kimberly-Clarke-

In-Sight Model #92551 (color smoke/gray); the current stainless steel seat cover dispenser is American Specialties, Inc. (ASI) Model #0477-SM; and the current sanitary napkin drop box is American Specialties, Inc. (ASI) Model #0852, and the Contractor shall maintain a minimum of six (6) spare units of each and the Port Authority staff will install such dispensers and containers so as to keep same in full working order.

D. Should the Manager determine that any such dispenser or container installed in accordance with Paragraph C above is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, the Contractor shall be reimbursed for the purchase price of the replacement provided that he has supplied a receipt for such purchase to the Manager.

The Contractor shall obtain the Manager's approval of the type, number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work. All replaced dispensers hereunder shall become the property of the Port Authority.

E. The following specification covers single ply toilet in roll form to be provided by the Contractor:

1. Requirements: 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 fiber. 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 82% recycled content of which a minimum of 34% shall be post consumer.

2. Physical Requirements of Roll Toilet Tissue:

| | |
|---|---|
| a. Basic Weight (minimum) | 10.5 |
| b. Tensile Strength, dry 02./inch machine direction (minimum) | 14 |
| c. Absorbency (maximum) | 25 seconds |
| d. Brightness (minimum) | 78% |

3. Workmanship: Toilet 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.

4. Packing and Delivery: The rolls of toilet tissue 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/number. The product

wrapper shall remove freely from the tissue roll. Delivery shall be unopened cartons for easy removal from delivery vehicles.

5. Total Roll size: Toilet tissue rolls shall be furnished and delivered in rolls having not less than 2,200 linear feet per roll and must fir properly in toilet tissue dispensers presently in use at the facility. The toilet tissue dispenser currently in use is Kimberly-Clark, JRT Junior Jumbo Roll, stainless steel tissue dispenser model number 9564 (10.625" x 11" x 5.1875").

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).

F. 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:

| | Minimum | Maximum |
|---|---|---|
| Roll Width | 7-3/4" | 8.25" |
| Linear feet/roll | 420 | 475' |
| Rolls per case | 12/rolls/case | 16 rolls/case |
| Basis Weight | 24 lbs. | 34 lbs. |
| Absorbency | -- | 20 sec. |
| Brightness | 78% | -- |
| Color | white | white |
| Tensile Strength-Dry | 36 oz./inch Average Both Directions | |
| Tensile Strength-Wet | 9 oz./inch Average Both Directions | |
| Recycled Content | 40% Post Consumer Waste | |

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

G. C-Fold 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:

| | Minimum | Maximum |
|---|---|---|
| Basis Weight | 24 lbs. | 34 lbs. |
| Absorbency | -- | 20 sec. |
| Brightness | 78% | -- |
| Color | white | white |
| Tensile Strength-Dry | 36 oz./inch Average Both Directions | |
| Tensile Strength-Wet | 9 oz./inch Average Both Directions | |
| Recycled Content | 40% Post Consumer Waste | |

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

The Contractor shall retain any revenue derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .25 per item unless otherwise authorized by the Manager.

The Contractor shall replace as necessary all cartridges and batteries used in the Automatic Odor Counteracting Dispenser Units located in all lavatories in the Central Terminal Building.

The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.

The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

Minimum inventory of materials that must be maintained by the Contractor at the Facility at all times shall be at least 10% of the estimated quantities specified in this Section.

**S10 - Approval of Equipment, Materials and Supplies**

Only equipment, materials and supplies approved in advance by the Manager shall be used by the Contractor in performing the Work required hereunder. The supplies which are currently approved for use are set forth in the "Port Authority Approved Products List – Environmental Protection Supplies" which is available during regular business hours in the office of the Manager. This list may be revised periodically and the Contractor shall

be responsible for obtaining all updated listings from the Manager's office.

The Contractor may propose additional equipment, materials and supplies for the Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

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

**S11 - Employee Uniforms and Appearance**

In addition to the General Uniform Requirements for Contractor's Personnel set forth in the Standard Contract Terms and Conditions, the Contractor shall 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 agrees that his employees will present a neat, clean and orderly appearance at all times. The Contractor shall cause its employees to change to freshly cleaned uniforms at least twice a week and it will supply its employees with sufficient uniforms to comply with said requirements. 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 ANSI approved shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform.

The Contractor will be granted a five (5) day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder the following as a minimum: the Contractor's identification badge and vest.

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 obligations of the Contractor to perform the work or to furnish the required number of employees at each location at the premises as specified.

**S12 - 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, he shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Authority and shall remain in place until necessary repairs are completed.

**S13 – Contractor's Vehicles – Parking - Licenses**

A. The Contractor's vehicle requirements for the duration of this contract shall be the following:

1) Two (2) operational heavy duty four wheel drive pick-up truck with six (6) person crew cab, power lift gate combination pintel/replaceable ball-tow hitch and a rotating amber beacon subject to the approval of the Manager for the exclusive use of its personnel in furnishing services hereunder. Such motor vehicles shall remain on the Facility at all times, shall be used only for inspections and/or the transporting personnel and/or materials and equipment and during certain lane closing or other operations that would require warning for traffic. Such vehicle must be maintained to ensure sound mechanical performance and safe operating condition to the satisfaction of the Manager. Such vehicles shall be clean and free of dents, rust, holes etc. at all times.

Any vehicle used by the Contractor must have a permanently affixed Contractor emblem, decal or insignia at all times. No personal vehicles shall be used in performance of this contract

All vehicles provided hereunder must have proper lights, proper lettering, be registered, pass state inspection, have no obvious physical damage and be maintained in accordance with manufacturer's requirements or specifications. No personal vehicles shall be used in the performance of this Contract. This vehicle shall be kept clean and neat at all times

B. At the Manager's discretion, the Port Authority may permit the Contractor during the effective period of this Contract to park the required motor vehicle described in A. above of this numbered clause in such locations as may from time to time or at any time be designated by the Manager.

C. The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization. The Contractor shall comply with such rules, regulations and procedures as are in force and such existing reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facilities or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Prior to their use, and at such

other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. Each vehicle used in the performance of Work required hereunder shall display, at all times, a license plate issued by the Authority attesting to successful completion of such Port Authority inspection.

**S14 – Site Specific Recycling and Trash Removal**

In addition to the Trash Removal Requirements set forth in the Standard Contract Terms and Conditions, 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.

**S15 - Scheduling of Work**

A. The Contractor shall, during the term of this Contract with respect to Work covered by Exhibit A, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the 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 months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty 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.

   All invoices and schedules must clearly indicate the appropriate Contract items.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action.

   Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

A. 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.

**S16 - Space Provided the Contractor**

The Authority will furnish the Contractor with nonexclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designated by the Manager and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

**S17 - Inclement Weather Requirements – Snow Removal/Flood Response**

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice, sleet or flooding from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include but shall not be limited to, sidewalks, building entrance, emergency exits, bus stops, pedestrian crosswalks, and up to ten (10) feet of both side of entrance ticket booths, exit toll booths, adjacent sidewalks in the Parking Lots and Garages. Exterior areas will not include snow removal from actual Roadways. It may be required that the Contractor shall respond to areas on the facility as directed by the Manager to remove all water, debris, etc. associated with a flooded area. Squeegee mop, shop vacuum (wet and dry) may be needed to perform this function.

At the request of the Manager, snow, which is so removed, shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this clause. Compensation for each hour expended by such

personnel in the performance of such services shall be at the appropriate Price per Hour as same is set forth in the Contractor's Cost Proposal. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such record as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal or flood response are no longer needed.

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

In addition to the materials, supplies and equipment referred to in Section S9, the Contractor shall further provide all snow blowers, Gravely brooms, snow shovels, brooms, ice choppers, salt spreaders, cyclone spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit weekly usage reports to the Manager detailing all sand/or deicing material utilized by the Contractor for the week covered.

Snow Removal and Flood Response Services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal and Flood Response Services separately quoted by the Contractor under Snow Removal and Flood Response.

**Photo Identification Cards for Contractor's Additional Employees** - (snow emergency) - The Contractor shall provide photo-identification cards for any additional employees not normally assigned to the facility but who are assigned to the facility for snow emergencies. Such photo-identification cards must be prominently displayed by the employees and shall not be obscured by clothing.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal separately quoted by the Contractor under Snow Removal.

**S18 - 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 place of work one copy of the Material Safety Data Sheet (MSDS) conforming to the requirements of Federal Regulations 29 CFR 1910.1200(g) for each chemical utilized for work on this Contract.

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall, at his own expense and as an included cost, be required to train all their personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the Facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

**S19 – Extraordinary Cleaning Services**

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform requested extraordinary cleaning services at the unit prices inserted by the Proposer in the attached Cost Proposal Form 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.

**S-20 Telephone, Fax and Modem Lines**

The Contractor shall be responsible for all costs associated with the installation, maintenance and operation of any telephone, fax or modem lines in its office space at the facility

## PART III COST PROPOSAL FORM

1. Entry of Prices

   a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.

   b. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

   c. Prices must be submitted for each Item required on the Cost Proposal Form.

   d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Annual Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.

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

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

   g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year.

NOTE: All prices shall include, but not be limited to the cost of materials, supplies, equipment and other such items, including, but not limited to those items listed on the Calculation of Hourly Rate Form attached to this Proposal.

## ATTACHMENT B – PART III

COST PROPOSAL FORM

**FIRST YEAR**

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$_____

| **Snow Removal** | **Estimated Annual No. of Hours** | X | **Price Per Hour** | = | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $_____ | = | $_____ |
| **Training** | 600 | X | $_____ | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | X | **Price Per Hours/Sq. Ft/ Item** | = | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Cleaner Services | 1,000 hrs. | X | $_____ per hr. | = | $_____ |
| Machine Sweeping | 30,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash/Rinse Light Fixtures | 50 fixtures. | X | $_____ per fi x. | = | $_____ |
| Walls / Signs Wash/Rinse | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Bus Shelters Wash/Rinse | 30,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |
| Lavatories Through Clean | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Booths Wash and Rinse | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |

Total Estimated Annual Price $_____

**A. Estimated Annual Contract Price First Year $_____**
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

## SECOND YEAR

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$_____

| Snow Removal | Estimated Annual No. of Hours | | Price Per Hour | | Estimated Annual Price |
|---|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $_____ | = | $_____ |
| Training | 600 | X | $_____ | = | $_____ |

| Extraordinary Cleaning Services | Estimated Annual No. of Hours/Sq.Ft./Item | | Price Per Hours/Sq. Ft/ Item | | Estimated Annual Price |
|---|---|---|---|---|---|
| Cleaner Services | 1,000 hrs. | X | $_____ per hr. | = | $_____ |
| Machine Sweeping | 30,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash/Rinse Light Fixtures | 50 fixtures. | X | $_____ per fix. | = | $_____ |
| Walls / Signs Wash/Rinse | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Bus Shelters Wash/Rinse | 30,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |
| Lavatories Through Clean | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Booths Wash and Rinse | 1000 sq. ft. | X | $_____ per sq. ft | = | $_____ |

Total Estimated Annual Price $_____

**B. Estimated Annual Contract Price Second Year $_____**
**(Sum of Routine and Periodic Cleaning, Snow Removal, Flood Response, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

## THIRD YEAR

**Routine and Periodic Cleaning** **Annual Lump Sum Price**

$_____

| **Snow Removal** | **Estimated Annual No. of Hours** | | **Price Per Hour** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Snow Removal /Flood Response | 2,000 | X | $_____ | = | $_____ |
| **Training** | 600 | X | $_____ | = | $_____ |

| **Extraordinary Cleaning Services** | **Estimated Annual No. of Hours/Sq.Ft./Item** | | **Price Per Hours/Sq. Ft/ Item** | | **Estimated Annual Price** |
|---|---|---|---|---|---|
| Cleaner Services | 1,000 hrs. | X | $_____ per hr. | = | $_____ |
| Machine Sweeping | 30,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Steam Cleaning/ Degreasing | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Wash/Rinse Light Fixtures | 50 fixtures. | X | $_____ per fix. | = | $_____ |
| Walls / Signs Wash/Rinse | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Bus Shelters Wash/Rinse | 30,000 sq.ft. | X | $_____ per sq. ft | = | $_____ |
| Lavatories Through Clean | 1,000 sq. ft. | X | $_____ per sq. ft | = | $_____ |
| Booths Wash and Rinse | 1000 sq. ft. | X | $_____ per sq. ft | = | $_____ |

Total Estimated Annual Price $_____

**C. Estimated Annual Contract Price Third Year $_____**
**(Sum of Routine and Periodic Cleaning, Snow Removal, Training and Extraordinary Cleaning Services)**

## ATTACHMENT B – PART III

## COST PROPOSAL FORM

| | |
|---|---|
| **A. Estimated Annual Contract Price First Year** | **$_____** |
| **B. Estimated Annual Contract Price Second Year** | **$_____** |
| **C. Estimated Annual Contract Price Third Year** | **$_____** |
| **Total Estimated Contract Price Three (3) Years** | **$_____** |

# Exhibit A

**SCOPE OF WORK:** The following work, or other duties as assigned, in the specified areas, shall be performed by the Contractor under this Contract

## A. STATION WORK

**Times:**
A Tour 11:00 p.m. – 7:30 a.m. 365 days per year
B Tour 7:00 a.m. – 3:30 p.m. 365 days per year
C Tour 3:00 p.m. – 11:30 p.m. 365 days per year

## Station A1 - Parking Lot #2

A Tour 11:00 p.m. – 7:30 a.m. 365 days per year

Daily:

Thoroughly clean and polish four (4) elevators, including spray buff floors and leave door tracts clean of debris.

Mop and rinse all elevator lobbies, all levels and 3rd floor east and west corridors from parking lot to connector entry doors.

Remove trash from all cans, clean cans and replace trash bags.

Police all stairways, and sidewalks, outside stairways removing debris, gum, odors and stains. Mop stairways with sanitizer, deodorizer as needed. Leave clean and dry.

Other duties assigned.

Weekly :
Machine scrub elevator lobby floors, all levels, East and West.

Machine scrub 3rd floor corridor East and West from parking lot to connector entry doors.

Machine scrub 3rd floor Sidewalk

Machine scrub alternate drop off

Machine scrub 2nd floor Sidewalk

Hand scrub East and West Stairways between 2nd and 3rd levels

Wash and rinse walls East and West from parking lot to connector entry doors.

## Stations B1 & C1 - Parking Lot #2

B Tour 7:00 a.m. – 3:30 p.m. 365 days per year
C Tour 3:00 p.m. – 11:30 p.m. 365 days per year

Daily:

The attendant shall roam the entire garage structure including but not limited to stairways, walkways, elevators, crosswalks, entrance and exit booths, removing trash, debris, sand, mopping spills and sicknesses, removing odors, graffiti from all surfaces of all items as needed.

Thorough cleaning of elevators shall include but not be limited to cleaning of all interior and exterior surfaces (i.e., metal, glass, Formica), washing all floor surfaces, wire brushing all elevator saddles

Dust ledges of perimeter wall, all levels. Other duties as assigned.

The Contractor shall supply these stations with a standard cleaning cart. The attendant shall carry the following items, but not limited to, deckbrush, mop and bucket, sanitizer, deodorizer type detergent, APC, window/Plexiglas cleaner, chrome and or stainless steel cleaner, a scraper for gum on decks, a chemical sticker remover, street broom, high duster rags.

During snow, the attendant shall keep all areas clear of snow and ice, shoveling or applying chemical as directed, including but not limited to areas mentioned above.

**Stations: B2 & C2 (Male Attendant) – Delta Taxi Hold Male and Female Lavatories**
**Stations: B3 & C3 (Male Attendant) – East Taxi Hold Male and Female Lavatories**

B Tour 7:00 a.m. – 3:30 p.m. 365 days per year
C Tour 3:00 p.m. – 11:30 p.m. 365 days per year

Daily:

The attendant shall maintain the male and female lavatories in a constant state of cleanliness

The attendant shall thoroughly clean all surfaces of all items in the lavatory as needed. All surfaces shall be left clean and dry at all times.

The attendant shall unlock the lavatory at 7:00 a.m. and lock it at 11:30 p.m.

The lavatory must be fully stocked at all times with extra supplies left in the area to be used for immediate restocking.

The attendant shall keep the area immediately surrounding the lavatories neat and clean at all times.

During snow or other inclement weather, the attendant shall keep the area clear of snow and ice and apply chemical as needed or directed.

The attendant shall report all malfunctions, damage or vandalism to his superior who shall in turn report them in writing to the Port Authority Supervisor.

Other duties as assigned.

## B. ROUTINE CLEANING

1. **POLICING:** Continuous daily policing, seven (7) days per week including Holidays, between the hours of 7:00 a.m. and 11:00 p.m. of the areas listed below ensuring a continually clean condition.

**Area and Approximate Size (Sq. Ft.):**

**Parking Lot Numbers 1, 3, 4, 5, 6 (Including Metered Area), 7, 7E, 10E, 10W, Guard Booths Post Numbers 1, 2 and 3**

Lots 1, 3, 4, 5, 6, 7, 7E, 10W & 10E must be policed every 90 minutes.
All Booths: Toll, Police, Taxi and Guard to be cleaned at least 2X per B and C tour.
Parking area Lot #1 (150,000), Parking Area Lot #3 (290,000), Parking area Lot #4 (472,000), Parking Area Lot #5 (280,000), Parking area Lot #6 (127,000), Parking Area Lot #7 (107,000), Parking area Lot #7E (136,000), Parking Area Lot #10E (700,000), Parking area Lot #10W (28,000), Parking Lot #1 – 1 Shelter (434 sq. ft.), Parking Lot #5 – 1 Shelter (434 sq. ft.), Parking Lot #4 – 1 Shelter opposite Northwest (434 sq. ft.), Parking Lot #4 – 1 Shelter opposite U.S. Air Shuttle (434 sq. ft.), Parking Lot #4 – 1 Shelter opposite U.S. Airway (434 sq. ft.), Parking Lot #3 – 1 Shelter, Hangar 2 (434 sq. ft.), Parking Lot #2 – 1 Shelter, CTB/AirCanada/American West (434 sq. ft.), Parking Lot #2 – 1 Shelter, CTB/Vanguard (434 sq. ft.), CTB – 1 Shelter in front of American Airlines (434 sq. ft.), Hangar 1 – 1 Shelter (984 sq. ft.), In front of Sky Chefs – 1 Shelter (434 sq. ft.), Post #1 – 1 Shelter (434 sq. ft.), M.A.T. – 1 Shelter in front of Flight Safety (984 sq. ft.). M.A.T. – 1 Shelter opposite PEG (984 sq. ft.), Parking Lot #7 – 1 Shelter at entrance to Lot #7(434 sq. ft.), Hangar 7 Center – 1 Shelter opposite Hanger 7C(434 sq. ft.), Parking Lot #10E – 1 Shelter - #10A (1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10B(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10C(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10D(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10e(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10F(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10G(1,052 sq. ft.), Hangar #11 – 1 Shelter, In front of Hudson General – 1 Shelter (434 sq.ft.), Parking Lot #7 Taxi Hold – 1 Shelter #7E(434 sq. ft.). Guard Booth Post #1 (200), Guard Booth Post #2 (200), Guard Booth Post #3 (200), Guard Booth Post #10E Entrance (200), Seven (7) Taxi Dispatchers Booths (1,400), Police Booth Post 10 CTB (100) 94th Street Bridge Sidewalks (9,444), Two (2) Toll Booths Parking Lot #1 (46), Two (2) Toll Booths Parking Lot #3 (46), Five (5) Toll Booths Parking Lot #4 (115), Two (2) Toll Booths Parking Lot #5 (46), and One (1) Toll Booth Parking Lot #7 (23). West Taxi Hold lavatory (305).

Approximate Total: 2,318,283 Square Feet

**PROCEDURES:**

a. Policing of the parking lots, lavatories, walkways, ramps, bus shelters, taxi dispatchers booths, guard booths shall consist of the following as a minimum: removal of gum and picking up of trash, litter and cigarette butts, stickers, etc. from floors, stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, doors, glass, telephones, walls and columns, as necessary removal of graffiti, stickers as necessary. Complete mopping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary.

b. Policing of exterior sidewalks, roads and landscaped areas shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, etc. including the area from curb line to three feet of roadway.

## 2. MACHINE SWEEPING OF PARKING LOT ROADWAYS AND PARKING BAYS AND CLEANING OF PARKING BAYS OCCUPIED BY MOTOR VEHICLES, UTILIZING POWER PACK BLOWERS

Machine sweeping of parking lot roadways and parking bays and cleaning of parking bays occupied by motor vehicles, stairways and walkways, utilizing power pack blowers seven (7) days a week including Holidays between the hours of 11:00 p.m. and 7:30 a.m., ensuring a clean condition.

**Areas and Approximate Size (Sq. Ft.):**

Parking Lot #1 (150,000), Parking Lot #2 (1,200,000), Parking Lot #3 (290,000), Parking Lot #4 (472,000), Parking Lot #5 (280,000), Parking Lot #6 (127,000), Parking Lot #7 (107,000), Parking Lot #7E (136,000), Parking Lot #10E (700,000), Parking Lot #10W (28,000).

**Approximate Total: 3,490,000 Square Feet**

## 3. THOROUGH CLEANING OF LAVATORIES

Thorough cleaning of lavatories between the hours of 11:00 p.m. and 7:30 a.m., seven (7) days per week, including Holidays ensuring a clean condition.

**Areas and Approximate Size (Sq. Ft.:**

West Taxi Hold Lavatory.

**Approximate Total: 305 Square Feet**

**PROCEDURE:**

The thorough cleaning of lavatories 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 trash, damp wiping, sanitizing and relining of trash receptacles, the dusting of all partitions and dispensers, the washing and sanitizing of all exterior surface of commodes, urinals and wash basins and the washing and

sanitizing of all shelves, dispensers, table tops, sinks, countertops, the washing of all wall surfaces and ceilings as necessary, the cleaning of all mirrors, partitions, doors and wainscoting and the mopping and rinsing of all floor areas. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations.

## 4. THOROUGH CLEANING OF TAXI DISPATCHERS BOOTH, GUARD BOOTHS AND TOLL BOOTHS

Thorough cleaning of Taxi Dispatchers Booths, Guard Booths and Toll Booths between the hours of 11:00 p.m. and 7:30 a.m., seven (7) days per week, including Holidays, ensuring a clean condition.

**Areas and Approximate Size (Sq. Ft.):**

Two (2) Taxi Dispatchers Booths Delta /US Air (400), Two (2) Taxi Dispatchers Booths Lot #1 (400), Three (3) Taxi Dispatchers Booths Lot #7 (600), Guard Booth Post #1 (200), Guard Booth Post #2 (200), Guard Booth Post #3 (200), Guard Booth Post #10E Entrance (200), Six (6) Toll Booths Parking Lot #2 (137), Two (2) Toll Booths Parking Lot #1 (46), Two (2) Toll Booths Parking Lot #3 (46), Five (5) Toll Booths Parking Lot #4 (115), Two (2) Toll Booths Parking Lot #5 (46), One (1) Toll Booths Parking Lot #7 (23), Police Booth Post 10 CTB (100)

**Approximate Total: 2,713 Square Feet**

**PROCEDURE:**

Thorough cleaning inside and out of guard booths, taxi dispatchers booths and toll booths shall consist of the following as a minimum: sweeping of all floors, the dusting and washing of all walls, vents/countertops, ceilings, partitions, washing, rinsing, disinfecting and deodorizing of all windows interior and exterior, emptying of all waste baskets and disposing of trash in appropriate areas, cleaning of heating units, washing of rubber mats hand scrub door tracks with metal brush (all dirt removed from tracks), and damp wiping light fixtures as necessary.

## C. PERIODIC CLEANING

Periodic cleaning shall be performed by the Contractor in the areas and 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 periodic cleaning shall be performed between the hours of 11:00 p.m. and 7:30 a.m. unless otherwise determined by the Manager and shall include the following:

## 1. FLOOR SURFACE CLEANING

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

### a. STRIPPING AND REFINISHING RESILIENT TILE FLOOR SURFACES

Stripping and refinishing resilient tile floor surfaces shall be performed using an Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes and sealers from the floor. Floor should be completely free of any stripper solution or dirt before re-applying any sealer or finish to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor.

**Areas and Approximate Size (Sq. Ft.):**

Four (4) Garage Elevators (169 sq. ft.)
Delta Taxi Hold Men's Room (264 sq. ft.)

**Approximate Total: 433 Square Feet**
**Frequency of Cleaning: 12 x Yr.**

### b. STEAM CLEANING/DEGREASE/DISINFECTING/DEODORIZING OF CONCRETE AND ASPHAULT SURFACES

NOTE: the Contractor shall prepare a degreasing method for approval by the Manager prior to commencement of this work. Method may include but not limited to, steam/pressure wash, hand and or machine scrub. Area must be left clean and dry.

**Areas and Approximate Size (Sq. Ft.):**

American Airline Taxi Hold (15,086), Delta Taxi Hold (72,664), Delta Taxi Hold Sidewalk Area (1,465), CTB East Taxi Hold (48,633), CTB East Taxi Hold Sidewalk Area (1,885), Lot #7 Taxi Hold (5,947).

**Approximate Total: 145,680 Square Feet**
**Frequency of Cleaning: 6 x yr.**
**(1 x per month during the months of March through November)**

**Areas and Approximate Size: (Sq. FT.):**

Lot #2: Parking Area Ground Level (246,000), Parking Area First Level (246,000), Parking Area Second Level (246,000), Parking Area Third Level (116,000), Parking Area Fourth Level (246,000).

**Approximate Total: 1,100,000 Square Feet**
**Frequency of Cleaning 3 x yr.**
**(During the months of April 1 through November 1)**

**Areas and Approximate Size (Sq. Ft.):**

Lot #1 Entrance and Exit (2,163), Lot #2 Entrance and Exit (7,551), Parking Lot #3 Entrance and Exit (3,024),Lot #4 Entrance and Exit (5,545),
Lot #5 Entrance and Exit (4,150), Lot #6 Entrance and Exit (1,739), Lot #10E Entrance and Exit (4,480),Hangar 7C (75,116), Hangar 11 (8,000).

**Approximate Total: 111,768 Square Feet**
**Frequency of Cleaning: 4 x yr.**
**(During the months of April 1 through November 1)**

**STAIRWAYS:**

Contractor shall:

- Wash and rinse light fixtures inside and out including bulb.
- Remove all stickers, gum, tape etc. from all surfaces to be cleaned.
- Hand scrub if necessary, columns, steps pipes, columns, handrails, doorjambs, signs etc.
- Add disinfecting/deodorizing solution to steam cleaner.
- Add anti-icing solution to water if and where freezing may occur.
- Steam clean – ceilings, walls, landing, steps – all surfaces inside and outside of all stairways including floors and sidewalks that surround these stairways.
- Leave all surfaces clean and dry.

**Approximate Total:**
**Light fixtures total (95)**
**14 Stairways and 4 enclosed walkways (inside and out)...11,328 sq. ft.**
**Sidewalks...3500 sq. ft.**
**Frequency of Cleaning: 6X**
**LAVATORIES:**

East Taxi Hold Men's and Ladies Rooms (Inside)
**Approximate Total: 1,002sq. ft.**
**Frequency of Cleaning: 26X**

East Taxi Hold lavatories exterior walls includes trash wall
**Approximate Total: 168 sq. ft.**
**Frequency of Cleaning: 6X**

West Taxi Hold Lavatory
**Approximate Total: 305 sq. ft.**
**Frequency of Cleaning: 52X**

## 2. LIGHT FIXTURE CLEANING:

### a. WASHING AND RINSING OF FLUORESCENT LIGHTING FIXTURES

**Areas and Estimated Number of Items**

East Helix (North Side) (196), East Helix (South Side) (204), West Helix (North Side) (185), West Helix (South Side) (183).
Alternate Drop-off - 88 four foot fixtures
Elevator Lobbies 4 levels (Ground, one, three, four) 48 four foot fixtures

**Approximate Total: 904 Fluorescent Lighting Fixtures**
**Frequency of Cleaning: 4 x yr.**

**NOTE:** At periodic intervals and in conjunction with the wash and rinse, The Port Authority will supply one (1) Porter and new light bulbs. The Contractor shall remove old bulbs and insert new bulbs. This will not affect the price of the wash and rinse operation.

## 3. MISCELLANEOUS CLEANING

### a. WASH, RINSE AND DRY OF LOCATION AND DIRECTIONAL SIGNS AND LIGHTING FIXTURES

**Areas and Approximate Size (Sq. Ft.):**

**Parking Lot #2**
536 double faced signs
199 single faced signs
18 light fixtures

**Approximate Total Signs: 735**
**Approximate Total Sign Faces: 1,271**
**Approximate Total: 8,887 Square Feet**
**Frequency of Cleaning: 4 x yr.**

| | | | |
|---|---|---|---|
| 1. | Parking Lot #1 | 55 signs | 286 sq. ft. |
| 2. | Parking Lot #3 | 62 signs | 362 sq. ft. |
| 3. | Parking Lot #4 | 115 signs | 596 sq. ft |
| 4. | Parking Lot #5 | 71 signs | 320 sq. ft. |
| 5. | Parking Lot #6 | 40 signs | 496 sq. ft |
| 6. | Parking Lot #7 | 29 signs | 226 sq. ft. |
| 7. | Parking Lot #10E | 93 signs | 236 sq. ft. |

**Approximate Total Signs: 465**
**Approximate Total: 2,522 Square Feet**

**Frequency of Cleaning: 4 x yr.**

**b. WASHING AND RINSING OF GLASS WINDBREAKERS**

**Areas and Approximate Size (Sq. Ft.):**

**East and West Side 3rd Floor Elevator lobby to Connector doors**

| | | |
|---|---|---|
| Interior: | | |
| 7 | 8'X8' panes | 896 sq. ft. |
| 17 | 3.5' X 4.5' panes | 536 sq. ft. |
| Exterior | | |
| 3 | 8'X8 panes | 384 sq. ft. |
| 17 | 3.5' X 4.5' panes | 536 sq. ft. |
| | **Total** | **2352 sq. ft.** |

**Approximate Total: 2352 Square Feet**
**Frequency of Cleaning: 4 x yr.**

**c. WASHING AND RINSING WALLS AND ROOF INTERIOR AND EXTERIOR GLASS, FRAMES, MULLIONS AND METAL SURFACE OF BUS SHELTERS**

**Areas and Approximate Size (Sq. Ft.): Bus Shelter Route**

Parking Lot #1 – 1 Shelter (434 sq. ft.), Parking Lot #5 – 1 Shelter (434 sq. ft.), Parking Lot #4 – 1 Shelter opposite Northwest (434 sq. ft.), Parking Lot #4 – 1 Shelter opposite U.S. Air Shuttle (434 sq. ft.), Parking Lot #4 – 1 Shelter opposite U.S. Airway (434 sq. ft.), Parking Lot #3 – 1 Shelter (434 sq. ft.), Hangar 2 (434 sq. ft.), Parking Lot #2 – 1 Shelter, CTB/AirCanada/American West (434 sq. ft.), Parking Lot #2 – 1 Shelter (434 sq. ft.), CTB/Vanguard (434 sq. ft.), CTB – 1 Shelter in front of American Airlines (434 sq. ft.), Hangar 1 – 1 Shelter (984 sq. ft.), In front of Sky Chefs – 1 Shelter (434 sq. ft.), Post #1 – 1 Shelter (434 sq. ft.), M.A.T. – 1 Shelter in front of Flight Safety (984 sq. ft.). M.A.T. – 1 Shelter opposite PEG (984 sq. ft.), Parking Lot #7 – 1 Shelter at entrance to Lot #7 (434 sq. ft.), Hangar 7 Center – 1 Shelter opposite Hanger 7C (434 sq. ft.), Parking Lot #10E – 1 Shelter - #10A (1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10B(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10C(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10D(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10E(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10F(1,052 sq. ft.), Parking Lot #10E – 1 Shelter - #10G(1,052 sq. ft.), Hangar #11 by sand bin – 1 Shelter (434 sq. ft.), Parking Lot #7 Taxi Hold – 1 Shelter #7E (434 sq. ft.).

**Approximate Total: 16,826 Square Feet**
**Frequency of Cleaning: 52 x yr.**

**d. WASH AND RINSE PAINTED WALLS AND LEDGES**

Wall is between 2nd floor sidewalk and alternate drop off roadway. Wash both sides.
**Approximately 1,826 sq. ft.**

Ledges formed by I beams above alternate drop off roadway.
**Approximately 2,312 sq. ft.**

**e. WASH AND RINSE STAIRWAY, PAINTED WALLS**

East and West on 2nd floor sidewalks. Wash both sides.
Approximately 2,316 sq.

## Part IV - Standard Contract Terms And Conditions

**Exhibit I**
(Sample Statement)

**XYZ COMPANY – Contract # _____**
**WAGE and BENEFITS STATEMENT**
**Period Covered: June 1, xxxx to November 30, xxxx**

A. Except for the employees listed below, I certify that each individual employed as:

- (Position title 1) was paid at a minimum $xx.xx per hour
- (Position title 2) was paid at a minimum $xx.xx per hour
- (Position title 3) was paid at a minimum $xx.xx per hour
- etc.

| Exceptions: | Hourly Wage Paid |
|---|---|
| Employee name, position title | |
| Employee name, position title | |
| etc. | |

**B.** Except for the employees listed below, I certify that each employee is covered by (name of insurance plan) and received health benefits as required under this contract.

| Exceptions: | Reason for Exception |
|---|---|
| Employee name, position title | |
| Employee name, position title | |
| etc. | |

C. Except for the employees listed below, I certify that each employee received the supplemental benefits required under this contract.

| Exceptions: | Reason for Exception |
|---|---|
| Employee name, position title | |
| Employee name, position title | |
| etc. | |

**Statement Certified by:**

_____

**Name & Signature** **Title** **Date**

## Part Iv - Standard Contract Terms And Conditions

## STANDARD CONTRACT TERMS AND CONDITIONS


**PART I GENERAL DEFINITIONS** ..... 3

**PART II GENERAL PROVISIONS** ..... 4

1. Facility Rules and Regulations of The Port Authority ..... 4
2. Contractor Not An Agent ..... 4
3. Contractor's Warranties ..... 5
4. Personal Non-Liability ..... 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination ..... 6
6. Rights and Remedies of the Port Authority ..... 6
7. Rights and Remedies of the Contractor ..... 6
8. Submission To Jurisdiction ..... 6
9. Harmony ..... 7
10. Claims of Third Persons ..... 7
11. No Third Party Rights ..... 8
12. Provisions of Law Deemed Inserted ..... 8
13. Costs Assumed By The Contractor ..... 8
14. Default, Revocation or Suspension of Contract ..... 8
15. Sales or Compensating Use Taxes ..... 11
16. No Estoppel or Waiver ..... 11
17. Records and Reports ..... 11
18. General Obligations ..... 12
19. Assignments and Subcontracting ..... 14
20. Indemnification and Risks Assumed By The Contractor ..... 14
21. Approval of Methods ..... 15
22. Safety and Cleanliness ..... 15
23. Accident Reports ..... 15
24. Trash Removal ..... 15
25. Lost and Found Property ..... 16
26. Property of the Contractor ..... 16
27. Modification of Contract ..... 16
28. Invalid Clauses ..... 16
29. Approval of Materials, Supplies and Equipment ..... 16
30. Intellectual Property ..... 17
31. Contract Records and Documents – Passwords and Codes ..... 17
32. High Security Areas ..... 17
33. Notification of Security Requirements ..... 18
34. Construction In Progress ..... 19
35. Permit-Required Confined Space Work ..... 19
36. Signs ..... 19
37. Vending Machines, Food Preparation ..... 19
38. Non-Publication ..... 19
39. Time is of the Essence ..... 19
40. Holidays ..... 19
41. Personnel Standards ..... 20
42. General Uniform Requirements for Contractor's Personnel ..... 20
43. Labor, Equipment and Materials Supplied by the Contractor ..... 20
44. Contractor's Vehicles – Parking - Licenses ..... 21

45. Manager's Authority ..... 2
46. Price Preference ..... 2
47. Good Faith Participation ..... 2

**PART III CONTRACTOR'S INTEGRITY PROVISIONS ..... 22**

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information ..... 2
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees ..... 2
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 ..... 2
4. No Gifts, Gratuities, Offers of Employment, Etc ..... 2
5. Conflict of Interest ..... 2
6. Definitions ..... 2

# STANDARD CONTRACT TERMS AND CONDITIONS

## PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PART II GENERAL PROVISIONS

### 1. Facility Rules and Regulations of The Port Authority

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

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

### 2. Contractor Not An Agent

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

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

**3. Contractor's Warranties**

The Contractor represents and warrants:

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

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

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

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

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

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

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

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

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

**4. Personal Non-Liability**

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

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

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

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

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

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

**7. Rights and Remedies of the Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

**8. Submission To Jurisdiction**

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

**9. Harmony**

a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority , or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

b. During the time that the Contractor is performing the contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

**10. Claims of Third Persons**

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

**11. No Third Party Rights**

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

**12. Provisions of Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

**13. Costs Assumed By The Contractor**

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

**14. Default, Revocation or Suspension of Contract**

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.

2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

**15. Sales or Compensating Use Taxes**

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

**16. No Estoppel or Waiver**

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

**17. Records and Reports**

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor(and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

**18. General Obligations**

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

**19. Assignments and Subcontracting**

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

**20. Indemnification and Risks Assumed By The Contractor**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

**21. Approval of Methods**

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

**22. Safety and Cleanliness**

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

**23. Accident Reports**

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

**24. Trash Removal**

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

**25. Lost and Found Property**

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

**26. Property of the Contractor**

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

**27. Modification of Contract**

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

**28. Invalid Clauses**

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

**29. Approval of Materials, Supplies and Equipment**

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

## 30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

## 31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

## 32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

**33. Notification of Security Requirements**

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

**34. Construction In Progress**

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

**35. Permit-Required Confined Space Work**

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

**36. Signs**

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

**37. Vending Machines, Food Preparation**

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

**38. Non-Publication**

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

**39. Time is of the Essence**

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

**40. Holidays**

The following holidays will be observed at the Site:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |

| | |
|---|---|
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Christmas Day | |

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

**41. Personnel Standards**

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

**42. General Uniform Requirements for Contractor's Personnel**

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

**43. Labor, Equipment and Materials Supplied by the Contractor**

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all

applicable regulations.

**44. Contractor's Vehicles – Parking - Licenses**

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

**45. Manager's Authority**

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

**46. Price Preference**

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding $1,000,000, for:

(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

**47. Good Faith Participation**

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

## PART III CONTRACTOR'S INTEGRITY PROVISIONS

### 1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

### 2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement that sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, The Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make

the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

**3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts**

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

**4. No Gifts, Gratuities, Offers of Employment, Etc.**

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of

employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

## 5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

## 6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

Attachment C

## INSTRUCTIONS FOR CALCULATION OF HOURLY RATE FORM

**Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for the first year of the Base Term. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract.**

PROPOSER NAME: _____ PROPOSAL NUMBER _____

_____

_____

_____

ITEM #1 $_____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
HEALTH BENEFITS
HEALTH $_____

ITEM #3
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
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $_____ |
| N.Y.S.U.I. | $_____ |
| F.U.I. | $_____ |
| WORKERS' COMPENSATION | $_____ |
| GENERAL LIABILITY INSURANCE | $_____ |
| DISABILITY INSURANCE | $_____ |
| OTHER TAXES AND INSURANCE | $_____ |
| SPECIFY _____ | |

ITEM #5
ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |
| RELIEF | $_____ |
| ROLL CALL | $_____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ |
| SPECIFY _____ | |

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

**TOTAL (ITEMS #1, 2, 3, 4 AND 5)** $_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

_____

_____

_____

ITEM #1 $_____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
HEALTH BENEFITS
HEALTH $_____

ITEM #3
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
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $_____ |
| N.Y.S.U.I. | $_____ |
| F.U.I. | $_____ |
| WORKERS' COMPENSATION | $_____ |
| GENERAL LIABILITY INSURANCE | $_____ |
| DISABILITY INSURANCE | $_____ |
| OTHER TAXES AND INSURANCE | $_____ |
| SPECIFY _____ | |

ITEM #5
ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |
| RELIEF | $_____ |
| ROLL CALL | $_____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ |
| SPECIFY _____ | |

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

**TOTAL (ITEMS #1, 2, 3, 4 AND 5)** $_____

Attachment D

# THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

## OPERATIONS SERVICES DEPARTMENT
## INSPECTION & SAFETY DIVISION

# APPROVED PRODUCTS LIST

**JULY 2007**

# INTRODUCTION

The Approved Products List (APL) provides guidance for selecting cleaning and personal care products for use by Port Authority and contractor staff at Port Authority facilities. The Inspection & Safety Division (ISD) maintains the APL as part of the Chemical Product Evaluation Program. The APL is available via Port Authority eNet on the Operations Services Department website and is updated semiannually. The APL must be provided to cleaning contractor staff to ensure that only approved products are used at Port Authority and PATH facilities.

Requests for a review of a new product not on the APL or the PA MSDS inventory database should be directed to George DeFreese (PATC, Zip 43, 201-216-2903, gdefrees@panynj.gov). The product MSDS, technical data sheet, container label, and any other available information describing the use of the product should accompany the request.

Prior to submitting a request for use of a new product, staff should first check the APL or the Port Authority MSDS inventory database to determine if the product has already been evaluated by ISD. The MSDS inventory database is available to staff electronically via eNet. Instructions for accessing and using the database are provided in the Appendix, page 70, and on eNet.

Under the Chemical Product Evaluation Program, the ISD reviews product information such as the manufacturer's Material Safety Data Sheet (MSDS), technical data sheets and container labels to determine whether the product can be used safely by PA or contractor staff according to the directions that are provided. Each reviewed product is added to the Port Authority MSDS database.

## CONTENTS


| | CATEGORY NUMBER | PAGE |
|---|---|---|
| **INTRODUCTION** | | 1 |
| **ABSORBENTS** | | |
| Grease and Oil, Absorbents | 32 | 19 |
| Spent, Fuller's Earth, Absorbent | 59 | 26 |
| **CLEANERS** | | |
| Air Conditioning Equipment Cleaner | 13 | 7 |
| Airport Apron Cleaner | 4 | 5 |
| Airport Runway Cleaner | 5 | 5 |
| Aluminum Cleaner | 6 | 5 |
| Carpet Cleaner | 12 | 6 |
| General Purpose Cleaner | 71C | 30 |
| Compublend System Chemicals | 77 | 36 |
| Drain Cleaner | 26A | 14 |
| Drain Cleaner, Enzymatic Type | 26B | 14 |
| Floor Cleaner, Stripper | 29A | 16 |
| Floor Cleaner, Sweeping Compound | 32A | 20 |
| Hand Cleaner, Cream | 33 | 20 |
| Hand Cleaner, Liquid | 36 | 20 |
| Hand Cleaner, Lotion | 37 | 21 |
| Hand Cleaner, Powdered | 38A | 22 |
| Hand Cleaner, Powdered with Lanolin | 38B | 22 |
| Hand Cleaner, Waterless | 39 | 22 |
| Metal Cleaner, Water Emulsion | 44 | 23 |
| Railroad, Electric Equipment Cleaner | 14 | 8 |
| Spot Cleaner, Upholstery and Carpet | 61B | 26 |
| Stainless Steel Cleaner and Wash | 65A | 27 |
| Toilet Bowl Cleaner, Liquid | 66B | 28 |
| Utility Cleaner (Paste) | 71A | 30 |
| Utility Cleaner (Powder) | 71B | 30 |
| Wall Cleaner | 72A | 30 |
| Window Cleaner (Concentrate) | 72B | 31 |
| Window Cleaner (Aerosol) | 72C | 32 |
| **CREAMS** | | |
| Aerosol | 57C | 26 |
| Moisturizer | 57B | 26 |
| Protective Skin Cream | 57 | 25 |
| Sunscreen | 57A | 25 |

| | CATEGORY NUMBER | PAGE |
|---|---|---|
| **DEGREASERS** | | |
| Concrete, Degreaser, Liquid | 18A | 8 |
| Concrete, Degreaser, Solid | 18B | 8 |
| **DEODORIZERS** | | |
| Odor Control Chemical, Bulk and Aerosol | 45 | 24 |
| Sanitizing Absorbents | 19 | 9 |
| **DETERGENTS** | | |
| Anti-Static | 20 | 9 |
| Lead Specific | 20A | 9 |
| Disinfectant Bleach | 21B | 11 |
| Disinfectant-Odor Counteractant | 21A | 9 |
| Liquid Synthetic | 22A | 11 |
| Liquid Bioremediation Surface Cleaner | 22B | 14 |
| Spray and Rinse | 63 | 27 |
| Steam Jenny | 24A | 14 |
| PATH Cars, Exterior | 73A | 33 |
| PATH Cars, Interior | 73B | 33 |
| Tunnel Tile Surface | 70 | 29 |
| **FLOOR FINISH** | | |
| Floor Sealer | 29B | 18 |
| Metallic Interlock Resilient Tile, Floor Finish | 28 | 14 |
| Sealer, Concrete | 30 | 18 |
| Spray and Buff, Pre-Mixed | 62 | 26 |
| **FOOD SERVICE MAINTENANCE PRODUCTS** | 74 | 34 |
| **ICE-CONTROL** | | |
| General Ice Control | 53B | 25 |
| Ice Melt Rinsing Compound | 53C | 25 |
| Runway Ice Control | 53A | 24 |
| **INSECT REPELLENT** | 42 | 22 |
| **POLISH** | | |
| Automotive Spray Wax | 8 | 5 |
| Furniture, Polish | 31A | 18 |
| Metal, Cleaner and Polish | 43 | 23 |

| | CATEGORY NUMBER | PAGE |
|---|---|---|
| **REMOVERS** | | |
| Graffiti Remover | 31B | 19 |
| Rust Inhibitor | 54 | 25 |
| Rust Remover | 55 | 25 |
| **RODENTICIDES** | | |
| Rodenticides | 52 | 24 |
| **WASHING COMPOUNDS** | | |
| Aluminum Wash | 7 | 5 |
| Automotive Washing and Waxing Compounds | 9C | 6 |
| Automotive Washing Compounds, Liquid | 9A | 5 |
| Automotive Washing Compounds, Powdered | 9B | 6 |
| ADDITIONS | | 37 |
| DELETIONS | | 38 |
| CHANGES | | 38 |
| VENDOR NAMES AND ADDRESSES | | 39 |
| PRODUCT INDEX | | 57 |
| **APPENDIX** | | |
| Instructions for Accessing Online MSDS's | | 70 |

## PRODUCTS

AIRPORT APRON CLEANER (Non Phosphates) - Category #4 - Stock #AU0100170

| | |
|---|---|
| FO 302 CR | - Fine Organics Corp. |

AIRPORT RUNWAY CLEANER (Non Acid) - Category #5

| | |
|---|---|
| HURRISAFE 8035 | - PCI of America |

ALUMINUM CLEANER - Category #6 - Stock #AU0700050 (1 Gallon)

ALUMINUM WASH - Category #7 - Stock #AU0100830 (1 Gallon) - AU0100840 (30 Gallons)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| ENCO ALUMINUM | - Enterprise Chemical & Paper Co. |

AUTOMOTIVE (CAR WASH) SPRAY ON LIQUID WAX - Category #8 - Stock #AU0100825 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| 520 SPRAY WAX | - FPC Metro Corp. |
| GLIDE | - Armor Research Co. |
| TURTLE WAX EXPRESS SHINE SPRAY, T-136© | - Turtle Wax, Inc. |

AUTOMOTIVE WASHING COMPOUND - LIQUID - Category #9A - Stock #AU0100823 – AU0100815
(55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| ARMOR ALL PROTECTANT | - Armor All Products |
| CAR WASH | - Amway Corp. |
| FILMEX | - FPC Metro Corp. |
| FO 976 TA BUS WASH | - Fine Organics Corp. |
| FO 980A | - Fine Organics Corp. |
| J-WAX BELIEVE TRAFFIC FILM REMOVER | - Johnson Wax Co., S.C. Johnson & Son |
| PENETONE 155 | - Penetone Corp. |
| RMS-16 | - FPC Metro Corp. |

AUTOMOTIVE WASHING COMPOUND - POWDERED - Category #9B - 35 lb. Drum - Stock #AU0100810
(Eye protection, impervious glove and long sleeve work uniforms must be used.)

| | |
|---|---|
| ARMOR ALL PROTECTANT | - Armor All Products |
| HARCO CAR WASH | - Harley Chemicals Div., Concord Chemical Co. |
| HEAVY DUTY PINK CAR WASH | - Indco, Inc. |

AUTOMOTIVE WASHING & WAXING COMPOUND - LIQUID - Category #9C - Stock #AU0100825
(55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

CARPET CLEANER - Category #12 - Stock #AU0700140
Make sure that all cleaning material is vacuumed up and no residue is remaining on these surfaces.
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| 10:1 RUG SHAMPOO | - Alfred Chemical Corp. |
| AIRKEM FOAM TEX | - Airkem Professional Products |
| BELIEVE IT | - Core Products Co. |
| C-58 UNIVERSAL CARPET SHAMPOO | - Yonar Labs |
| CARPET & UPHOLSTERY SHAMPOO | - Betco Corp. |
| CARPET DETERGENT | - Lever Industrial, Inc. |
| CARPET STEAM EXTRACTOR CLEANER | - Chloral Group |
| CHEWING GUM REMOVER | - Twi-Laq Industries |
| CHEWING GUM REMOVER (AEROSOL) | - Spartan Chemical Co., Inc. |
| CLEAN ON THE GO XTRACTION II | - Spartan Chemical Co., Inc. |
| DRY FOAM RUG SHAMPOO | - Twi-Laq Industries |
| FIBERFORCE PRO SPOTTER | - Janimart Corp. |
| FIBERFORCE STEAM AWAY | - Janimart Corp. |
| GLORY | - Johnson Wax Co., S.C. Johnson & Son |
| HARCO IN DEPTH RUG SHAMPOO | - Harley Chemicals Div., Concord Chemical Co. |
| LOW FOAM EXTRACTION CLEANER | - Betco Corp. |
| MAINTENANCE PRO DEFOAMER | - Advantage Marketing Associates |

| | |
|---|---|
| NATURE'S SOLUTION BIO-ENZYMATIC DEODORIZER SPOTTER DIGESTER | - National Chemical Laboratories |
| PLUS 5 | - Spartan Chemical Co., Inc. |
| PROFESSIONAL CARPET SHAMPOO | - Chemspec |
| PROFOUND | - Wyandotte Chemicals Co. |
| RE-NU CONCENTRATED CARPET SHAMPOO | - Sterling Sanitary Supply Corp. |
| REVITALIZE 201 EXTRACTION DETERGENT | - Ecolab, Inc. |
| ROUND-UP SUPER CONCENTRATE | - Cello Chemical Corp. |
| RUG & CARPET SHAMPOO | - Chem Creations, Inc. |
| RUG & UPHOLSTERY SHAMPOO | - Amway Corp. |
| RUG ED CARPET SHAMPOO | - Alfred Chemical Corp. |
| RUG SHAMPOO CONCENTRATE | - Chloral Group |
| RUGBEE EXTRACTION PLUS CLEANER | - Johnson Wax Co., S.C. Johnson & Son |
| RUGBEE FOAM SHAMPOO | - Johnson Wax Co., S.C. Johnson & Son |
| RUGBEE TANNIN TREATMENT & DEBROWNER | - Johnson Wax Co., S.C. Johnson & Son |
| RUG-EEZE | - Mirandy Products, Ltd. |
| SPRAY N' BUFF CARPET CLEANER | - Cleantronics, Inc. |
| STEAM PAC 7 1207 | - Portion Pac Chemical Corp. |
| SUN-GLO GUM OFF | - Twi-Laq Industries |
| SYNTHRO 26 RUG SHAMPOO | - Twi-Laq Industries |
| UNBELIEVABLE | - Core Products Co. |

CLEANER, AIR CONDITIONING, EVAPORATOR & CONDENSOR EQUIPMENT - Category #13 – PATH Stock #50422
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| ARMOR 413 COIL CLEANER | - Armor Research Co. |
| CALCLEAN | - Calgon Corp. |
| CHEM-AQUA COIL CLEANER | - National Chemsearch Div. of NCH Corp. |
| FILTER PLUS SPRAY | - Air Kontrol, Inc. |

| | |
|---|---|
| M-OIL-FREE #1000 | - M-Oil-Free Co., Inc. |
| PENETONE 155 | - Penetone Corp. |
| QUICK QLEEN #2 A/C CLEANER | - Quick Chemical Co., Inc. |

CLEANER, RAILROAD ELECTRICAL EQUIPMENT - Category #14 - PATH Stock #50516
(PATH USE ONLY - SUBJECT TO SPECIAL PRECAUTIONS)

| | |
|---|---|
| CITRIKLEEN HD-RTU | - Penetone Corp. |

DEGREASER, CONCRETE - LIQUID - Category #18A - Stock #AU0100170 (55 Gallons)

| | |
|---|---|
| ARMOR ALL CLEANER/DEGREASER | - Armor All Products |
| CLEAN ON THE GO ECO DEGREASER | - Spartan Chemical Co., Inc. |
| DO-ALL #18 | - Kwiat Trading Corp. |
| DUZ-ALL FORMULA 77 | - Uncle Sam Chemical Co. |
| GS-A 6711 | - M-Oil-Free Co., Inc. |
| HAMMER | - Finished Surface System, Inc. |
| HEAVY DUTY DEGREASER, AEROSOL, 3095 | - CRC Industries, Inc. |
| LIGHTNING DEGREASER | - Banner Chemical Corp. |
| MALONE FORMULA NO. 98 | - Malone Chemical Co. |
| MOD ORANGE | - Modern Research Corp. |
| NATURAL BLUE | - Permatex Industrial Corp. |
| SIMPLE GREEN | - Sunshine Makers, Inc. |
| SOLVENT CLEANER & DEGREASER | - AMAX Corp. |
| SPRUCE POWER X | - Spruce Industries |
| SW 1000 | - Heritage Labs, Inc. |
| TOUGH CLEAN TC85 BIODEGRADABLE | - Sprayon Products |

DEGREASER, CONCRETE - SOLID - Category #18B

| | |
|---|---|
| OIL-AWAY | - Oil-Away |
| POUR & SWEEP | - Kem Tech Industries |

DEODORIZING - SANITIZING ABSORBENT - Category #19
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| LIQUICK UNIVERSAL | - IRS Total Recycling Services |
| OD-ABII | - J.I. Holcomb Manufacturing Co. |
| SUPER-SORB INSTANT LIQUID & VOMIT ABSORBENT | - Fresh Products, Inc. |
| ZEP D-A | - Zep Manufacturing Co. |

DETERGENT, ANTI STATIC - Category #20 - Stock #AU0700200 (1 Gallon) -AU0700210 (8 oz. Spray)

DETERGENT, LEAD SPECIFIC - Category #20A - Stock #AU0700500
Used in surfaces contaminated with lead.

| | |
|---|---|
| LEADISOLV | - LSZ, Inc. |

DETERGENT, DISINFECTANT, ODOR COUNTERACTANT - Category #21A -
Stock #AU0700270 (55 Gallons) - AU0700275 (12 oz. Spray)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| 3M BRAND DEODORIZER – FRESH SCENT CONCENTRATE | - 3M Co. |
| 3M NEUTRAL QUAT DISINFECTANT CLEANER | - 3M Co. |
| 3M QUAT DISINFECTANT CLEANER | - 3M Co. |
| A-33 | - Airkem Professional Products |
| A-33 DRY | - Airkem Professional Products |
| ABSOLUTE (Pre-measured) | - Walton-March, Inc. |
| AIRKEM A-3 | - Airkem Professional Products |
| AJAX ALL PURPOSE CLEANER (Non-Phosphate) | - Colgate-Palmolive Co. |
| ASEPTICARE | - National Laboratories |
| BACTI-CHEM DETERGENT DISINFECTANT CLEANER | - National Chemical Laboratories |
| BANISH-IT "Q" | - Harley Chemicals Div., Concord Chemical Co. |
| BARCROBE | - Barrier Industries, Inc. |
| BIO BARRIER PINE D | - Barrier Industries, Inc. |
| BRITEC TUFF QUAT 301 | - Brighton Chemical Co. |
| CLEAN ON THE GO hdqC 2 | - Spartan Chemical Co., Inc. |

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|---|---|
| CLEAN ON THE GO NABC CONCENTRATE 1 | - Spartan Chemical Co., Inc. |
| CONQUEST W/PINE | - Sterling Sanitary Supply Corp. |
| CONSUME ECO-LYZER | - Spartan Chemical Co., Inc. |
| DEPOTPAC 5 AIR FRESHNER-ODOR COUNTERACTANT | - Portion Pac Chemical Corp. |
| ECOTRU PROFESSIONAL | - EnviroSystems, Inc. |
| FORWARD DC | - Johnson Wax Co., S.C. Johnson & Son |
| FRESH & CLEAR | - Puritan/Churchill Chemical Co. |
| GREEN SOLUTIONS NEUTRAL DISINFECTANT CLEANER | - Spartan Chemical Co. |
| ISOPROPYL ALCOHOL | - Twi-Laq Industries |
| LYSOL BRAND DISINFECTANT BULK | - National Laboratories |
| LYSOL BRAND DISINFECTANT SPRAY | - National Laboratories |
| MALONE NO. 76 | - Malone Chemical Co. |
| MALONE NO. 81 | - Malone Chemical Co. |
| MICROCIDE ALPHA | - Chloral Group |
| NEUTRA-CIDE 256 DISINFECTANT NEUTRAL CLEANER | - National Chemical Laboratories |
| NI-712 ORANGE & STRAWBERRY | - Neutron Industries, Inc. |
| OPTICALLY ENERGIZED NEUTRAL PH DETERGENT | - Betco Corp. |
| PINE #3 | - Crystal Chemical Corp. |
| PINE ODOR DISINFECTANT | - National Chemical Laboratories |
| PINE SOL BROAD SPECTRUM FORMULA | - American Cyanamid Co. |
| QUAT #2 | - Enterprise Chemical & Paper Co. |
| QUICK FILL 310 | - Ecolab, Inc. |
| QUICK FILL 930 | - Ecolab, Inc. |
| RID-O-GERM PINE OIL DISINFECTANT NO. 5 | - CMC Laboratories Co., Inc. |
| SANIKLEEN | - Penetone Corp. |
| SANISCREEN WITH CLEANER BLOCK | - Fresh Products, Inc. |
| SOIL SCREEN GERMICIDAL DISINFECTANT | - Dymon, Inc. |
| SSS COMMANDAIR MICRO AEROSOL REFILLS | - Triple S |

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|---|---|
| SURFACIDE 6 | - Walton-March, Inc. |
| TASKI SANOFRESH | - Lever Industrial, Inc. |
| TUFFY MINT DISINFECTANT | - Brighton Chemical Co. |
| TUFFY PINE DISINFECTANT TYPE 303 | - Brighton Chemical Co. |
| VANGARD DISINFECTANT SPRAY | - Franklin Cleaning Technology |
| WELGICIDE | - Twi-Laq Industries |

DISINFECTANT, BLEACH - Category #21B – Stock #AU0100065 – AU0100068

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|---|---|
| AUSTIN A-1 BLEACH | - James Austin Co. |
| BEACON BLEACH | - Q-Pak Corp. |
| ELITE PROFESSIONAL BLEACH | - James Austin Co. |
| ULTRA CLOROX BLEACH | - Clorox Co. |

DETERGENT, LIQUID SYNTHETIC - Category #22A - Stock #AU070030 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| A-BEN-A-QUI | - Gilman Products Co. |
| ALL PURPOSE CLEANER | - Capital Supply Co. |
| ALL PURPOSE CLEANER 201 | - Chloral Group |
| APTCO ALL PURPOSE CLEANER | - Buckingham Wax Co. |
| ARCTIC KLEEN FREEZER CLEANER | - Misco Products Corp. |
| BASIC H | - Shaklee Corp. |
| BIG EASY NON-BUTYL DEGREASER CLEANER | - EMS Brands Products |
| BLUE PEARL | - Barrier Industries, Inc. |
| CITRI-CLEAN CITRUS CLEANER/DEGREASER | - Twi-Laq Industries |
| CLEAN SCRUB | - Hillyard Chemical Co. |
| CMC #100 DETERGENT & WAX STRIPPER | - CMC Laboratories Co., Inc. |
| CQ-832 | - CRC Industries, Inc. |
| CYCLE - DEGREASE | - Clean Environment Co., Inc. |
| DAMP MOP | - Spartan Chemical Co., Inc. |
| DART | - Halbro Control Industries, Inc. |

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| DO-ALL #18 | - Kwiat Trading Corp. |
| ENCO P.C. CLEANER | - Enterprise Chemical & Paper Co. |
| FLOOR CORPS pH NEUTRAL CLEANER (Powder, Portion Control) | - Walton-March, Inc. |
| GL CS SPRINGTIME NEUTRAL ALL PURPOSE CLEANER | - Capital Supply Co. |
| G-O-E-S | - Purex Industrial |
| GREEN SUBMARINE CLEANER | - Butcher Co. |
| GRIMEFYTER | - Realneat Products |
| GRIME-GO | - Wyandotte Chemicals Co. |
| GRL | - Cello Chemical Corp. |
| H2 ORANGE 2 CONCENTRATE 117 | - EnvirOx LLC |
| H2 ORANGE 2 PRODUCTS ALL DILUTIONS | - EnvirOx LLC |
| H2 ORANGE 2 SUPER CONCENTRATE 112 | - EnvirOx LLC |
| K.P.C. PLASTIC SPEED CLEANER | - Kleenmaster Products Co. |
| K99 | - Rochester Midland Corp. |
| KLEENMASTER BRILLIANIZE | - Chemical Products Co., Inc. |
| LEMON FREE RINSE CLEANER | - Twi-Laq Industries |
| MIRAGE FLOOR FINISH MAINTAINER & NEUTRAL CLEANER | - National Chemical Laboratories |
| MISTY ALL PURPOSE CLEANER | - Amrep, Inc. |
| MR. CLEAN LIQUID FLOOR CLEANER | - Procter & Gamble |
| MR. CLEAN M.NET DISINFECTANT FLOOR CLEANER | - Procter & Gamble |
| MULTI PURPOSE CLEANER | - Scott Sani-Fresh International |
| NATURAL BEAUTY HARD SURFACE CLEANER | - Dynasurf Chemical Corp. |
| NEUTRAL FLOOR CLEANER | - Scott Sani-Fresh International |
| NEUTRO JEL 110R | - Selig Chemical Industries |
| NEVER RINSE | - Puritan/Churchill Chemical Co. |
| NU-VIEW NEUTRAL CLEANER | - Bunzl Corp. |
| PDQ | - Dynasurf Chemical Corp. |

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| PINE GOLD | - Barrier Industries, Inc. |
| RAM ALL PURPOSE CLEANER | - Ram Enterprises, Inc. |
| RELKEM 99 | - Barrier Industries, Inc. |
| ROYAL FLUSH | - Chloral Group |
| RT6 | - Mirandy Products, Ltd. |
| SASSAFRAS ALL PURPOSE CLEANER | - Twi-Laq Industries |
| SEVENTY 7 | - Purex Industrial |
| SIMPLY ROYAL | - Alfred Chemical Corp. |
| SPEEDBALL HEAVY DUTY SPRAY CLEANER | - Butcher Co. |
| SPRAY IT CLEAN | - Twi-Laq Industries |
| SSS HEAVY DUTY CLEANER | - Triple S |
| STONE-GLO MARBLE/TERRAZZO CLEANING CONCENTRATE | - Twi-Laq Industries |
| STRIDE READY-TO-USE | - Johnson Wax Co., S.C. Johnson & Son |
| SUNBATH DEODORIZING CLEANER | - Butcher Co. |
| SUN-GLO CITRUS ALL CLEANER | - Twi-Laq Industries |
| SUN-GLO HEAVY DUTY DEGREASER | - Twi-Laq Industries |
| SWIFFER ADVANCED CLEANER | - Procter & Gamble |
| SWIFFER ADVANCED OR WOOD CLEANER | - Procter & Gamble |
| SWIFFER MOISTENED FLOOR WIPES | - Procter & Gamble |
| SWIFFER WOOD CLEANER | - Procter & Gamble |
| SYNCO | - Banner Chemical Corp. |
| T.M.T. - L (Tile, Marble & Terrazzo Liquid) | - Chloral Group |
| THE NATURAL SUPER ORANGE CLEAN | - Clean Environment Co., Inc. |
| TOP CLEAN | - Hillyard Chemical Co. |
| TOP FLITE FLOOR & SURFACE DETERGENT | - Betco Corp. |
| TOUGH DUTY | - Spartan Chemical Co., Inc. |
| TUFF CLEAN | - Brighton Chemical Co. |
| ULTIMATE ALL PURPOSE CLEANER | - Bunzl Corp. |

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| UNIKLEEN | - Enterprise Chemical & Paper Co. |
| UNITED 550 PURPLE POWER | - United Laboratories, Inc. |
| VALUE | - Scot Laboratories |
| ZEP ALL PURPOSE CLEANER & DEGREASER | - Zep Commercial |
| ZEP ORANGE GEL DEGREASER | - Zep Manufacturing Co. |

DETERGENT, LIQUID BIOREMEDIATION SURFACE CLEANER – Category #22B

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|---|---|
| BIOREM-2000 SURFACE CLEANER | - Clift Industries, Inc. |
| JAWS SC | - Kem Tech Industries |

DETERGENT, STEAM JENNY - Category #24A - Stock #AU0700600 (5 Gallons) - AU0700610 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

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|---|---|
| LIGHTNING STEAM-AWAY CLEANER | - Banner Chemical Corp. |
| STEAM SOFT | - Darm Incorporated |

DRAIN CLEANER – Category #26A

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|---|---|
| GREASE AWAY | - American Industrial Supply, Inc. |

DRAIN CLEANER ENZYMATIC TYPE - Category #26B
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

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|---|---|
| ACTIVATOR 5000 | - Barlyn Chemical |
| BAN-ZYME LIQUID<br>BA0100335 (1 Gallon) – BA0100336 (55 Gallons) | - Banner Chemical Corp. |
| DRAIN BUG | - American Wax Co., Inc. |
| ENVIRO-ZYME GT POWDER<br>Stock #BA0100320 (8oz. Package) | - Enviro-Zyme, Inc. |
| ENZY SUPER | - Prestige Laboratories, Inc. |
| ENZYMATIC-DRAIN CLEANER | - Mirandy Products, Ltd. |
| THE CLEANER | - Spartan Chemical Co., Inc. |

FLOOR FINISH, METALLIC INTERLOCK (SCRUBBABLE) - Category #28 - Stock #AU0100210
(55 Gallons)

| | |
|---|---|
| 20/20 VISION | - Barrier Industries, Inc. |

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|---|---|
| AMWAY FLOOR POLISH | - Amway Corp. |
| AMWAY FLOOR WAX | - Amway Corp. |
| APTCO TOUCHDOWN FLOOR FINISH | - Buckingham Wax Co. |
| CAREFREE | - S.C. Johnson & Son, Inc. |
| CHEM FLOOR FINISH | - Chem Creations, Inc. |
| COMMANDER | - Cello Chemical Corp. |
| COMPLETE | - Johnson Wax Co., S.C. Johnson & Son |
| CORNERSTONE FLOOR SEALER FINISH | - 3M Co. |
| EARL'S 20% SOLIDS FLOOR FINISH | - John A. Earl, Inc. |
| EARL'S 25% SOLIDS FLOOR FINISH | - John A. Earl, Inc. |
| EARL'S 4000A (Scrubbable) | - John A. Earl, Inc. |
| EASY LAY FLOOR FINISH | - Multi-Development Enterprises |
| ENCO SUPREME B RBR | - Enterprise Chemical & Paper Co. |
| ENSURE | - Penetone Corp. |
| FAST TRACK ULTRA WEAR FLOOR FINISH | - Janimart Corp. |
| FLOORTASTIC | - Realneat Products |
| GLOSS RETENTION FLOOR FINISH | - John A. Earl, Inc. |
| KROME-KOTE (Formerly KINGKOTE) | - Rochester Midland Corp. |
| LEGENDARY | - Puritan/Churchill Chemical Co. |
| LITHOFIN PSI-PREMIUM SILICON IMPREGNATOR | - VIC Industrial Corp. |
| LS-2000 | - Masury Columbia Co. |
| MAR SEAL | - Prestige Laboratories, Inc. |
| MASTERPIECE HIGH GLOSS FLOOR FINISH | - National Laboratories |
| ON AN'ON | - Spartan Chemical Co., Inc. |
| P&G PRO LINE SUPER DURABLE FLOOR FINISH | - Procter & Gamble |
| PERMA SHIELD<br>(Enseel Acrylic Sealer & Under Coater) | - National Chemical Laboratories |
| PERMA SHINE<br>(Brite Eyes Wet Look Premium Grade Floor Finish) | - National Chemical Laboratories |

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|---|---|
| PLAZA | - Johnson Wax Co., S.C. Johnson & Son |
| ROYAL BUFF | - Chloral Group |
| ROYAL TREATMENT | - Chloral Group |
| SPIT SHINE ULTRA HIGH SPEED KLEEN & BURNISH | - Janimart Corp. |
| SPRINT | - Johnson Wax Co., S.C. Johnson & Son |
| STONE MEDIC MARBLE POLISHING COMPOUND | - VIC Industrial Corp. |
| SUN-GLO EVERLAST HI-SPEED FLOOR FINISH | - Twi-Laq Industries |
| SUN-GLO PROMISE FLOOR FINISH | - Twi-Laq Industries |
| SUNNY-SIDE | - Spartan Chemical Co., Inc. |
| SUPER GLOSS FLOOR FINISH #23 | - Sterling Sanitary Supply Corp. |
| SUPER POLYMER FLOOR FINISH | - Burke Supply Co. |
| TOTAL FLOOR FINISH | - Twi-Laq Industries |
| TRAFFIC | - Mirandy Products, Ltd. |
| TRAFFIC 25 | - Prestige Laboratories, Inc. |
| TRILINC | - Spartan Chemical Co., Inc. |
| TUFF STUFF FLOOR FINISH | - Brighton Chemical Co. |
| ULTRA GLOSS FLOOR FINISH | - Envirochem, Inc. |
| VICTORY | - Cello Chemical Corp. |
| VITA FLOOR ARREST BUFFABLE FINISH | - Airkem Professional Products |
| WHITE SUN FLOOR FINISH | - Spartan Chemical Co. |
| ZAP FLOOR FINISH MAINTAINER & NEUTRAL CLEANER | - National Chemical Laboratories |

FLOOR CLEANER (RESILIENT TILE STRIPPER) - Category #29A - Stock #AU0700480 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| APTCO STRIPPER | - Buckingham Wax Co. |
| ARMOR ALL CLEANER/DEGREASER | - Armor All Products |
| BLUE STRIP | - Chloral Group |
| BRAVO EXTRA HEAVY DUTY FLOOR STRIPPER | - S.C. Johnson & Son, Inc. |
| BREAK-THRU RE-EMULSIFIER | - Chloral Group |

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| CHAMPION BASEBOARD CLEANER & FLOOR STRIPPER | - Chase Products Co. |
| CHEM WAX STRIPPER | - Chem Creations, Inc. |
| CLEAN ON THE GO DAMP MOP | - Spartan Chemical Co., Inc. |
| CONCENTRATED FLOOR CLEANER | - Lever Industrial, Inc. |
| CONSUME MICRO-MUSCLE | - Spartan Chemical Co., Inc. |
| EASY PAKS NEUTRAL CLEANER | Drackett Professional, S.C. Johnson & Son |
| ENCO FORMULA NO. 200 | - Enterprise Chemical & Paper Co. |
| ENCO TYPHOON CLEANER | - Enterprise Chemical & Paper Co. |
| FLASH ODORLESS / NO RINSE SPEED STRIPPER | - National Chemical Laboratories |
| FLOOR CLEANER 2000 PLUS | - Tennant Co. |
| FULL STRIP | - Fuller Brush Co. |
| G.C. STRIPPER | - W.B. McVicker Co. |
| GREEN SOLUTIONS FLOOR FINISH REMOVER | - Spartan Chemical Co. |
| HEAVY DUTY STRIPPER | - Dynasurf Chemical Corp. |
| INSTANT MILDEW REMOVER/BATHROOM CLEANER | - Betco Corp. |
| LESSWORK DETERGENT | - Banner Chemical Corp. |
| LOW FOAM EXTRACTION CLEANER | - Betco Corp. |
| MODIFIED ONE-STEP SPRAY POWER | - Sterling Sanitary Supply Corp. |
| MOPPACLITE pH NEUTRAL FLOOR CLEANER | - Portion Pac Chemical Corp. |
| NAD-75 | - Spartan Chemical Co., Inc. |
| ON & OFF BASEBOARD CLEANER | - Cello Chemical Corp. |
| P&G PRO LINE FLOOR FINISH STRIPPER | - Procter & Gamble |
| POWERTONE | - Penetone Corp. |
| PRIME TIME | - Walton-March, Inc. |
| SCRUB | - Mirandy Products, Ltd. |
| SOIL SCREEN ALL-PURPOSE NEUTRAL FLOOR CLEANER | - Dymon, Inc. |
| SQUARE ONE | - Spartan Chemical Co., Inc. |
| STEP OFF | - S.C. Johnson & Son, Inc. |

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|---|---|
| STRIPPIT | - Misco International |
| SUNDANCE FLOOR CLEANER | - Butcher Co. |
| SUN-GLO BASE STRIP | - Twi-Laq Industries |
| SUN-GLO HOT STRIPPER | - Twi-Laq Industries |
| SUPER STRIP II | - Barrier Industries, Inc. |
| TILE & TERRAZZO RECYCLING CONCENTRATE 9650 | - Tennant Co. |
| TUFFY PINE SCRUB | - Brighton Chemical Co. |
| VITA FLOOR CLEANER | - Airkem Professional Products |
| WYANDOTTE FLOOR STRIPPER | - Wyandotte Chemicals Co. |

FLOOR SEALER - Category #29B
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| DE-FENSE | - Purex Industrial |
| EXCEL | - Purex Industrial |
| P&G PRO LINE FLOOR & CONCRETE SEALER | - Procter & Gamble |
| SUN-GLO ACRYLIC FLOOR SEALER | - Twi-Laq Industries |
| TOP GUARD READY TO USE | - Top Guard Products |

FLOOR SEALER (CONCRETE) - Category #30
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| P&G PRO LINE FLOOR & CONCRETE SEALER | - Procter & Gamble |
| SUPER GARD | - Purex Industrial |

FURNITURE POLISH (AEROSOL) - Category #31A - Stock #AU0100430 (14 oz.)
(Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| AWARD FURNITURE POLISH | - Ecolab, Inc. |
| BEESWAX FURNITURE POLISH | - Midco Products Co., Inc. |
| CHAMPION LEMON FURNITURE POLISH | - Chase Products Co. |
| EARL'S WAXING, DUSTING, CLEANING POLISH | - John A. Earl, Inc. |
| FIRST CLASS FURNITURE POLISH | - Franklin Cleaning Technology |
| GUARDSMAN INSTITUTIONAL POLISH | - Colgate-Palmolive Co. |

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|---|---|
| LEMON SPEEDWAX | - Purex Industrial |
| LONG LIFE SURFACE REJUVENATOR | - Sterling Sanitary Supply Corp. |
| PLEDGE | - Johnson Wax Co., S.C. Johnson & Son |
| SILKY FURNITURE & EQUIPMENT POLISH | - Butcher Co. |

GRAFFITI REMOVER (AEROSOL AND BULK) - Category #31B - Stock #AU0100595 (1 Gallon)
PATH Stock #933
(Eye protection, impervious gloves, and long sleeve work clothes must be worn. Do not use in an enclosed area.)

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|---|---|
| GG-80 GRAFFITI REMOVER | - Polytech |
| GRAFFITI PRO-TECTION PLUS | - Pro-Kote Industries |
| GRAFFITI REMOVER SAC | - Spartan Chemical Co. |
| JETGO BUST RUST (aerosol & bulk) | - Penray Companies, Inc. |
| KICK | - Visual Pollution Tech, Inc. |
| MC 800 SO-SAFE LIQUID GRAFFITI REMOVER | - Hilti Construction Chemicals, Inc. |
| MC 850 SO-SAFE SPRAYABLE GEL GRAFFITI REMOVER | - Hilti Construction Chemicals, Inc. |
| MOTSENBOCKER'S LIFT OFF #3 | - Motsenbocker's Lift Off |
| MOTSENBOCKER'S LIFT OFF #4 SPRAY PAINT GRAFFITI REMOVER | - Motsenbocker's Lift Off |
| NAVITONE | - Penetone Corp. |
| OFF GRAFFITI REMOVER | - American Industrial Supply, Inc. |
| SIMPLE GREEN | - Sunshine Makers, Inc. |
| ULTRA CLEAN GRAFFITI BLASTER 17614, 17601, 17605, 17754 | - Roman Adhesives, Inc. |
| ULTRA CLEAN GRAFFITI BLOCK 17801, 17805, 17854 | - Roman Adhesives, Inc. |
| WORKFORCE ALL PURPOSE ABSORBENT | - Marcal Paper Mills, Inc. |

GREASE & OIL ABSORBENTS - Category #32 - Stock #AU0100230, AU0100237
(Contact Materials Engineering Division concerning disposal of spent material.)

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|---|---|
| ALL PURPOSE FLOOR ABSORBENT | - Sud-Chemie Absorbents, Inc. |
| CLEAN SWEEP | - Kem Tech Industries |
| DRI WHITE | - Meridian Petroleum |

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|---|---|
| DRI-ZORB | - DMS&D Associates, Inc. |
| FLOOR DRY | - Eagle Picher Co. |
| HI-DRI FLOOR ABSORBENT | - Waverly Minerals, Inc. |
| HTP | - American Products, Inc. |
| MAGIC SORB | - ITW Devcon Environmental Systems |
| OCLANSORB- for chemical spills only | - Hi-Point Peat Limited |
| OIL DRI | - Oil Dri Corp. |
| PEAT SORB OIL ABSORBENT - for oil spills only | - E Global Solutions, Inc. |
| PS 3200, PART #3111 (PETRO EATER IN BOOM FORM) | - Environmental Connections, Inc. |
| SOLS-SPEEDI-DRI | - Engelhard Minerals & Chemicals |
| ZORB ALL | - Diversey Wyandotte |

FLOOR CLEANER, SWEEPING COMPOUND – Category #32A

| | |
|---|---|
| KLEEN SWEEP | - Akona, LLC |

HAND CLEANER, CREAM (WITH LANOLIN & GERMICIDE) - Category #33 - Stock #AU0700070

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|---|---|
| ALCARE FOAMED ALCOHOL | - Calgon Vestal Laboratories |
| GOJO LOTION CREAM SOAP | - GoJo Industries |
| HARLEY CREAM MEDIC | - Harley Chemicals Div., Concord Chemical Co. |

HAND CLEANER, LIQUID - Category #36 – Stock #AU0700073, AU0700084

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|---|---|
| 010 HAND CLEANER | - A.W. Chesterton Co. |
| ANTI MICROBIAL PINK LOTION SOAP | - Bedford Chemical Division, Ferro Corp. |
| CELLO LIQUID HAND SOAP | - Cello Chemical Corp. |
| CORMATIC ANTISEPTIC HAND SOAP | - Georgia-Pacific Corp. |
| CORMATIC FOOD PROCESSING HAND WASH | - Georgia-Pacific Corp. |
| CORMATIC FROST LEMON SOAP | - Georgia-Pacific Corp. |
| CORMATIC MIGHTI SCRUBB HAND SOAP | - Georgia-Pacific Corp. |
| CORMATIC PINK PEARL HAND SOAP | - American Paper Towel Co. |

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|---|---|
| DERMA MAX ANTIMICROBIAL SKIN CLEANER | - Americlean Systems, Inc. |
| DERMA MAX INSTANT SKIN SANITIZER | - Americlean Systems, Inc. |
| DERMA PRO LOTION SOAP | - GoJo Industries |
| FORMULA 86 - 15% HAND SOAP | - Malone Chemical Co. |
| FORMULA 87 - LOTIONIZED SOAP | - Malone Chemical Co. |
| HAND CLEANER, ANTISEPTIC | - NCH Corp. |
| HARCO 37% COCONUT | - Harley Chemicals Div., Concord Chemical Co. |
| LIQUID HAND SOAP | - Chloral Group |
| LTS LOTION SOAP | - Calgon Corp. |
| LURON LOTION HAND CLEANSER | - U.S. Borax Co. |
| MIGHTY SCRUB (Heavy Duty Use Only) | - American Paper Towel Co. |
| PALMETTO (Formerly Balma) | - Rochester Midland Corp. |
| PINK LOTION SOAP | - Kutol Products Co. |
| PINK LOTION SOAP/CAPCO COCONUT LIQUID HAND SOAP | - Harley Chemicals Div., Concord Chemical Co. |
| PINK VELVET HAND SOAP | - Alfred Chemical Corp. |
| POWER GOLD HAND CLEANER W/CRUSHABLES | - GoJo Industries |
| RICHFOAM LIQUID HAND SOAP - 15% | - W.B. McVicker Co. |
| SANIGIZER | - Ecolab, Inc. |
| SOFT TOUCH HAND SOAP | - Barrier Industries, Inc. |
| SPECIAL CASTILE SOAP | - Penetone Corp. |

HAND CLEANER, LOTION - Category #37

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|---|---|
| COCONUT OIL HAND SOAP | - Twi-Laq Industries |
| EPICARE LOTION SOAP | - Ecolab, Inc. |
| GL CS 91284 LOTION HAND SOAP | - Russall Products Co., Inc. |
| INDUSTRIAL CREAMEDIC | - Harley Chemicals Div., Concord Chemical Co. |
| KRESTO EF | - Stockhausen, Inc. |

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|---|---|
| PENETONE HAND CLEANER | - Penetone Corp. |
| PINK LOTION HAND SOAP | - Twi-Laq Industries |
| SBS-61 LOTION SOAP | - Deb SBS, Inc. |
| SLIMLINE PINK PEARL LOTION HAND CLEANER | - Kutol Products Co. |

HAND CLEANER, POWDERED - Category #38A - Stock #AU0100460 (300lb. Drum)

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|---|---|
| BORAXO | - U.S. Borax Co. |
| LAN-O-KLEEN PLUS | - Penetone Corp. |
| PAX-LANO-SAV | - Calgon Corp. |

HAND CLEANER, POWDERED (WITH LANOLIN) - Category #38B - Stock #AU0100465 (5lb. Box)

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|---|---|
| APTCO SUPERIOR HAND CLEANER W/LANOLIN | - American Paper Towel Co. |
| BORA-SOLV | - Sanitary Soap Co., Inc. |
| GENTLE GIANT | - National Milling & Chemical Co. |
| M-1 | - Mione Manufacturing Co. |

HAND CLEANER, WATERLESS - Category #39 - Stock #AU0700060 – AU0700080 - PATH Stock #0276

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|---|---|
| BLUE LABEL | - DL Group, Banite Inc. |
| MAGNUS WATERLESS HAND CLEANER | - Magnus Chemical Division, Inc. |
| PAX-SOLV | - Calgon Corp. |
| SBS-30 WATERLESS SKIN CLEANSER | - Deb SBS, Inc. |

INSECT REPELLENT - Category #42
Contains between 20 and 30% DEET (N, N-Diethyl-meta-Toluamide) except where noted.

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|---|---|
| ANILEATOR INSECT REPELLENT Pump Spray (Stock #AU0100095) | - Hilton Head Laboratories |
| ANILEATOR INSECT REPELLENT Towelette (Stock #AU0100096) | - Hilton Head Laboratories |
| BUG BARRIER II INSECT REPELLENT Aerosol (Stock #AU0100090) | - ARI |
| CUTTER ADVANCED INSECT REPELLENT Pump Spray (Contains Picaridin) (Stock #AU0100080) | - Spectrum Brands, Inc. |

| | |
|---|---|
| CUTTER ADVANCED INSECT REPELLENT Towelette (Contains Picaridin) (Stock #AU0100085) | - Spectrum Brands, Inc. |
| CUTTER BACKWOODS INSECT REPELLENT Pump Spray (Stock #AU0100095) | - Spectrum Brands, Inc. |
| CUTTER OUTDOORSMAN INSECT REPELLENT Lotion (Stock #AU0100092) | - Spectrum Brands, Inc. |
| MISTY INSECT REPELLENT II Aerosol (Stock #AU010090) | - Amrep, Inc. |
| OFF DEEP WOODS INSECT REPELLENT Pump Spray (Stock #AU0100098) | - S.C. Johnson & Son, Inc. |
| REPEL SPORTSMEN INSECT BLOCK 29 Aerosol (Stock #AU0100098) | - Wisconsin Pharmacal Co. |

METAL CLEANER & POLISH - Category #43 - Stock #AU0100410 (1 Gallon)
(Eye protection, impervious glove and long sleeve work clothes must be used.)

| | |
|---|---|
| 3M DESK AND OFFICE CLEANER | - 3M Co. |
| BROWN METAL POLISH 505 | - Buckingham Wax Co. |
| LIME-A-WAY ACIDIC CLEANER | - Ecolab, Inc. |
| MEDALLION METAL POLISH | - Ecolab, Inc. |
| MISTY MULTIPURPOSE CLEANER & POLISH UVX | - Amrep, Inc. |
| MISTY SPRAY CLEANER & POLISH | - Amrep, Inc. |
| NOXON | - Boyle-Midway, Inc. |
| OZ CREAM POLISH | - H. Behlen & Bro. |
| RESTORO POLISH 00 SMOKE | - Restoro Polish Co. |

METAL CLEANER, WATER EMULSION PAINTED SURFACES METALS, PLASTICS - Category #44 – Stock #AU0100440 (1 Gallon) - PATH Stock #4419
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| NU-SHEEN | - Nu-Sheen Products |

ODOR CONTROL CHEMICAL - Category #45 - Stock #AU0100100 (10 oz. Block) – #AU0700285 (14 oz. Tube)

| | |
|---|---|
| AIRKEM GOLD LABEL SOLIDAIRE | - Airkem Professional Products |
| AQUATOC | - Ecolab, Inc. |
| AQUATOC | - Airkem Professional Products |
| AQUAZYME | - Packard Industries, Inc. |
| AQUINOC | - Airkem Professional Products |
| BAD AIR SPONGE | - Mateson Chemical Corp. |
| BIG D D'VOUR | - Big D Industries, Inc. |
| BRITEC BLUE MIST | - Brighton Chemical Co. |
| CHERRY BLOSSOM DEODORIZER & CLEANER | - Burke Supply Co. |
| CLEAN ON THE GO SMOKE & ODOR ELIMINATOR | - Spartan Chemical Co., Inc. |
| CORMATIC WINTER MINT | - Georgia-Pacific Corp. |
| ERASE | - Geritrex Corp. |
| GOLD LABEL LIQUID | - Airkem Professional Products |
| GOLD LABEL MIST (Aerosol) | - Airkem Professional Products |
| GREEN LABEL LIQUID | - Airwick, Reckitt Benckiser |
| MULTI-CLEAN ODOR OUT | - Minuteman International, Inc. |
| NILIUM WATER SOLUBLE DEODORIZER | - Nilodor, Inc. |
| RX 60 FOUL ODOR ELIMINATOR | - Airex Laboratories |
| RUGBEE CARPET & ROOM DEODORIZER | - S.C. Johnson & Son, Inc. |
| SOLIDAIRE GOLD LABEL (Solid) | - Airkem Professional Products |
| SOLIDAIRE RED LABEL (Solid Gel) | - Airkem Professional Products |
| SPRAY N' FRESH | - Fuller Brush Co. |
| SUPERIOR ODOR CONTROL | - Force Chemical, Inc. |

RODENTICIDES - Category #52

RUNWAY ICE CONTROL - Category #53A

| | |
|---|---|
| CLEARWAY 1 | - Clearway, LLC. |

| | |
|---|---|
| CRYOTECH NAAC DEICER | - Cryotech Deicing Technology |
| OCTAMELT | - Octagon Process, Inc. |

GENERAL ICE CONTROL - Category #53B

| | |
|---|---|
| CALCIUM CHLORIDE PELLETS 90 | - Dow Chemical Co. |
| DE-ICER 821 | - Penetone Corp. |

ICE MELT RINSING COMPOUND - Category #53C

| | |
|---|---|
| PROLONG | - Armor Research Co. |

RUST INHIBITOR - Category #54

| | |
|---|---|
| JETGO BUST RUST (aerosol & bulk) | - Penray Companies, Inc. |
| PREVOX (aerosol & bulk) | - Kano Laboratories, Inc. |

RUST REMOVER - Category #55

| | |
|---|---|
| AEROKROIL (aerosol) | - Kano Laboratories, Inc. |
| JETGO BUST RUST (aerosol & bulk) | - Penray Companies, Inc. |
| KROIL (bulk) | - Kano Laboratories, Inc. |

SKIN CREAM, PROTECTIVE - Category #57 - Stock #AU0100480
(FOR NON-AQUEOUS IRRITANTS)

| | |
|---|---|
| DERMA PLUS | - Acutech Industries, Inc. |
| DERMA SHIELD | - Acutech Industries, Inc. |
| FASTEX B4 HAND BARRIER CREAM | - Glenveigh Developments Ltd |
| PROTECTIVE CREAM 411 | - Penetone Corp. |
| SBS-46 PROTECTIVE CREAM | - Deb SBS, Inc. |

SUNSCREEN - Category #57A – Stock #AU0100490

| | |
|---|---|
| SOLAR GUARD SUNSCREEN TOWEL | - ITW Dymon |
| SUN SENSE SPF-15 TOWELETTE | - Solar Care, Inc. |

MOISTURIZER - Category #57B – Stock #AS0700080

| | |
|---|---|
| LUROSOOTHE HAND & BODY LOTION | - Dial Corp. |
| ONOX HAND CREAM | - Onox, Inc. |

AEROSOL - Category #57C

| | |
|---|---|
| EXADERM AEROSOL | - NCH Corp. |

SPENT-FULLER'S EARTH - Category #59

SPOT CLEANER, UPHOLSTERY & CARPET - Category #61B
(Eye protection, imperious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 4OUR BROWN SPOT & STAIN REMOVER | - Cleantronics, Inc. |
| 5IVE RUST AWAY | - Cleantronics, Inc. |
| 6IX TURBO CLEANER COFFEE REMOVER & PRE-SPRAY | - Cleantronics, Inc. |
| HOST & PREP | - Racine Industries, Inc. |
| HOST & SPOT REMOVER FOR CARPET | - Racine Industries, Inc. |
| HOST DRY CARPET CLEANER | - Racine Industries, Inc. |
| PROFESSIONAL SPOT PREP | - Cleanmaster |
| REVITALIZE 101 PRESPRAY/BONNET DETERGENT | - Ecolab, Inc. |
| REVITALIZE 31 BEVERAGE SPOTTER | - Ecolab, Inc. |
| RUGBEE ENZYME SPOTTER | - Johnson Wax Co., S.C. Johnson & Son |
| RUGBEE SOLVENT SPOTTER | - Johnson Wax Co., S.C. Johnson & Son |
| SOIL RELEASE #58 | - Sterling Sanitary Supply Corp. |
| STAIN-EX | - Positive Product Laboratories, Inc. |
| TRAFFIC LANE SPOTTER | - Chloral Group |
| TRI-TEX | - Airkem Professional Products |

SPRAY BUFF PRE-MIXED - Category #62
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| CAREFREE SHOWTIME SUPERIOR GLOSS SPRAY CLEANER | - Burke Supply Co. |
| CLEAR SPRAY BUFF | - Russall Products Co, Inc. |

| | |
|---|---|
| EASY TASK RESTORER SPRAY BUFF | - Betco Corp. |
| LOW AND BEHOLD | - Ecolab, Inc. |
| MIRAGE FLOOR FINISH MAINTAINER & NEUTRAL CLEANER | - National Chemical Laboratories |
| MIST & BUFF | - Puritan/Churchill Chemical Co. |
| MOP & BUFF FLOOR RESTORER | - Twi-Laq Industries |
| RENU | - National Chemical Laboratories |
| ROYAL ENCOUNTERS | - Chloral Group |
| SNAPBACK | - S.C. Johnson & Son, Inc. |
| SPIT SHINE ULTRA HIGH SPEED KLEEN & BURNISH | - Janimart Corp. |
| SPRAY BUFF | - Cello Chemical Corp. |
| SPRAY BUFF | - Puritan/Churchill Chemical Co. |
| SPRAY BUFF | - Spartan Chemical Co., Inc. |
| SUN-GLO FLOOR RESTORER | - Twi-Laq Industries |
| TUFFY MOP & BUFF | - Brighton Chemical Co. |
| TUFFY SPRAY BUFF | - Brighton Chemical Co. |

SPRAY AND RINSE DETERGENT (CAR WASH) – Category #63 – Stock #AU0100823 (55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| FO 976 TA BUS WASH | - Fine Organics Corp. |
| FO 980A | - Fine Organics Corp. |
| J-WAX BELIEVE TRAFFIC FILM REMOVER | - Johnson Wax Co., S.C. Johnson & Son |
| PENETONE 155<br>(Stock #BA0100343) | - Penetone Corp. |
| RMS-36 | - FPC Metro Corp. |
| STRENGTH | - Magnum Research Corp. |

STAINLESS STEEL CLEANER & WASH – Category #65A
(Eye protection, impervious gloves apron and long sleeve work clothes must be worn.)

| | |
|---|---|
| BRILLIANCE STAINLESS STEEL WIPES | - Brilliance Holdings, Ltd. |

| | |
|---|---|
| CELLO SLEEK STAINLESS STEEL CLEANER | - Cello Chemical Corp. |
| DEEP GLOSS (AEROSOL) | - Johnson Wax Co., S.C. Johnson & Son |
| HYSHINE-TIFFANY STAINLESS STEEL CLEANER | - Hysan Corp. |
| METALO STAINLESS STEEL CLEANER | - Twi-Laq Industries |
| NU-SHEEN | - Nu-Sheen Products |
| POWERTONE (Bulk)<br>(Stock #BA0100343 – 6 Gallons) | - Penetone Corp. |
| SHIMMER (Bulk & Aerosol) | - National Laboratories |
| SWELL STAINLESS STEEL CLEANER | - Twi-Laq Industries |
| TRIPLE S STAINLESS STEEL CLEANER | - Triple S |

TOILET BOWL CLEANER, LIQUID – Category #66B – PATH Stock #5535
(Eye protection, impervious gloves, apron and long sleeve work clothes must be worn.)

| | |
|---|---|
| ASTOR SAFETY NON-ACID BOWL CLEANER | - Creative Chemicals, Inc. |
| BATH GUARD - ACID FREE DISINFECTANT BATHROOM CLEANER | - Butcher Co. |
| BATH MATE ACID-FREE WASHROOM CLEANER | - Butcher Co. |
| BIG D URINAL BLOCK WITH ENZYME (Non-Para)<br>(Stock #AU0100070) | - Big D Industries, Inc. |
| BOL MAID TOILET CLEANER | - Betco Corp. |
| BOWL PAC 532 TOILET BOWL & BATHROOM CLEANER | - Portion Pac Chemical Corp. |
| BOWLAWAY BOWL & BATHROOM CLEANER | - Barrier Industries, Inc. |
| CAREFREE MILD BOWL & PORCELAIN CLEANER/ DISINFECTANT | - Burke Supply Co. |
| CHARGE BOWL CLEANER | - Butcher Co. |
| CREW TUB & TILE CLEANER FOR SOLUTION CENTER | - Johnson Wax Co., S.C. Johnson & Son |
| DISINFECTANT RESTROOM CLEANER | - Scott Sani-Fresh International |
| FORMULA 72 GERMICIDAL ACID BOWL CLEANER | - Malone Chemical Co. |
| HI-GENIC | - Purex Industrial |
| JON Q. PUBLIK | - Barrier Industries, Inc. |
| MINT BOWL CLEANER | - Chloral Group |

| | |
|---|---|
| MINT BOWL CLEANER | - Twi-Laq Industries |
| NABC (Non-Acid Disinfectant Bathroom Cleaner) | - Spartan Chemical Co., Inc. |
| NON-ACID BOWL CLEANER | - Twi-Laq Industries |
| SSS NON-ACID BOWL CLEANER | - Triple S |
| SUN-GLO MINT BOWL CLEANER | - Twi-Laq Industries |
| VANI-SOL DISINFECTANT WASHROOM CLEANER | - National Laboratories |

TUNNEL TILE SURFACE DETERGENT – Category #70 – Stock #AU0700250 (55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, face shield, impervious gloves, protective clothing & boots must be worn.)

| | |
|---|---|
| BIO SOLVE | - Westford Chemical Corp. |
| BUSINESS TO BUSINESS SOLUTIONS MULTI-SURFACE CLEANER | - Access Business Group LLC |
| COMPOUND 1101 | - Priority Chemical Co., Inc. |
| ECO-CLEAN | - Uniflo Resources, Inc. |
| FO 1165 | - Fine Organics Corp |
| FO 933 TUNNEL WASH | - Fine Organics Corp. |
| GRIGNARD TUNNEL TILE WASH WINTER GRADE | - Grignard Co. |
| HYDROFORCE BUTYL-FREE ALL PURPOSE CLEANER/ DEGREASER | - CRC Industries, Inc. |
| J-WAX 100 | - S.C. Johnson & Son, Inc. |
| KEY-CHEM 06562P | - Stuart Ironsides |
| KEY-CHEM 539 | - Key Chemicals, Inc. |
| OXI CLEAN | - Orange Glo International |
| PORT TUNNEL CLEANER | - Twi-Laq Industries |
| QUICK TUNNEL CLEANER | - Quick Chemical Co., Inc. |
| SC-1000 | - Gemtek Products |
| SHINELINE MULTI SURFACE CLEANER | - Spartan Chemical Co., Inc. |
| SON OF SUPER BRUTE PLUS | - Applied Research, Inc. |
| SUPER CONCENTRATE PROTECTIVE SOIL REMOVER | - Gemtek Products |

| | |
|---|---|
| SUPER WASH INDUSTRIAL GREASE BUSTER | - SWI International |
| TUNNEL WASH | - Bergo Janitorial Supply |
| ULTRA ONE G-5 DEGREASER | - Ultra One Corp. |
| ZEP BLUE MAGIC | - Zep Manufacturing Co. |
| ZEP-X-8886 | - Zep Manufacturing Co. |
| ZEP-X-9081 | - Zep Manufacturing Co. |

UTILITY CLEANER, PASTE – Category #71A – Stock #AU0700090 (2lb. Can)

UTILITY CLEANER, POWDER – Category #71B – Stock #AU0700100 (100lb. Drum) – AU0700120 (100lb. Drum) – PATH Stock #13329
(Eye protection, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

| | |
|---|---|
| AJAX CLEANSER WITH BLEACH | - Colgate-Palmolive Co. |
| BAB-O-CLEANSER | - Fitzpatrick Bros., Inc. |
| CA-348 | - Polytech |
| CON-SAL | - Church-Dwight Co. |
| F-100 | - Diversey Wyandotte |
| NAMICO J-100 | - National Milling & Chemical Co. |
| PERMAG #40 | - Magnuson Products Corp. |
| PURITINE | - J.I. Holcomb Manufacturing Co. |

CLEANER, GENERAL PURPOSE – Category #71C

| | |
|---|---|
| BLUE VELVET NO FILM GENERAL PURPOSE CLEANER | - National Chemical Laboratories |
| EARTH SENSE #1 GLASS & MULTI-SURFACE CLEANER | - National Chemical Laboratories |
| HYDROXI PRO CLEANING WIPES | - Core Products Co. |
| THE NATURAL ALL PURPOSE MULTI-SURFACE CLEANER | - Easy Clean & Green |
| TRIBASE MULTIPURPOSE CLEANER | - Spartan Chemical Co. |

WALL CLEANER, TILE – Category #72A
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 3M BRAND BATHROOM CLEANER CONCENTRATE | - 3M Co. |

| | |
|---|---|
| AQUA-SAFE | - Brulin & Co., Inc. |
| ARMOR ALL CLEANER/DEGREASER | - Armor All Products |
| ECO-PHASE HEAVY DUTY CLEANER/DEGREASER CONCENTRATE | - Janimart Corp. |
| ENCO FORMULA 'A' | - Enterprise Chemical & Paper Co. |
| IT'S "OK" GREEN | - Ardex Laboratories, Inc. |
| JUST RIGHT | - Janimart Corp. |
| KLEANSAL | - W.B. McVicker Co. |
| LESSWORK DETERGENT | - Banner Chemical Corp. |
| NEUTRA-KLEEN DEODORIZING NEUTRAL CLEANER | - Janimart Corp. |
| PRIME TIME | - Walton-March, Inc. |
| STERIGENT | - Spartan Chemical Co., Inc. |
| SUN-GLO WELSITE TILE & FLOOR CLEANING CONCENTRATE | - Twi-Laq Industries |
| THE NATURAL BASIN, TUB & TILE CLEANER | - Clean Environment Co., Inc. |
| TOP NOTCH | - Barrier Industries, Inc. |

WINDOW CLEANER, CONCENTRATE USE AS DELIVERED – Category #72B - Stock #AU0700180 (1 Gallon) - AU0700190 (55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 3M BRAND GLASS CLEANER CONCENTRATE | - 3M Co. |
| ALCOHOL CLEANER | - Lever Industrial, Inc. |
| APTCO WINDOW CLEANER | - Buckingham Wax Co. |
| BELLWETHER WINDSHIELD WASHER #1001 | - Bellwether Laboratories, Inc. |
| BELLWETHER WINDSHIELD WASHER #1004 | - Bellwether Laboratories, Inc. |
| BELLWETHER WINDSHIELD WASHER #1006 | - Bellwether Laboratories, Inc. |
| CLEAN ON THE GO CONCENTRATED GLASS & HARD SURFACE CLEANER | - Spartan Chemical Co., Inc. |
| CONCENTRATED WINDOW CLEANER | - Twi-Laq Industries |
| EARTH SENSE #1 GLASS & MULTI-SURFACE CLEANER | - National Chemical Laboratories |

| | |
|---|---|
| GC101 HEAVY DUTY GLASS CLEANER | - Banner Chemical Corp. |
| GLANCE RTU | - Johnson Wax Co., S.C. Johnson & Son |
| GLASS CLEANER | - Spartan Chemical Co., Inc. |
| GLASS KARE | - Barrier Industries, Inc. |
| KLEER BRITE WINDOW & GLASS CLEANER | - National Chemical Laboratories |
| LANCE (Use as delivered) | - A.C. Fergusson, Inc. |
| LIGHTNING BLEND GLASS CLEANER F4510 | - Purex Industrial |
| PHOENIX CRYSTAL GLASS CLEANER | - Eagle Maintenance Supply, Inc. |
| PLEXI-I-GUARD LIQUID | - Sterling Sanitary Supply Corp. |
| PRO SHINE | - Paper Enterprises, Inc. |
| SEE KLEAR GLASS CONCENTRATE CLEANER | - Chloral Group |
| SEE-THRU WINDOW CLEANER | - Chloral Group |
| SPARKLE (Use as delivered) | - Mirandy Products, Ltd. |
| SPIC & SPAN DISINFECTING SPRAY & GLASS CLEANER | - Procter & Gamble |
| SPRAY N' SHINE GLASS CLEANER | - Fuller Brush Co. |
| SSS GLASS CLEANER | - Triple S |
| SUN-GLO C-THRU WINDOW CLEANER | - Twi-Laq Industries |
| WINDOW CLEANER CONCENTRATE | - J.I. Holcomb Manufacturing Co. |

WINDOW CLEANER (AEROSOL) – Category #72C – Stock #AU0700195 (19 oz.)
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 099 GLASS CLEANER | - A.W. Chesterton Co. |
| 3M BRAND GLASS CLEANER CONCENTRATE | - 3M Co. |
| 3M TWIST 'N FILL GLASS CLEANER | - 3M Co. |
| BARRIER PLEXIGLASS CLEANER | - Barrier Industries, Inc. |
| BLUE SKY GLASS CLEANER | - Franklin Cleaning Technology |
| LOOK GLASS CLEANER | - Butcher Co. |
| PLEXI-I-GUARD AEROSOL | - Sterling Sanitary Supply Corp. |
| SOILAX SPRAY CLEANER | - Magnus Chemical Division, Inc. |

PATH CARS – EXTERIOR CLEANER – Category #73A – PATH Stock #57066
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed area.)

| | |
|---|---|
| FO 3024-SV | - Fine Organics Corp. |
| FO 479 F | - Fine Organics Corp. |
| PENBLAST 316M | - Penetone Corp. |

PATH CARS – INTERIOR CLEANER – Category #73B – PATH Stock #15510
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed are.) The 3M products must be diluted using Twist 'N Fill Chemical Dispenser.

| | |
|---|---|
| 3M BRAND GENERAL PURPOSE CLEANER CONCENTRATE | - 3M Co. |
| 3M BRAND NEUTRAL CLEANER CONCENTRATE | - 3M Co. |
| 3M BRAND SPEED STRIPPER CONCENTRATE | - 3M Co. |
| 3M NEUTRAL QUAT DISINFECTANT CLEANER | - 3M Co. |
| 3M QUAT DISINFECTANT CLEANER | - 3M Co. |
| 3M TWIST 'N FILL NEUTRAL CLEANER | - 3M Co. |
| BRAVO EXTRA HEAVY DUTY FLOOR STRIPPER | - S.C. Johnson & Son, Inc. |
| FO 449 | - Fine Organics Corp. |
| FO 976 TA BUS WASH | - Fine Organics Corp. |
| FO 980A | - Fine Organics Corp. |
| MEGAPOWER REDI-KLEEN #12 | - Fine Organics Corp. |
| QUICK QLEEN #2 INTERIOR CAR CLEANER | - Quick Chemical Co., Inc. |
| TRACK-TEX AM | - Texo Corp. |

## FOOD SERVICE MAINTENANCE PRODUCTS

### Category #74

**PRE-SOAK FOR STAINLESS STEEL FLATWARE – Stock #AU0700457**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| BANISH | - Chloral Group |
| SILVER KLEEN SS | - Sanolite Chemical Corp. |
| SILVER POWER – used only with Solitron 1000 dispenser | - Ecolab, Inc. |

**CHLORINATED MACHINE DISHWASHING DETERGENT – Stock #AU0700460**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| GUARDIAN MAGNUM | - Ecolab, Inc. |
| SANO-CHLOR | - Sanolite Chemical Corp. |

**CHLORINATED MACHINE DISHWASHING SAFE FOR MOST METALS**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| GUARDIAN ACCLAIM | - Ecolab, Inc. |
| REWARD | - Sanolite Chemical Corp. |

**SOLID DETERGENT CAPSULE FOR MECHANICAL DISHWASHERS**
**(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)**

| | |
|---|---|
| SOLID POWER – used only with Power Activated Detergent Dispenser | - Ecolab, Inc. |
| SOLID POWER PLUS – used only with Power Activated Detergent Dispenser | - Ecolab, Inc. |

**MACHINE WAREWASHING DETERGENT**
**(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)**

| | |
|---|---|
| SUPER SAVER | - Sanolite Chemical Corp. |

**CONCENTRATED MULTI-PURPOSE IODINE**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| IODEX | - Sanolite Chemical Corp. |
| IODINE SANITIZER | - Chloral Group |
| MIKROKLENE | - Ecolab, Inc. |

**POT AND PAN OR HAND DISHWASHING DETERGENT**
**(Eye protection and impervious gloves must be worn.)**

| | |
|---|---|
| EMULSIFY | - Chloral Group |
| JOY DISHWASHING DETERGENT | - Procter & Gamble |
| NEET | - Ecolab, Inc. |
| POT LUCK | - Sanolite Chemical Corp. |

**SOLID DETERGENT CAPSULE FOR POT AND PAN OR HAND DISHWASHING DETERGENT**
**Stock #AU0700450**
**(Eye protection and impervious gloves must be worn.)**

| | |
|---|---|
| SOLITAIRE – used only with Solitron 1000 Dispenser | - Ecolab, Inc. |
| TETROX | - Ecolab, Inc. |

**RINSE ADDITIVE AND DRYING AGENT FOR USE IN AUTOMATIC RINSE INJECTORS**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| INSTANT DRY | - Sanolite Chemical Corp. |
| JET DRY | - Ecolab, Inc. |
| RINSE DRY | - Ecolab, Inc. |
| RINSE IT SP-4 | - Sanolite Chemical Corp. |
| SOLID SPOT FREE | - Ecolab, Inc. |

**SOLID RINSE ADDITIVE AND DRYING AGENT FOR USE IN AUTOMATIC RINSE INJECTORS**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| SOLID SPOT FREE – use only with Mikroverter Dispenser | - Ecolab, Inc. |

**NEUTRAL CLEANER**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| ALL PURPOSE CLEANER | - Ecolab, Inc. |
| KLEER 'N BRITE | - Sanolite Chemical Corp. |

**LOW TEMPERATURE DISHWASHER SANITIZERS**

| | |
|---|---|
| ECO-SAN | - Ecolab, Inc. |

**STAINLESS STEEL CLEANER – Stock #AU0700195**
**(Eye protection, impervious gloves and long sleeve work clothes must be worn.)**

| | |
|---|---|
| **SOILAX** | **- Ecolab, Inc.** |

**ACID CLEANER**

| | |
|---|---|
| **CLINGING LIMEAWAY** | **- Ecolab, Inc.** |

**COMPUBLEND SYSTEM CHEMICALS – Category #77**

| | |
|---|---|
| **Base (A-Y)** | **- 3M Co.** |
| **Ready to Use** | **- 3M Co.** |
| **1:4 Concentrate** | **- 3M Co.** |
| **1:63 Concentrate** | **- 3M Co.** |

## ADDITIONS

| PRODUCT | MANUFACTURER | CATEGORY |
|---|---|---|
| GREEN SOLUTIONS NEUTRAL DISINFECTANT CLEANER | Spartan Chemical Co. | 21A<br>DETERGENT, DISINFECTANT, ODOR COUNTERACTANT |
| NEUTRA-CIDE 256 DISINFECTANT NEUTRAL CLEANER | National Chemical Laboratories | 21A<br>DETERGENT, DISINFECTANT, ODOR COUNTERACTANT |
| MIRAGE FLOOR FINISH MAINTAINER & NEUTRAL CLEANER | National Chemical Laboratories | 22A<br>DETERGENT, LIQUID SYNTHETIC<br>62<br>SPRAY BUFF PRE-MIXED |
| MR. CLEAN LIQUID FLOOR CLEANER | Procter & Gamble | 22A<br>DETERGENT, LIQUID SYNTHETIC |
| MR. CLEAN M.NET DISINFECTANT FLOOR CLEANER | Procter & Gamble | 22A<br>DETERGENT, LIQUID SYNTHETIC |
| P&G PRO LINE SUPER DURABLE FLOOR FINISH | Procter & Gamble | 28<br>FLOOR FINISH, METALLIC INTERLOCK |
| WHITE SUN FLOOR FINISH | Spartan Chemical Co. | 28<br>FLOOR FINISH, METALLIC INTERLOCK |
| FLASH ODORLESS / NO RINSE SPEED STRIPPER | National Chemical Laboratories | 29A<br>FLOOR CLEANER (RESILIENT TILE STRIPPER) |
| GREEN SOLUTIONS FLOOR FINISH REMOVER | Spartan Chemical Co. | 29A<br>FLOOR CLEANER (RESILIENT TILE STRIPPER) |
| P&G PRO LINE FLOOR FINISH STRIPPER | Procter & Gamble | 29A<br>FLOOR CLEANER (RESILIENT TILE STRIPPER) |
| P&G PRO LINE FLOOR & CONCRETE SEALER | Procter & Gamble | 29B<br>FLOOR SEALER<br>30<br>FLOOR SEALER, (CONCRETE) |
| GRAFFITI REMOVER SAC | Spartan Chemical Co. | 31B<br>GRAFFITI REMOVER (AEROSOL AND BULK) |
| BAD AIR SPONGE | Mateson Chemical Corp. | 45<br>ODOR CONTROL CHEMICAL |
| RX 60 FOUL ODOR ELIMINATOR | Airex Laboratories | 45<br>ODOR CONTROL CHEMICAL |
| JETGO BUST RUST (aerosol & bulk) | Penray Companies, Inc. | #54<br>RUST INHIBITOR<br>#55<br>RUST REMOVER |

| | | |
|---|---|---|
| PREVOX (aerosol & bulk) | Kano Laboratories, Inc. | #54<br>RUST INHIBITOR |
| KROIL (bulk) | Kano Laboratories, Inc. | #55<br>RUST REMOVER |
| BLUE VELVET NO FILM GENERAL PURPOSE CLEANER | National Chemical Laboratories | 71C<br>CLEANER, GENERAL PURPOSE |
| EARTH SENSE #1 GLASS & MULTI-SURFACE CLEANER | National Chemical Laboratories | 71C<br>CLEANER, GENERAL PUPOSE<br>72B<br>WINDOW CLEANER<br>CONCENTRATED |
| TRIBASE MULTIPURPOSE CLEANER | Spartan Chemical Co. | 71C<br>CLEANER, GENERAL PURPOSE |
| KLEER BRITE WINDOW & GLASS CLEANER | National Chemical Laboratories | 72B<br>WINDOW CLEANER,<br>CONCENTRATED |
| SPIC & SPAN DISINFECTING SPRAY & GLASS CLEANER | Procter & Gamble | 72B<br>WINDOW CLEANER,<br>CONCENTRATED |

## DELETIONS

| PRODUCT | MANUFACTURER | CATEGORY |
|---|---|---|
| BUG BAND INSECT REPELLENT<br>Towelette | EES, Inc. | 42<br>INSECT REPELLENT |

## CHANGES

THERE ARE NO CHANGES

## VENDOR NAMES AND ADDRESSES

**3M Co.**
**3M Center**
**St. Paul, MN 55144-1000**

**A.C. Fergusson, Inc.**
**Spring Mill Drive**
**Frazer, PA 19355**

**A.W. Chesterton Co.**
**225 Fallon Road**
**Middlesex Industrial Park**
**Stoneham, MA 02180-2999**

**Access Business Group LLC**
**7575 Fulton Street**
**Ada, MI 49355**

**Acutech Industries, Inc.**
**310 Brookhollow Industrial Blvd.**
**Dalton, GA 30721-3275**

**Advantage Marketing Associates**
**1295 S.W. 4th Avenue**
**Delray Beach, FL 33444**

**Air Kontrol, Inc.**
**221 Pearson Street**
**Batesville, MS 38606**

**Airex Laboratories**
**1640 Delmar Drive**
**Folcroft, PA 19032**

**Airkem Professional Products, Ecolab, Inc.**
**370 Wabasha Street**
**St. Paul, MN 55102**

**Airwick, Reckitt Benckiser**
**Morris Corporate Center IV**
**399 Interpace Parkway, P.O. Box 225**
**Parsippany, NJ 07054-0225**

**Akona, LLC**
**P.O. Box 488**
**1570 Halgren Road**
**Maple Plain, MN 55359**

**Alfred Chemical Corp.**
**111 Gardner Avenue**
**Brooklyn, NY 11237**

**AMAX Corp.**
**960 S. Third Street**
**Louisville, KY 40203**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**American Cyanamid Co.**
**697 Route 46**
**Clifton, NJ 07015**

**American Industrial Supply, Inc.**
**4514 Vanowen Street**
**Burbank, CA 91505**

**American Paper Towel Co.**
**10 Industrial Road**
**Carlstadt, NJ 07072**

**American Products, Inc.**
**P.O. Box 7455**
**Port St. Lucie, FL 34985**

**American Wax Co., Inc.**
**39-30 Review Avenue**
**Long Island City, NY 11101**

**Americlean Systems, Inc., JohnsonDivesey**
**26935 Northwestern Hwy., Suite 400**
**Southfield, MI 48034**

**Amrep, Inc.**
**990 Industrial Park Drive**
**Marietta, GA 30062**

**Amway Corp.**
**7575 East Fulton Road**
**Ada, MI 49355**

**Applied Research, Inc.**
**7367 Davie Rd. Ext**
**Hollywood, FL 33024**

**Ardex Laboratories, Inc.**
**335 Camer Dr.**
**Bensalem, PA 19020**

**ARI**
**P.O. Box 510**
**Orchard Hill, GA 30266**

**Armor All Products, Clorox Co.**
**22 Corporate Park**
**Irvine, CA 92714**

**Armor Research Co.**
**1035 Busch Memorial Highway**
**Pennsauken, NJ 08110**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Banner Chemical Corp.**
**111 Hill Street**
**Orange, NJ 07050**

**Barlyn Chemicals**
**P.O. Box 1122**
**Havertown, PA 19083**

**Barrier Industries, Inc.**
**200 E. Main Street**
**Port Jervis, NY 12771**

**Bedford Chemical Division, Ferro Corp.**
**7050 Krick Road**
**Walton Hills, OH 44146-4494**

**Bellwether Laboratories, Inc.**
**172 Speedwell Avenue**
**Morris Plains, NJ 07950**

**Bergo Janitorial Supply**
**114 Allen Blvd.**
**Farmingdale, NY 11735**

**Betco Corp.**
**1001 Brown Ave.**
**Toledo, OH 43607**

**Big D Industries, Inc.**
**5620 S. W. 29th Street**
**P.O. Box 82219**
**Oklahoma City, OK 73148-0219**

**Boyle-Midway, Inc.**
**South Avenue & Hale Street**
**Cranford, NJ 07016**

**Brighton Chemical Co.**
**385 Jersey Street**
**Staten Island, NY 10301**

**Brilliance Holdings, Ltd.**
**121 Customs St West**
**Auckland Central, NZ**

**Brulin and Co., Inc.**
**P.O. Box 270**
**Indianapolis, IN 46206**

**Buckingham Wax Co.**
**51-03 Van Dam Street**
**Long Island City, NY 11101**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Bunzl Corp.**
**256 Columbia Turnpike, Suite 212**
**Florham Park, NJ 07932-1298**

**Burke Supply Co.**
**Bldg. 293, Brooklyn Navy Yard**
**Brooklyn, NY 11205**

**Butcher Co.**
**120 Bartlett Street**
**Marlborough, MA 01752**

**Calgon Corp.**
**Commercial Division**
**7501 Page Avenue**
**St. Louis, MO 63166**

**Calgon Vestal Laboratories**
**5035 Manchester Avenue**
**Saint Louis, MO 63110**

**Capital Supply Co.**
**111 Eighth Avenue**
**New York, NY 10011**

**Cello Chemical Corp.**
**1354 Old Post Road**
**Havre de Grace, MD 21078**

**Chase Products Co.**
**P.O. Box 70**
**Maywood, IL 60153**

**Chem Creations, Inc.**
**260 Northern Blvd.**
**Great Neck, NY 11021**

**Chemical Products Co., Inc.**
**1213 Jackson Street**
**Omaha, NE 68102**

**Chemspec**
**3001 E. Madison Street**
**Baltimore, MD 21205**

**Chloral Group**
**171 Lombardy Street**
**Brooklyn, NY 11222**

**Church-Dwight Co.**
**Two Pennsylvania Plaza**
**New York, NY 10001**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Clean Environment Co., Inc.**
**P.O. Box 4444**
**Lincoln, NE 68504**

**Cleanmaster**
**6321 204 Street SW**
**Lynwood, WA 98036**

**Cleantronics, Inc.**
**P.O. Box 384**
**Princeton Junction, NJ 08550**

**Clearway, LLC.**
**414 Wilson Avenue**
**Newark, NJ 07105**

**Clift Industries, Inc.**
**P.O. Box 67153**
**Charlotte, NC 28226**

**Clorox Co.**
**1221 Broadway**
**Oakland, CA 94612**

**CMC Laboratories Co., Inc.**
**100 Varick Street**
**New York, NY 10014**

**Colgate-Palmolive Co.**
**300 Park Avenue**
**New York, NY 10022**

**Core Products Co.**
**401 Industrial Drive**
**Canton, TX 75103**

**CRC Industries, Inc.**
**885 Louis Dr.**
**Warminster, PA 18947**

**Creative Chemicals, Inc.**
**3 Church Street**
**Plamer, MA 01069**

**Cryotech Deicing Technology**
**6103 Orthoway**
**Fort Madison, IA 52627**

**Crystal Chemical Corp.**
**101-02 37th Avenue**
**Corona, NY 11368**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Darm Incorporated**
**P.O. Box 0218**
**Baldwin, NY 11510**

**Deb SBS, Inc.**
**1100 Highway 27 South**
**Stanley, NC 28164**

**Dial Corp.**
**1850 N. Central**
**Phoenix, AZ 85077**

**Diversey Wyandotte**
**400 Washington Street**
**Suite 301**
**Braintree, MA 02184**

**DL Group, Banite Inc.**
**47 East Market Street**
**Buffalo, NY 14204**

**DMS&D Associates, Inc.**
**20 Meridian Road**
**Eatontown, NJ 07724**

**Dow Chemical Co.**
**2030 Dow Center**
**Midland, MI 48674**

**Drackett Professional, S.C. Johnson**
**1295 S.W. 4th Street**
**Delray Beach, FL 33444**

**Dymon, Inc.**
**P.O. Box 6267**
**Kansas City, KS 66106**

**Dynasurf Chemical Corp.**
**1426 Fleet Street**
**Baltimore, MD 21231**

**E Global Solutions, Inc.**
**9-d Dunwood Road**
**Port Washington, NY 11050**

**Eagle Maintenance Supply, Inc.**
**80 Twinbridge Drive**
**Pennsauken, NJ 08110**

**Eagle Picher Co.**
**580 Walnut Street**
**Cincinnati, OH 45202**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Easy Clean & Green**
**P.O. Box 323**
**Monmouth Beach, NJ 07750**

**Ecolab, Inc.**
**370 Wabasha Street**
**St. Paul, MN 55102**

**EMS Brands Products**
**9242 Commerce Highway**
**Pennsauken, NJ 08110**

**Engelhard Minerals & Chemicals Corp.**
**Menlo Park**
**Edison, NJ 08817**

**Enterprise Chemical & Paper Co.**
**35-03 29th Street**
**Long Island City, NY 11106**

**Envirochem, Inc.**
**317 St. Paul's Avenue**
**Jersey City, NJ 07306**

**Environmental Connections, Inc.**
**704 Plaza Blvd.**
**Kinston, NC 28501**

**EnviroSystems, Inc.**
**1754 Technology Drive**
**Suite 106**
**San Jose, CA 95110**

**EnvirOx LLC**
**P.O. Box 140**
**Georgetown, IL 61846**

**Enviro-Zyme, Inc.**
**Stormville Mountain Road**
**Stormville, NY 12582**

**Fine Organics Corp.**
**205 Main Street**
**Lodi, NJ 07644**

**Finished Surface System, Inc.**
**P.O. Box 569**
**Comstock Park, MI 49321**

**Fitzpatrick Bros., Inc.**
**625 North Sacramento Blvd.**
**Chicago, IL 60612**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Force Chemical, Inc.**
**449 Bayview Avenue**
**Cedarhurst, NY 11516**

**FPC Metro Corp.**
**168 Spruce Street**
**Westbury, NY 11590**

**Franklin Cleaning Technology**
**P.O. Box 214**
**Great Bend, KS 67530**

**Fresh Products, Inc.**
**4010 South Avenue**
**Toledo, OH 43615**

**Fuller Brush Co.**
**P.O. Box 729**
**Westport Addition**
**Great Bend, KS 67530**

**Gemtek Products**
**1118 E. Missouri Ave., Suite B-2**
**Phoenix, AZ 85014**

**Georgia-Pacific Corp.**
**133 Peachtree Street, N.E.**
**Atlanta, GA 30303**

**Geritrex Corp.**
**2 East Sanford Blvd.**
**Mount Vernon, NY 10550**

**Gilman Products Co.**
**P.O. Box 327 Riverview Mill**
**Wilton, NH 03086**

**Glenveigh Developments Ltd**
**PO Box 734**
**Lower Sackville, Nova Scotia**
**Canada B4C 3V3**

**GoJo Industries**
**P.O. Box 991**
**Akron, OH 44309**

**Grignard Co.**
**126 Passaic Street**
**Newark, NJ 07104**

**H. Behlen & Bro.**
**Route 30 North**
**Amsterdam, NY 12010**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Halbro Control Industries, Inc.**
**2090 Route 110**
**Farmingdale, NY 11735**

**Harley Chemicals Div., Concord Chemical Co.**
**17th Federal Streets**
**Camden, NJ 08105**

**Heritage Labs, Inc.**
**P.O. Box 4141**
**Bayonne, NJ 07002**

**Hillyard Chemical Co.**
**302 North 4th Street**
**St. Joseph, MO 64502**

**Hilti Construction Chemicals, Inc.**
**5400 S. 122nd East Avenue**
**Tulsa, OK 74146**

**Hilton Head Laboratories**
**484 Brows Cove Road**
**Ridgeland, SC 29936**

**Hi-Point Peat Limited**
**P.O. Box 2535**
**Postal Station "M"**
**Calgary, Alberta**
**Canada T2P 2N6**

**Hysan Corp.**
**4309 S. Morgan Street**
**Chicago, IL 60609**

**Indco, Inc.**
**N. Railroad & Essex Sts.**
**Gloucester City, NJ 08030**

**IRS Total Recycling Services**
**P.O. Box 931**
**Ridgefield, NJ 07657**

**ITW Devcon Environmental Systems**
**30 Endicott Street**
**Danvers, MA 01933**

**ITW Dymon**
**805 East Old 56 Hwy.**
**Olathe, KS 66061**

**J.I. Holcomb Manufacturing Co.**
**4415 Euclid Avenue**
**Cleveland, OH 44103**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**James Austin Co.**
**115 Downieville Road**
**Mars, PA 16046**

**Janimart Corp.**
**733 Ridgedale Ave.**
**East Hanover, NJ 07936**

**John A. Earl, Inc.**
**216-222 Union Street**
**Hackensack, NJ 07601**

**Johnson Wax Co., S.C. Johnson & Son**
**1525 Howe Street**
**Racine, WI 53403**

**Kano Laboratories, Inc.**
**1000 E. Thompson Lane**
**Nashville, TN 37211**

**Kem Tech Industries**
**N8076 Maple Street**
**Ixonia, WI 53036**

**Key Chemicals, Inc.**
**4346 Tacony Street**
**Philadelphia, PA 19124**

**Kleenmaster Products Co.**
**291 Roymar Road**
**Oceanside, CA 92054**

**Kutol Products Co.**
**7650 Camargo Road**
**Cincinnati, OH 45243**

**Kwiat Trading Corp.**
**10155 Collins Avenue #403**
**Bal Harbour, FL 36154**

**Lever Industrial, Inc.**
**CH 9542**
**Munchweilen, Switzerland**

**LSZ, Inc.**
**30 Glenn Street, Suite 309**
**White Plains, NY 10603**

**Magnum Research Corp.**
**10-5 Drew Court**
**Ronkonkoma, NY 11779**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Magnus Chemical Division, Inc.**
**Ecolab Osborn Building**
**St. Paul, MN 55102**

**Magnuson Products Corp.**
**50 Court Street**
**Brooklyn, NY 11201**

**Malone Chemical Co.**
**130 Marion Avenue**
**Linden, NJ 07036**

**Marcal Paper Mills, Inc.**
**1 Market Street**
**Elmwood Park, NJ 07407**

**Masury Columbia Co.**
**2150 North 15th Avenue**
**Melrose Park, IL 60160**

**Mateson Chemical Corp.**
**1025 East Montgomery Ave.**
**Philadelphia, PA 19125**

**Meridian Petroleum**
**330 S. Wells Street**
**Chicago, IL 60606**

**Midco Products Co., Inc.**
**11697 Fairgrove Ind. Blvd.**
**St. Louis, MO 63043**

**Minuteman International, Inc.**
**600 Cardigan Road**
**Shoreview, MN 55126**

**Mione Manufacturing Co.**
**51 Democrat Road**
**Mickleton, NJ 08056**

**Mirandy Products, Ltd.**
**1078 Grand Avenue**
**South Hempstead, NY 11550**

**Misco International**
**115 Messner Drive**
**Wheeling, IL 60090**

**Misco Products Corp.**
**R.D. 9, Box 9155**
**Reading, PA 19605**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Modern Research Corp.**
**431 Stephenson Highway**
**Troy, MI 48083**

**M-Oil-Free Co., Inc.**
**2060 Hartel Street**
**Levittown, PA 19057**

**Motsenbocker's Lift Off**
**P.O. Box 90947**
**San Diego, CA 92169**

**Multi-Development Enterprises**
**P.O. Box 2904**
**Plainfield, NJ 07062**

**National Chemical Laboratories of PA, Inc.**
**401 North Tenth Street**
**Philadelphia, PA 19123**

**National Chemsearch Div. of NCH Corp.**
**Box 152170**
**Irving, TX 75015**

**National Laboratories**
**225 Summit Avenue**
**Montvale, NJ 07645**

**National Milling & Chemical Co.**
**4601 Flat Rock Road**
**Philadelphia, PA 19127**

**NCH Corp.**
**Box 152170**
**Irving, TX 75015**

**Neutron Industries, Inc.**
**7103 N. Black Canyon Hwy**
**Phoenix, AZ 85021-7619**

**Nilodor, Inc.**
**1470 Industrial Parkway**
**Bolivar, OH 44612**

**Nu-Sheen Products**
**P.O. Box 426**
**Ottumwa, IA 52501**

**Octagon Process, Inc.**
**596 River Road**
**Edgewater, NJ 07020**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Oil Dri Corp.**
**68-64 Yellowstone Boulevard**
**Forest Hills, NY 11375**

**Oil-Away**
**2316 Oakhaven Drive**
**Duarte, CA 91010**

**Onox, Inc.**
**43132 Christy Street**
**Fremont, CA 94538**

**Orange Glo International**
**8765 Orchard Road, Suite #703**
**Englewood, CO 80111**

**Packard Industries, Inc.**
**7 Stow Road**
**Marlton, NJ 08053**

**Paper Enterprises, Inc.**
**850 East 140th Street**
**Bronx, NY 10454**

**PCI of America**
**2701 Tower Oaks Boulevard**
**Suite 300**
**Rockville, MD 20852**

**Penetone Corp.**
**74 Hudson Avenue**
**Tenafly, NJ 07670**

**Penray Companies, Inc.**
**440 Denniston Ct.**
**Wheeling, IL 60090**

**Permatex Industrial Corp.**
**705 North Mountain Road**
**Newington, CT 06111**

**Polytech**
**2520 San Fernando Road**
**Los Angeles, CA 90085**

**Portion Pac Chemical Corp.**
**400 N. Ashland Avenue**
**Chicago, IL 60622**

**Positive Product Laboratories, Inc.**
**P.O. Box 281**
**Pleasantville, NY 10570**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Prestige Laboratories, Inc.**
**100 Oak Street**
**East Rutherford, NJ 07073**

**Priority Chemical Co., Inc.**
**725 River Road, P.O. Box 332**
**Edgewater, NJ 07020**

**Pro-Kote Industries**
**5849 Okeechobee Blvd.**
**West Palm Beach, FL 33417**

**Procter & Gamble**
**Ivorydale Technical Center**
**5299 Spring Grove Avenue**
**Cincinnati, OH 45217-1087**

**Purex Industrial**
**7300 Bolsa Ave.**
**Westminster, CA 92684-3800**

**Puritan/Churchill Chemical Co.**
**916 Ashby Street, NW**
**Atlanta, GA 30318**

**Q-Pak Corp.**
**2145 McCarter Highway**
**Newark, NJ 07104**

**Quick Chemical Co., Inc.**
**200 Winston Drive, Suite 2603**
**Cliffside Park, NJ 07010**

**Racine Industries, Inc.**
**1405 16th Street**
**Racine, WI 53403**

**Ram Enterprises, Inc.**
**3131 Stonebrook Circle**
**Memphis, TN 38116**

**Realneat Products**
**1475 East 222nd Street**
**Bronx, NY 10469**

**Restoro Polish Co.**
**53 Conrad Drive**
**Karo, PA 16046**

**Rochester Midland Corp.**
**135 West Central Blvd.**
**Palisades Park, NJ 07650**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Roman Adhesives, Inc.**
**824 State Street**
**Calumet City, IL 60609**

**Russall Products Co., Inc.**
**1719 W. Farms Rd.**
**Bronx, NY 10460**

**S.C. Johnson & Son, Inc.**
**1525 Howe Street**
**Racine, WI 53403-5011**

**Sanitary Soap Co., Inc.**
**104 Railroad Avenue**
**Paterson, NJ 07501**

**Sanolite Chemical Corp.**
**3449 Ft. Hamilton Parkway**
**Brooklyn, NY 11218**

**Scot Laboratories**
**16841 Park Circle Drive**
**Chagrin Falls, OH 44023**

**Scott Sani-Fresh International**
**4702 Goldfield**
**San Antonio, TX 78218**

**Selig Chemical Industries**
**840 Selig Drive, S.W.**
**Atlanta, GA 30336**

**Shaklee Corp.**
**444 Market Street**
**San Francisco, CA 94111**

**Solar Care, Inc.**
**115 Research Drive**
**Bethlehem, PA 18015**

**Spartan Chemical Co., Inc.**
**110 N. Westwood Avenue**
**Toledo, OH 43607**

**Spectrum Brands, Inc.**
**2150 Schuetz Road**
**St. Louis, MO 63146**

**Sprayon Products, Sherwin-Williams Co.**
**6830 Cochran Road**
**Solon, OH 44139**

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Spruce Industries**
**636 South Avenue**
**Garwood, NJ 07027**

**Sterling Sanitary Supply Corp.**
**32-32 57th Street**
**Woodside, NY 11377**

**Stockhausen, Inc.**
**2401 Doyle Street**
**Greensboro, NC 27406**

**Stuart Ironsides**
**7575 Plaza Court**
**Willowbrook, IL 60521**

**Sud-Chemie Absorbents, Inc.**
**31670 GA Hwy**
**South Meigs, GA 31765**

**Sunshine Makers, Inc.**
**16771 Pacific Coast Highway**
**Sunset Beach, CA 90742**

**SWI International**
**487 Division St.**
**Boonton, NJ 07005**

**Tennant Co.**
**701 N. Little Drive**
**Minneapolis, MN 55422**

**Texo Corp.**
**2801 Highland Ave.**
**Cincinnati, OH 45212**

**Top Guard Products**
**76 Grand Avenue**
**Brooklyn, NY 11205**

**Triple S**
**2 Executive Park Drive**
**Billerica, MA 01862**

**Turtle Wax, Inc.**
**5655 West 73rd Street**
**Chicago, Illinois 60638-6211**

**Twi-Laq Industries**
**76 Grand Avenue**
**Brooklyn, NY 11205**

## VENDOR NAMES AND ADDRESSES (CONT'D)

U.S. Borax Co.
3075 Wilshire Boulevard
Los Angeles, CA 90010

Ultra One Corp.
Edgewater Industrial Park
112 East Avenue
Hackettstown, NJ 07840

Uncle Sam Chemical Co.
573-575 West 131st St.
New York, NY 10027

Uniflo Resources, Inc.
19 Kimberly
Wayside, NJ 07712

United Laboratories, Inc.
320 37th Avenue
St. Charles, IL 60174

VIC Industrial Corp.
231 E Emory Road
Powell, TN 37849

Visual Pollution Tech, Inc.
P.O. Box 12833
Scottsdale, AZ 85267

W.B. McVicker Co.
243 44th Street
Brooklyn, NY 11232

Walton-March, Inc.
1620 Old Deerfield Road
Highland Park, IL 60035

Waverly Minerals, Inc.
31670 GA Hwy 3 South
Meigs, GA 31765

Westford Chemical Corp.
P.O. Box 798
Westford, Massachusetts 01886

Wisconsin Pharmacal Co.
1 Repel Road
P.O. Box 198
Jackson, WI 53037

Wyandotte Chemicals Co.
1609 Biddle St.
Wyandotte, MI 48192

## VENDOR NAMES AND ADDRESSES (CONT'D)

**Yonar Labs**
**6615 Tributary Street**
**Baltimore, MD 21224**

**Zep Commercial**
**Enforcer Products Inc.**
**P.O. Box 1060**
**Cartersville, GA 30120**

**Zep Manufacturing Co.**
**10 Fadem Road**
**P.O. Box 299**
**Springfield, NJ 07081**

# INDEX


| PRODUCT | CATEGORY |
|---|---|
| 010 HAND CLEANER | 36 |
| 099 GLASS CLEANER | 72C |
| 10:1 RUG SHAMPOO | 12 |
| 20/20 VISION | 28 |
| 3M BRAND BATHROOM CLEANER CONCENTRATE | 72A |
| 3M BRAND DEODORIZER – FRESH SCENT CONCENTRATE | 21A |
| 3M BRAND GENERAL PURPOSE CLEANER CONCENTRATE | 73B |
| 3M BRAND GLASS CLEANER CONCENTRATE | 72B, 72C |
| 3M BRAND NEUTRAL CLEANER CONCENTRATE | 73B |
| 3M BRAND SPEED STRIPPER CONCENTRATE | 73B |
| 3M DESK AND OFFICE CLEANER | 43 |
| 3M NEUTRAL QUAT DISINFECTANT CLEANER | 21A, 73B |
| 3M QUAT DISINFECTANT CLEANER | 21A, 73B |
| 3M TWIST 'N FILL GLASS CLEANER | 72C |
| 3M TWIST 'N FILL NEUTRAL CLEANER | 73B |
| 4OUR BROWN SPOT & STAIN REMOVER | 61B |
| 520 SPRAY WAX | 8 |
| 5IVE RUST AWAY | 61B |
| 6IX TURBO CLEANER COFFEE REMOVER & PRE-SPRAY | 61B |
| A-33 | 21A |
| A-33 DRY | 21A |
| A-BEN-A-QUI | 22A |
| ABSOLUTE | 21A |
| ACTIVATOR 5000 | 26B |
| AEROKROIL | 55 |
| AIRKEM A-3 | 21A |
| AIRKEM FOAM TEX | 12 |
| AIRKEM GOLD LABEL SOLIDAIRE | 45 |
| AJAX ALL PURPOSE CLEANER | 21A |
| AJAX CLEANSER WITH BLEACH | 71B |
| ALCARE FOAMED ALCOHOL | 33 |
| ALCOHOL CLEANER | 72B |
| ALL PURPOSE CLEANER | 22A, 74 |
| ALL PURPOSE CLEANER 201 | 22A |
| ALL PURPOSE FLOOR ABSORBENT | 32 |
| AMWAY FLOOR POLISH | 28 |
| AMWAY FLOOR WAX | 28 |
| ANILEATOR INSECT REPELLENT | 42 |
| ANTI MICROBIAL PINK LOTION SOAP | 36 |
| APTCO ALL PURPOSE CLEANER | 22A |
| APTCO STRIPPER | 29A |
| APTCO SUPERIOR HAND CLEANER W/LANOLIN | 38B |
| APTCO TOUCHDOWN FLOOR FINISH | 28 |
| APTCO WINDOW CLEANER | 72B |
| AQUA-SAFE | 72A |
| AQUATOC | 45 |
| AQUAZYME | 45 |
| AQUINOC | 45 |
| ARCTIC KLEEN FREEZER CLEANER | 22A |
| ARMOR 413 COIL CLEANER | 13 |

| PRODUCT | CATEGORY |
|---|---|
| ARMOR ALL CLEANER/DEGREASER | 18A, 29A, 72A |
| ARMOR ALL PROTECTANT | 9A, 9B |
| ASEPTICARE | 21A |
| ASTOR SAFETY NON-ACID BOWL CLEANER | 66B |
| AUSTIN A-1 BLEACH | 21B |
| AWARD FURNITURE POLISH | 31A |
| BAB-O-CLEANSER | 71B |
| BACTI-CHEM DETERGENT DISINFECTANT CLEANER | 21A |
| BAD AIR SPONGE | 45 |
| BANISH | 74 |
| BANISH-IT "Q" | 21A |
| BAN-ZYME LIQUID | 26B |
| BARCROBE | 21A |
| BARRIER PLEXIGLASS CLEANER | 72C |
| BASIC H | 22A |
| BATH GUARD - ACID FREE DISINFECTANT BATHROOM CLEANER | 66B |
| BATH MATE ACID-FREE WASHROOM CLEANER | 66B |
| BEACON BLEACH | 21B |
| BEESWAX FURNITURE POLISH | 31A |
| BELIEVE IT | 12 |
| BELLWETHER WINDSHIELD WASHER | 72B |
| BIG D D'VOUR | 45 |
| BIG D URINAL BLOCK WITH ENZYME | 66B |
| BIG EASY NON-BUTYL DEGREASER CLEANER | 22A |
| BIO BARRIER PINE D | 21A |
| BIO SOLVE | 70 |
| BIOREM-2000 SURFACE CLEANER | 22B |
| BLUE LABEL | 39 |
| BLUE PEARL | 22A |
| BLUE SKY GLASS CLEANER | 72C |
| BLUE STRIP | 29A |
| BLUE VELVET NO FILM GENERAL PURPOSE CLEANER | 71C |
| BOL MAID TOILET CLEANER | 66B |
| BORA-SOLV | 38B |
| BORAXO | 38A |
| BOWL PAC 532 TOILET BOWL & BATHROOM CLEANER | 66B |
| BOWLAWAY BOWL & BATHROOM CLEANER | 66B |
| BRAVO EXTRA HEAVY DUTY FLOOR STRIPPER | 29A, 73B |
| BREAK-THRU RE-EMULSIFIER | 29A |
| BRILLIANCE STAINLESS STEEL WIPES | 65A |
| BRITEC BLUE MIST | 45 |
| BRITEC TUFF QUAT 301 | 21A |
| BROWN METAL POLISH 505 | 43 |
| BUG BARRIER II INSECT REPELLENT | 42 |
| BUSINESS TO BUSINESS SOLUTIONS MULTI-SURFACE CLEANER | 70 |
| C-58 UNIVERSAL CARPET SHAMPOO | 12 |
| CA-348 | 71B |
| CALCIUM CHLORIDE PELLETS 90 | 53B |
| CALCLEAN | 13 |
| CAR WASH | 9A |

| PRODUCT | CATEGORY |
|---|---|
| CAREFREE | 28 |
| CAREFREE MILD BOWL & PORCELAIN CLEANER/DISINFECTANT | 66B |
| CAREFREE SHOWTIME SUPERIOR GLOSS SPRAY CLEANER | 62 |
| CARPET & UPHOLSTERY SHAMPOO | 12 |
| CARPET DETERGENT | 12 |
| CARPET STEAM EXTRACTOR CLEANER | 12 |
| CELLO LIQUID HAND SOAP | 36 |
| CELLO SLEEK STAINLESS STEEL CLEANER | 65A |
| CHAMPION BASEBOARD CLEANER & FLOOR STRIPPER | 29A |
| CHAMPION LEMON FURNITURE POLISH | 31A |
| CHARGE BOWL CLEANER | 66B |
| CHEM FLOOR FINISH | 28 |
| CHEM WAX STRIPPER | 29A |
| CHEM-AQUA COIL CLEANER | 13 |
| CHERRY BLOSSOM DEODORIZER & CLEANER | 45 |
| CHEWING GUM REMOVER | 12 |
| CITRI-CLEAN CITRUS CLEANER/DEGREASER | 22A |
| CITRIKLEEN HD-RTU | 14 |
| CLEAN ON THE GO CONCENTRATED GLASS & HARD SURFACE CLEANER | 72B |
| CLEAN ON THE GO DAMP MOP | 29A |
| CLEAN ON THE GO ECO DEGREASER | 18A |
| CLEAN ON THE GO hdqC 2 | 21A |
| CLEAN ON THE GO NABC CONCENTRATE 1 | 21A |
| CLEAN ON THE GO SMOKE & ODOR ELIMINATOR | 45 |
| CLEAN ON THE GO XTRACTION II | 12 |
| CLEAN SCRUB | 22A |
| CLEAN SWEEP | 32 |
| CLEAR SPRAY BUFF | 62 |
| CLEARWAY 1 | 53A |
| CLINGING LIMEAWAY | 74 |
| CMC #100 DETERGENT & WAX STRIPPER | 22A |
| COCONUT OIL HAND SOAP | 37 |
| COMMANDER | 28 |
| COMPLETE | 28 |
| COMPOUND 1101 | 70 |
| CONCENTRATED FLOOR CLEANER | 29A |
| CONCENTRATED WINDOW CLEANER | 72B |
| CONQUEST W/PINE | 21A |
| CON-SAL | 71B |
| CONSUME ECO-LYZER | 21A |
| CONSUME MICRO-MUSCLE | 29A |
| CORMATIC ANTISEPTIC HAND SOAP | 36 |
| CORMATIC FOOD PROCESSING HAND WASH | 36 |
| CORMATIC FROST LEMON SOAP | 36 |
| CORMATIC MIGHTI SCRUBB HAND SOAP | 36 |
| CORMATIC PINK PEARL HAND SOAP | 36 |
| CORMATIC WINTER MINT | 45 |
| CORNERSTONE FLOOR SEALER FINISH | 28 |
| CQ-832 | 22A |
| CREW TUB & TILE CLEANER FOR SOLUTION CENTER | 66B |

| PRODUCT | CATEGORY |
|---|---|
| CRYOTECH NAAC DEICER | 53A |
| CUTTER ADVANCED INSECT REPELLENT | 42 |
| CUTTER BACKWOODS INSECT REPELLENT | 42 |
| CUTTER OUTDOORSMAN INSECT REPELLENT | 42 |
| CYCLE - DEGREASE | 22A |
| DAMP MOP | 22A |
| DART | 22A |
| DEEP GLOSS | 65A |
| DE-FENSE | 29B |
| DE-ICER 821 | 53B |
| DEPOTPAC 5 AIR FRESHNER-ODOR COUNTERACTANT | 21A |
| DERMA MAX ANTIMICROBIAL SKIN CLEANER | 36 |
| DERMA MAX INSTANT SKIN SANITIZER | 36 |
| DERMA PLUS | 57 |
| DERMA PRO LOTION SOAP | 36 |
| DERMA SHIELD | 57 |
| DISINFECTANT RESTROOM CLEANER | 66B |
| DO-ALL #18 | 18A, 22A |
| DRAIN BUG | 26B |
| DRI WHITE | 32 |
| DRI-ZORB | 32 |
| DRY FOAM RUG SHAMPOO | 12 |
| DUZ-ALL FORMULA 77 | 18A |
| EARL'S 25% SOLIDS FLOOR FINISH | 28 |
| EARL'S 20% SOLIDS FLOOR FINISH | 28 |
| EARL'S 4000A | 28 |
| EARL'S WAXING, DUSTING, CLEANING POLISH | 31A |
| EARTH SENSE #1 GLASS & MULTI-SURFACE CLEANER | 71C, 72B |
| EASY LAY FLOOR FINISH | 28 |
| EASY PAKS NEUTRAL CLEANER | 29A |
| EASY TASK RESTORER SPRAY BUFF | 62 |
| ECO-CLEAN | 70 |
| ECO-PHASE HEAVY DUTY CLEANER/DEGREASER CONCENTRATE | 72A |
| ECO-SAN | 74 |
| ECOTRU PROFESSIONAL | 21A |
| ELITE PROFESSIONAL BLEACH | 21B |
| EMULSIFY | 74 |
| ENCO ALUMINUM | 7 |
| ENCO FORMULA 'A' | 72A |
| ENCO FORMULA NO. 200 | 29A |
| ENCO P.C. CLEANER | 22A |
| ENCO SUPREME B RBR | 28 |
| ENCO TYPHOON CLEANER | 29A |
| ENSURE | 28 |
| ENVIRO-ZYME GT POWDER | 26B |
| ENZY SUPER | 26B |
| ENZYMATIC-DRAIN CLEANER | 26B |
| EPICARE LOTION SOAP | 37 |
| ERASE | 45 |
| EXADERM AEROSOL | 57C |

| PRODUCT | CATEGORY |
|---|---|
| EXCEL | 29B |
| F-100 | 71B |
| FAST TRACK ULTRA WEAR FLOOR FINISH | 28 |
| FASTEX B4 HAND BARRIER CREAM | 57 |
| FIBERFORCE PRO SPOTTER | 12 |
| FIBERFORCE STEAM AWAY | 12 |
| FILMEX | 9A |
| FILTER PLUS SPRAY | 13 |
| FIRST CLASS FURNITURE POLISH | 31A |
| FLASH ODORLESS / NO RINSE SPEED STRIPPER | 29A |
| FLOOR CLEANER 2000 PLUS | 29A |
| FLOOR CORPS pH NEUTRAL CLEANER | 22A |
| FLOOR DRY | 32 |
| FLOORTASTIC | 28 |
| FO 1165 | 70 |
| FO 302 CR | 4 |
| FO 3024-SV | 73A |
| FO 449 | 73B |
| FO 479 F | 73A |
| FO 933 TUNNEL WASH | 70 |
| FO 976 TA BUS WASH | 9A, 63, 73B |
| FO 980A | 9A, 63, 73B |
| FORMULA 72 GERMICIDAL ACID BOWL CLEANER | 66B |
| FORMULA 86 - 15% HAND SOAP | 36 |
| FORMULA 87 - LOTIONIZED SOAP | 36 |
| FORWARD DC | 21A |
| FRESH & CLEAR | 21A |
| FULL STRIP | 29A |
| G.C. STRIPPER | 29A |
| GC101 HEAVY DUTY GLASS CLEANER | 72B |
| GENTLE GIANT | 38B |
| GG-80 GRAFFITI REMOVER | 31B |
| GL CS 91284 LOTION HAND SOAP | 37 |
| GL CS SPRINGTIME NEUTRAL ALL PURPOSE CLEANER | 22A |
| GLANCE RTU | 72B |
| GLASS CLEANER | 72B |
| GLASS KARE | 72B |
| GLIDE | 8 |
| GLORY | 12 |
| GLOSS RETENTION FLOOR FINISH | 28 |
| G-O-E-S | 22A |
| GOJO LOTION CREAM SOAP | 33 |
| GOLD LABEL LIQUID | 45 |
| GOLD LABEL MIST | 45 |
| GRAFFITI PRO-TECTION PLUS | 31B |
| GRAFFITI REMOVER SAC | 31B |
| GREASE AWAY | 26A |
| GREEN LABEL LIQUID | 45 |
| GREEN SOLUTIONS FLOOR FINISH REMOVER | 29A |
| GREEN SOLUTIONS NEUTRAL DISINFECTANT CLEANER | 21A |

| PRODUCT | CATEGORY |
|---|---|
| GREEN SUBMARINE CLEANER | 22A |
| GRIGNARD TUNNEL TILE WASH WINTER GRADE | 70 |
| GRIMEFYTER | 22A |
| GRIME-GO | 22A |
| GRL | 22A |
| GS-A 6711 | 18A |
| GUARDIAN ACCLAIM | 74 |
| GUARDIAN MAGNUM | 74 |
| GUARDSMAN INSTITUTIONAL POLISH | 31A |
| H2 ORANGE 2 CONCENTRATE 117 | 22A |
| H2 ORANGE 2 PRODUCTS ALL DILUTIONS | 22A |
| H2 ORANGE 2 SUPER CONCENTRATE 112 | 22A |
| HAMMER | 18A |
| HAND CLEANER, ANTISEPTIC | 36 |
| HARCO 37% COCONUT | 36 |
| HARCO CAR WASH | 9B |
| HARCO IN DEPTH RUG SHAMPOO | 12 |
| HARLEY CREAM MEDIC | 33 |
| HEAVY DUTY DEGREASER, AEROSOL, 3095 | 18A |
| HEAVY DUTY PINK CAR WASH | 9B |
| HEAVY DUTY STRIPPER | 29A |
| HI-DRI FLOOR ABSORBENT | 32 |
| HI-GENIC | 66B |
| HOST & PREP | 61B |
| HOST & SPOT REMOVER FOR CARPET | 61B |
| HOST DRY CARPET CLEANER | 61B |
| HTP | 32 |
| HURRISAFE 8035 | 5 |
| HYDROFORCE BUTYL-FREE ALL PURPOSE CLEANER/DEGREASER | 70 |
| HYDROXI PRO CLEANING WIPES | 71C |
| HYSHINE-TIFFANY STAINLESS STEEL CLEANER | 65A |
| INDUSTRIAL CREAMEDIC | 37 |
| INSTANT DRY | 74 |
| INSTANT MILDEW REMOVER/BATHROOM CLEANER | 29A |
| IODEX | 74 |
| IODINE SANITIZER | 74 |
| ISOPROPYL ALCOHOL | 21A |
| IT'S "OK" GREEN | 72A |
| J-WAX 100 | 70 |
| J-WAX BELIEVE TRAFFIC FILM REMOVER | 9A, 63 |
| JAWS SC | 22B |
| JET DRY | 74 |
| JETGO BUST RUST (aerosol & bulk) | 31B, 54, 55 |
| JON Q. PUBLIK | 66B |
| JOY DISHWASHING DETERGENT | 74 |
| JUST RIGHT | 72A |
| K.P.C. PLASTIC SPEED CLEANER | 22A |
| K99 | 22A |
| KEY-CHEM 06562P | 70 |
| KEY-CHEM 539 | 70 |

| PRODUCT | CATEGORY |
|---|---|
| KICK | 31B |
| KLEANSAL | 72A |
| KLEEN SWEEP | 32A |
| KLEENMASTER BRILLIANIZE | 22A |
| KLEER BRITE WINDOW & GLASS CLEANER | 72B |
| KLEER 'N BRITE | 74 |
| KRESTO EF | 37 |
| KROIL | 55 |
| KROME-KOTE | 28 |
| LANCE | 72B |
| LAN-O-KLEEN PLUS | 38A |
| LEADISOLV | 20A |
| LEGENDARY | 28 |
| LEMON FREE RINSE CLEANER | 22A |
| LEMON SPEEDWAX | 31A |
| LESSWORK DETERGENT | 29A, 72A |
| LIGHTNING BLEND GLASS CLEANER F4510 | 72B |
| LIGHTNING DEGREASER | 18A |
| LIGHTNING STEAM-AWAY CLEANER | 24A |
| LIME-A-WAY ACIDIC CLEANER | 43 |
| LIQUICK UNIVERSAL | 19 |
| LIQUID HAND SOAP | 36 |
| LITHOFIN PSI-PREMIUM SILICON IMPREGNATOR | 28 |
| LONG LIFE SURFACE REJUVENATOR | 31A |
| LOOK GLASS CLEANER | 72C |
| LOW AND BEHOLD | 62 |
| LOW FOAM EXTRACTION CLEANER | 12, 29A |
| LS-2000 | 28 |
| LTS LOTION SOAP | 36 |
| LURON LOTION HAND CLEANSER | 36 |
| LUROSOOTHE HAND & BODY LOTION | 57B |
| LYSOL BRAND DISINFECTANT | 21A |
| M-1 | 38B |
| MAGIC SORB | 32 |
| MAGNUS WATERLESS HAND CLEANER | 39 |
| MAINTENANCE PRO DEFOAMER | 12 |
| MALONE FORMULA NO. 98 | 18A |
| MALONE NO. 76 | 21A |
| MALONE NO. 81 | 21A |
| MAR SEAL | 28 |
| MASTERPIECE HIGH GLOSS FLOOR FINISH | 28 |
| MC 800 SO-SAFE LIQUID GRAFFITI REMOVER | 31B |
| MC 850 SO-SAFE SPRAYABLE GEL GRAFFITI REMOVER | 31B |
| MEDALLION METAL POLISH | 43 |
| MEGAPOWER REDI-KLEEN #12 | 73B |
| METALO STAINLESS STEEL CLEANER | 65A |
| MICROCIDE ALPHA | 21A |
| MIGHTY SCRUB | 36 |
| MIKROKLENE | 74 |
| MINT BOWL CLEANER | 66B |

| PRODUCT | CATEGORY |
|---|---|
| MIRAGE FLOOR FINISH MAINTAINER & NEUTRAL CLEANER | 22A, 62 |
| MIST & BUFF | 62 |
| MISTY ALL PURPOSE CLEANER | 22A |
| MISTY INSECT REPELLENT II | 42 |
| MISTY MULTIPURPOSE CLEANER & POLISH UVX | 43 |
| MISTY SPRAY CLEANER & POLISH | 43 |
| MOD ORANGE | 18A |
| MODIFIED ONE-STEP SPRAY POWER | 29A |
| M-OIL-FREE #1000 | 13 |
| MOP & BUFF FLOOR RESTORER | 62 |
| MOPPACLITE pH NEUTRAL FLOOR CLEANER | 29A |
| MOTSENBOCKER'S LIFT OFF #3 | 31B |
| MOTSENBOCKER'S LIFT OFF #4 SPRAY PAINT GRAFFITI REMOVER | 31B |
| MR. CLEAN LIQUID FLOOR CLEANER | 22A |
| MR. CLEAN M.NET DISINFECTANT FLOOR CLEANER | 22A |
| MULTI PURPOSE CLEANER | 22A |
| MULTI-CLEAN ODOR OUT | 45 |
| NABC | 66B |
| NAD-75 | 29A |
| NAMICO J-100 | 71B |
| NATURAL BEAUTY HARD SURFACE CLEANER | 22A |
| NATURAL BLUE | 18A |
| NATURE'S SOLUTION BIO-ENZYMATIC DEODORIZER SPOTTER DIGESTER | 12 |
| NAVITONE | 31B |
| NEET | 74 |
| NEUTRA-CIDE 256 DISINFECTANT NEUTRAL CLEANER | 21A |
| NEUTRA-KLEEN DEODORIZING NEUTRAL CLEANER | 72A |
| NEUTRAL FLOOR CLEANER | 22A |
| NEUTRO JEL 110R | 22A |
| NEVER RINSE | 22A |
| NI-712 ORANGE & STRAWBERRY | 21A |
| NILIUM WATER SOLUBLE DEODORIZER | 45 |
| NON-ACID BOWL CLEANER | 66B |
| NOXON | 43 |
| NU-SHEEN | 44, 65A |
| NU-VIEW NEUTRAL CLEANER | 22A |
| OCLANSORB | 32 |
| OCTAMELT | 53A |
| OD-ABII | 19 |
| OFF DEEP WOODS INSECT REPELLENT | 42 |
| OFF GRAFFITI REMOVER | 31B |
| OIL DRI | 32 |
| OIL-AWAY | 18B |
| ON & OFF BASEBOARD CLEANER | 29A |
| ON AN'ON | 28 |
| ONOX HAND CREAM | 57B |
| OPTICALLY ENERGIZED NEUTRAL PH DETERGENT | 21A |
| OXI CLEAN | 70 |
| OZ CREAM POLISH | 43 |
| P&G PRO LINE FLOOR & CONCRETE SEALER | 29B, 30 |

| PRODUCT | CATEGORY |
|---|---|
| P&G PRO LINE FLOOR FINISH STRIPPER | 29A |
| P&G PRO LINE SUPER DURABLE FLOOR FINISH | 28 |
| PALMETTO | 36 |
| PAX-LANO-SAV | 38A |
| PAX-SOLV | 39 |
| PDQ | 22A |
| PEAT SORB OIL ABSORBENT | 32 |
| PENBLAST 316M | 73A |
| PENETONE 155 | 9A, 13, 63 |
| PENETONE HAND CLEANER | 37 |
| PERMA SHIELD | 28 |
| PERMA SHINE | 28 |
| PERMAG #40 | 71B |
| PHOENIX CRYSTAL GLASS CLEANER | 72B |
| PINE #3 | 21A |
| PINE GOLD | 22A |
| PINE ODOR DISINFECTANT | 21A |
| PINE SOL BROAD SPECTRUM FORMULA | 21A |
| PINK LOTION HAND SOAP | 37 |
| PINK LOTION SOAP | 36 |
| PINK LOTION SOAP/CAPCO COCONUT LIQUID HAND SOAP | 36 |
| PINK VELVET HAND SOAP | 36 |
| PLAZA | 28 |
| PLEDGE | 31A |
| PLEXI-I-GUARD AEROSOL | 72C |
| PLEXI-I-GUARD LIQUID | 72B |
| PLUS 5 | 12 |
| PORT TUNNEL CLEANER | 70 |
| POT LUCK | 74 |
| POUR & SWEEP | 18B |
| POWER GOLD HAND CLEANER W/CRUSHABLES | 36 |
| POWERTONE | 29A, 65A |
| PREVOX (aerosol & bulk) | 54 |
| PRIME TIME | 29A, 72A |
| PRO SHINE | 72B |
| PROFESSIONAL CARPET SHAMPOO | 12 |
| PROFESSIONAL SPOT PREP | 61B |
| PROFOUND | 12 |
| PROLONG | 53C |
| PROTECTIVE CREAM 411 | 57 |
| PS 3200, PART #3111 | 32 |
| PURITINE | 71B |
| QUAT #2 | 21A |
| QUICK FILL 310 | 21A |
| QUICK FILL 930 | 21A |
| QUICK QLEEN #2 A/C CLEANER | 13 |
| QUICK QLEEN #2 INTERIOR CAR CLEANER | 73B |
| QUICK TUNNEL CLEANER | 70 |
| RAM ALL PURPOSE CLEANER | 22A |
| RELKEM 99 | 22A |

| PRODUCT | CATEGORY |
|---|---|
| RENU | 62 |
| RE-NU CONCENTRATED CARPET SHAMPOO | 12 |
| REPEL SPORTSMEN INSECT BLOCK 29 | 42 |
| RESTORO POLISH 00 SMOKE | 43 |
| REVITALIZE 101 PRESPRAY/BONNET DETERGENT | 61B |
| REVITALIZE 201 EXTRACTION DETERGENT | 12 |
| REVITALIZE 31 BEVERAGE SPOTTER | 61B |
| REWARD | 74 |
| RICHFOAM LIQUID HAND SOAP | 36 |
| RID-O-GERM PINE OIL DISINFECTANT NO. 5 | 21A |
| RINSE DRY | 74 |
| RINSE IT SP-4 | 74 |
| RMS-16 | 9A |
| RMS-36 | 63 |
| ROUND-UP SUPER CONCENTRATE | 12 |
| ROYAL BUFF | 28 |
| ROYAL ENCOUNTERS | 62 |
| ROYAL FLUSH | 22A |
| ROYAL TREATMENT | 28 |
| RT6 | 22A |
| RUG & CARPET SHAMPOO | 12 |
| RUG & UPHOLSTERY SHAMPOO | 12 |
| RUG ED CARPET SHAMPOO | 12 |
| RUG SHAMPOO CONCENTRATE | 12 |
| RUGBEE CARPET & ROOM DEODORIZER | 45 |
| RUGBEE ENZYME SPOTTER | 61B |
| RUGBEE EXTRACTION PLUS CLEANER | 12 |
| RUGBEE FOAM SHAMPOO | 12 |
| RUGBEE SOLVENT SPOTTER | 61B |
| RUGBEE TANNIN TREATMENT & DEBROWNER | 12 |
| RUG-EEZE | 12 |
| RX 60 FOUL ODOR ELIMINATOR | 45 |
| SANIGIZER | 36 |
| SANIKLEEN | 21A |
| SANISCREEN WITH CLEANER BLOCK | 21A |
| SANO-CHLOR | 74 |
| SASSAFRAS ALL PURPOSE CLEANER | 22A |
| SBS-30 WATERLESS SKIN CLEANSER | 39 |
| SBS-46 PROTECTIVE CREAM | 57 |
| SBS-61 LOTION SOAP | 37 |
| SC-1000 | 70 |
| SCRUB | 29A |
| SEE KLEAR GLASS CONCENTRATE CLEANER | 72B |
| SEE-THRU WINDOW CLEANER | 72B |
| SEVENTY 7 | 22A |
| SHIMMER | 65A |
| SHINELINE MULTI SURFACE CLEANER | 70 |
| SILKY FURNITURE & EQUIPMENT POLISH | 31A |
| SILVER KLEEN SS | 74 |
| SILVER POWER | 74 |

| PRODUCT | CATEGORY |
|---|---|
| SIMPLE GREEN | 18A, 31B |
| SIMPLY ROYAL | 22A |
| SLIMLINE PINK PEARL LOTION HAND CLEANER | 37 |
| SNAPBACK | 62 |
| SOFT TOUCH HAND SOAP | 36 |
| SOIL RELEASE #58 | 61B |
| SOIL SCREEN ALL-PURPOSE NEUTRAL FLOOR CLEANER | 29A |
| SOIL SCREEN GERMICIDAL DISINFECTANT | 21A |
| SOILAX | 74 |
| SOILAX SPRAY CLEANER | 72C |
| SOLAR GUARD SUNSCREEN TOWEL | 57A |
| SOLID POWER | 74 |
| SOLID POWER PLUS | 74 |
| SOLID SPOT FREE | 74 |
| SOLIDAIRE GOLD LABEL | 45 |
| SOLIDAIRE RED LABEL | 45 |
| SOLITAIRE | 74 |
| SOLS-SPEEDI-DRI | 32 |
| SOLVENT CLEANER & DEGREASER | 18A |
| SON OF SUPER BRUTE PLUS | 70 |
| SPARKLE | 72B |
| SPECIAL CASTILE SOAP | 36 |
| SPEEDBALL HEAVY DUTY SPRAY CLEANER | 22A |
| SPIC & SPAN DISINFECTING SPRAY & GLASS CLEANER | 72B |
| SPIT SHINE ULTRA HIGH SPEED KLEEN & BURNISH | 28, 62 |
| SPRAY BUFF | 62 |
| SPRAY IT CLEAN | 22A |
| SPRAY N' BUFF CARPET CLEANER | 12 |
| SPRAY N' FRESH | 45 |
| SPRAY N' SHINE GLASS CLEANER | 72B |
| SPRINT | 28 |
| SPRUCE POWER X | 18A |
| SQUARE ONE | 29A |
| SSS COMMANDAIR MICRO AEROSOL REFILLS | 21A |
| SSS GLASS CLEANER | 72B |
| SSS HEAVY DUTY CLEANER | 22A |
| SSS NON-ACID BOWL CLEANER | 66B |
| STAIN-EX | 61B |
| STEAM PAC 7 1207 | 12 |
| STEAM SOFT | 24A |
| STEP OFF | 29A |
| STERIGENT | 72A |
| STONE MEDIC MARBLE POLISHING COMPOUND | 28 |
| STONE-GLO MARBLE/TERRAZZO CLEANING CONCENTRATE | 22A |
| STRENGTH | 63 |
| STRIDE READY-TO-USE | 22A |
| STRIPPIT | 29A |
| SUN SENSE SPF-15 TOWELETTE | 57A |
| SUNBATH DEODORIZING CLEANER | 22A |
| SUNDANCE FLOOR CLEANER | 29A |

| PRODUCT | CATEGORY |
|---|---|
| SUN-GLO ACRYLIC FLOOR SEALER | 29B |
| SUN-GLO BASE STRIP | 29A |
| SUN-GLO CITRUS ALL CLEANER | 22A |
| SUN-GLO C-THRU WINDOW CLEANER | 72B |
| SUN-GLO EVERLAST HI-SPEED FLOOR FINISH | 28 |
| SUN-GLO FLOOR RESTORER | 62 |
| SUN-GLO GUM OFF | 12 |
| SUN-GLO HEAVY DUTY DEGREASER | 22A |
| SUN-GLO HOT STRIPPER | 29A |
| SUN-GLO MINT BOWL CLEANER | 66B |
| SUN-GLO PROMISE FLOOR FINISH | 28 |
| SUN-GLO WELSITE TILE & FLOOR CLEANING CONCENTRATE | 72A |
| SUNNY-SIDE | 28 |
| SUPER CONCENTRATE PROTECTIVE SOIL REMOVER | 70 |
| SUPER GLOSS FLOOR FINISH #23 | 28 |
| SUPER GARD | 30 |
| SUPER POLYMER FLOOR FINISH | 28 |
| SUPER SAVER | 74 |
| SUPER STRIP II | 29A |
| SUPER WASH INDUSTRIAL GREASE BUSTER | 70 |
| SUPERIOR ODOR CONTROL | 45 |
| SUPER-SORB INSTANT LIQUID & VOMIT ABSORBENT | 19 |
| SURFACIDE 6 | 21A |
| SW 1000 | 18A |
| SWELL STAINLESS STEEL CLEANER | 65A |
| SWIFFER ADVANCED CLEANER | 22A |
| SWIFFER ADVANCED OR WOOD CLEANER | 22A |
| SWIFFER MOISTENED FLOOR WIPES | 22A |
| SWIFFER WOOD CLEANER | 22A |
| SYNCO | 22A |
| SYNTHRO 26 RUG SHAMPOO | 12 |
| T.M.T. - L | 22A |
| TASKI SANOFRESH | 21A |
| TETROX | 74 |
| THE CLEANER | 26B |
| THE NATURAL ALL PURPOSE MULTI-SURFACE CLEANER | 71C |
| THE NATURAL BASIN, TUB & TILE CLEANER | 72A |
| THE NATURAL SUPER ORANGE CLEAN | 22A |
| TILE & TERRAZZO RECYCLING CONCENTRATE 9650 | 29A |
| TOP CLEAN | 22A |
| TOP FLITE FLOOR & SURFACE DETERGENT | 22A |
| TOP GUARD READY TO USE | 29B |
| TOP NOTCH | 72A |
| TOTAL FLOOR FINISH | 28 |
| TOUGH CLEAN TC85 BIODEGRADABLE | 18A |
| TOUGH DUTY | 22A |
| TRACK-TEX AM | 73B |
| TRAFFIC | 28 |
| TRAFFIC 25 | 28 |
| TRAFFIC LANE SPOTTER | 61B |

| PRODUCT | CATEGORY |
|---|---|
| TRIBASE MULTIPURPOSE CLEANER | 71C |
| TRILINC | 28 |
| TRIPLE S STAINLESS STEEL CLEANER | 65A |
| TRI-TEX | 61B |
| TUFF CLEAN | 22A |
| TUFF STUFF FLOOR FINISH | 28 |
| TUFFY MINT DISINFECTANT | 21A |
| TUFFY MOP & BUFF | 62 |
| TUFFY PINE DISINFECTANT TYPE 303 | 21A |
| TUFFY PINE SCRUB | 29A |
| TUFFY SPRAY BUFF | 62 |
| TUNNEL WASH | 70 |
| TURTLE WAX EXPRESS SHINE SPRAY, T-136© | 8 |
| ULTIMATE ALL PURPOSE CLEANER | 22A |
| ULTRA CLOROX BLEACH | 21B |
| ULTRA CLEAN GRAFFITI BLASTER 17614, 17601, 17605, 17754 | 31B |
| ULTRA CLEAN GRAFFITI BLOCK 17801, 17805, 17854 | 31B |
| ULTRA GLOSS FLOOR FINISH | 28 |
| ULTRA ONE G-5 DEGREASER | 70 |
| UNBELIEVABLE | 12 |
| UNIKLEEN | 22A |
| UNITED 550 PURPLE POWER | 22A |
| VALUE | 22A |
| VANGARD DISINFECTANT SPRAY | 21A |
| VANI-SOL DISINFECTANT WASHROOM CLEANER | 66B |
| VICTORY | 28 |
| VITA FLOOR ARREST BUFFABLE FINISH | 28 |
| VITA FLOOR CLEANER | 29A |
| WELGICIDE | 21A |
| WHITE SUN FLOOR FINISH | 28 |
| WINDOW CLEANER CONCENTRATE | 72B |
| WORKFORCE ALL PURPOSE ABSORBENT | 31B |
| WYANDOTTE FLOOR STRIPPER | 29A |
| ZAP FLOOR FINISH MAINTAINER & NEUTRAL CLEANER | 28 |
| ZEP ALL PURPOSE CLEANER & DEGREASER | 22A |
| ZEP BLUE MAGIC | 70 |
| ZEP D-A | 19 |
| ZEP ORANGE GEL DEGREASER | 22A |
| ZEP-X-8886 | 70 |
| ZEP-X-9081 | 70 |
| ZORB ALL | 32 |

## APPENDIX

### Instructions for Accessing Online MSDS's

Access to the site is available two ways.

- Via a link from the eNet home page by clicking on the **Material Safety Data Sheet** button under **Popular Links** and then click on one of the following:
  - Instructions
  - Administrator Access
  - Find an MSDS or View Inventory List

- Via the Operations Services Department's web site by clicking on the **MSDS** link listed under **Updates and New Features**.

Searching for an MSDS:

1. Click on the **black (M)SDS Box** at the top of the page.
2. Click on the drop down arrow in the box entitled Choose a Criteria and select either Product name or a Manufacturer's name. Click on your selection.
3. Based on your previous selection type in the name of the product or manufacturer in the blank box to the right of the screen.
4. Click on the Search Button.
5. Select and click on the adobe PDF icon to the left of the product name.
6. An additional box will appear on the screen.
7. Under the Action Heading - click on the word View and the MSDS will appear.
8. After viewing and/or printing the MSDS close the screen and you will be returned back to the view screen. Click on the close button.
9. To search for another MSDS, clear the previous search entry and enter a new product name or manufacturer's name and start the process again.

*Please also note that a "show me how" blue button demonstrating how to obtain the MSDS is present on the web site Search page, which appears after you click on the black (MSDS) Box.*

If a computer is not available you may also call our MSDS vendor 3E at any time to have an MSDS faxed to you. They can be reached at **1-800-451-8346.**

We are available to provide on site training /assistance in accessing or using this system. If you have any questions or need any assistance, please contact Roger Gutzat at 201-216-2812, rgutzat@panynj.gov or George DeFreese at 201-216-2903, gdefrees@panynj.gov.

Attachment E

# CUSTOMER SERVICE

## Airport Standards Manual

**John F. Kennedy International Airport**
**LaGuardia Airport**
**Newark Liberty International Airport**
**Teterboro Airport**
**Downtown Manhattan Heliport**

**Prepared and Published by**
The Port Authority of New York & New Jersey - Aviation Department
Customer, Cargo, Concessions & Airport Services Division

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Fourth Edition, May 2005

## Mission

*To plan, develop, promote, operate and maintain a unified system of regional airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.*

## Vision

- *Focus on Customer Well Being - Provide an airport environment where customers are safe and secure, yet receive quality service.*
- *Be a Model for Service, Security, Efficiency, Safety and Effectiveness.*
- *Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.*

Fourth Edition, May 2005

## TABLE OF CONTENTS


Introduction & Performance Measurement Program.....4

1.0 Employee Attitude, Appearance, Awareness and Knowledge.....17

2.0 Curbside.....20

3.0 Airline Ticket Lobby Check-in Areas.....23

4.0 Walkways, Corridors, Elevators and Escalators.....26

5.0 Passenger & Baggage Screening Areas.....28

6.0 Restrooms.....30

7.0 Gate Areas.....34

8.0 Retail Services.....37

9.0 Food & Beverage Services.....41

10.0 Baggage Claim.....45

11.0 Ground Transportation.....48

12.0 Taxi Dispatch.....53

13.0 Parking Lots & Garages.....54

14.0 Construction.....58

15.0 Charter Operations.....61

16.0 Ramp & Airside.....64

17.0 Assistance to Stranded Passengers.....68

18.0 AirTrain.....70

19.0 Assistance to Passengers with Reduced Mobility (PRM).....77

20.0 Public Circulation & Queue Management.....82

21.0 Orderly Evacuation & Resumption of Services.....86

# Introduction

## Airport Standards Manual

The Airport Standards Manual (ASM) is produced by the Port Authority Aviation Department with all rights reserved. The ASM serves as the primary document outlining the customer service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Standards fall under three broad categories – Customer Service, Signing and Wayfinding, and Planning and Design for Terminals and Facilities. The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool.

## Purpose

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual – Customer Service Standards for the benefit of all airport customers.

It is expected that the Port Authority and all employers on the airports strive to meet or exceed these standards.

This Manual defines *Customer Service Standards* and the *Performance Measurement Program* and is made available to all partners. It will continue to evolve and grow to meet the demands of our customers, through changes in operating procedures, facilities and the introduction of technology by the aviation industry and government regulations.

## The Standards

These Customer Service Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

- Standards referring to "Adequate" or "Sufficient" lighting shall conform to the Illuminating Engineering Society of North America (IES-NA) ***Lighting Handbook, 8th Edition Section 11*** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the Port Authority Aviation Department ***Signing and Wayfinding Standards Manual*** as well as those areas addressed in this manual.

- All Terminal Planning shall be in conformance with the Port Authority Aviation Department ***Planning and Design for Terminals and Facilities Standards*** including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas and Concessions Locations and subject

to ***Tenant Alteration Application (TAA) Procedures and Standards Guide*** reviews and subsequent addenda.

- All Airport Partners must adhere to the Airport Rules and Regulations.

Customer Service Standards are being implemented at Port Authority airports facilities, and are reviewed regularly against best industry practices to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, facility quality assurance reviews, focus groups and data gathered for the Port Authority.

Due to modifications, either through addition or deletion, standards numbering may be different from the previous edition. Also, this edition of the manual includes a designation at the end of each of the standards indicating whether the standard is a high or routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered routine in nature.

### Immediate Action Items

Certain aspects of the Mystery Shopping and Facility Quality Assurance Review process are deemed to be ***"Immediate Action Items"***, requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Rudeness / indifference to customers**
- **Excessive disrepair**

If mystery shoppers/inspectors witness any of these conditions they will immediately notify the proper airport contacts. For EWR, call 973-961-6154, for JFK, call 718-244-8158 and for LGA, call 718-533-3700.

## Airport Performance Measurement Program (APMP)

### I. SERVICE COMMITMENT

The Airport Performance Measurement Program (APMP) provides the framework outlining the process that encourages actions and a commitment to customer service regardless of who provides the service. More specifically, the APMP is designed to:

1) Recognize "**Satisfactory**" performance by Partners who continue to improve customer satisfaction.

2) Provide a useful management tool to identify to Partners the areas that "**Need Improvements**".

3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM) - Customer Service Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas. It is suggested that all partners attend an annual briefing session with the Port Authority to review these standards.

Commitment to upholding the standards is essential for providing quality customer service. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner's performance is considered to be "**Satisfactory**" when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

There is, however, an important distinction between the level of customer satisfaction achieved by a Partner, and the Partner's level of commitment and compliance to the ASM. Customer satisfaction is useful in measuring the customers' perceptions about each Airport's services but does not directly evaluate a Partner's commitment, compliance, or performance. Similarly, Partner compliance is a useful measure to determine how committed a Partner is to implementing the ASM; yet this may not be reflected in the Partner's level of customer satisfaction. Where feasible, the two elements, customer satisfaction and Partner's commitment, must be measured and evaluated together to determine a Partner's true effectiveness and the effect the ASM – Customer Service Standards and the APMP have on customer service.

## II. OBJECTIVES

The overall objective of the APMP is to improve the quality of service offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partners employees, contributes to the quality of customer service.

Where the ASM - Customer Service Standards defines good customer service, the APMP defines performance measurement and provides a management tool to recognize Satisfactory performance and to monitor actions taken to address areas in **Need of Improvement** By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of their commitment necessary for quality airport customer service.

The APMP also outlines how "**Scorecards**" are developed and explains the method used in periodically determining each Partner's performance. The scorecard is the measure of a Partner's performance in a specific area. The scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping, and facility quality assurance reviews.

## III. METHODOLOGY

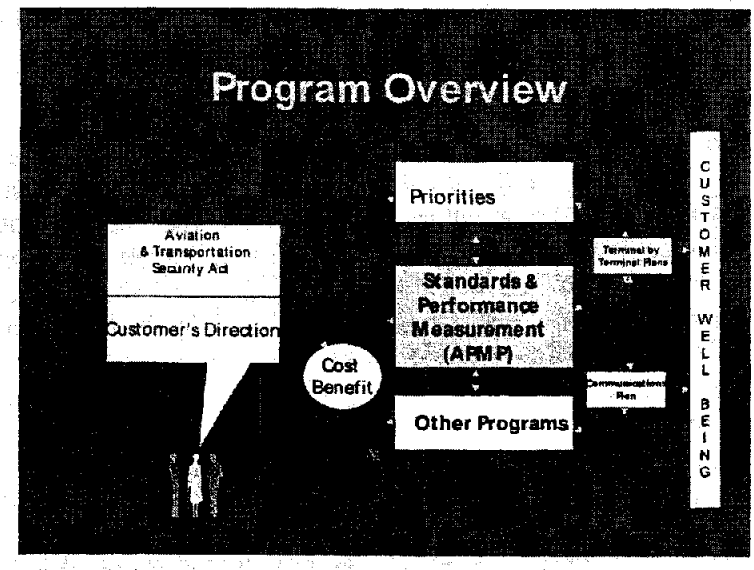
This section proposes a general framework for a quantitative strategy to:

(1) Measure Partners' performance.
(2) Provide an objective means for recognizing **Satisfactory** performance.

(3) Monitor actions required by Port Authority staff and Partners in areas in "**Need of Improvement**" that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer service and provides a recommended strategy for assessing Partners' performance.

To begin with, **Figure 1** briefly illustrates the various steps of the Customer Well Being process used to develop the ASM Customer Service Standards and to integrate them with the APMP. There are three major components to the development of the APMP:




Figure

1. **Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool. See page 1.

2. **Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer service through several actions including but not limited to Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.

3. **Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Service Standards, Signs Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

## A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners performance. Limiting the data to few sources allows Port Authority staff to focus their efforts on developing and refining the questions and data collection procedures, rather than attempting to use multiple sources that employ different collection techniques and scoring methodologies. Mystery shopping, facility quality assurance reviews, and additional data collection all monitor Partners performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer service:

1. **Customer Satisfaction Survey** – The Customer Satisfaction Survey report quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen passengers are asked to rate various service area attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers indicating scores of 8 and higher are considered to be "delighted or pleased." A score is obtained by dividing the total number of passengers polled by the number of passengers who are delighted or pleased with the service.
2. **Mystery Shopping** – The mystery shopping report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage is reported for each Partner. This is the predominant method of data collection as it provides some measure of Partner performance for all of the service standard categories.

## Mystery Shop Summary Report

**Figure 2 Mystery Shopping Summary**

**Property Number:** EWR-B-TO
**Property Name:** Newark Terminal B Operator - PA
**Date of Evaluation:** 3/23/2005
**Previous Evaluation:** 2/14/2005

| | Standards Missed | Max to Pass | Status | Rolling Average | Previous Score | Gap to Acceptability | High | Routine |
|---|---|---|---|---|---|---|---|---|
| **TERMINAL** | 27 | | | 24.00 | 21 | 13% | | |
| **CURBSIDE DEPARTURE** | 5 | | | 7.50 | 10 | 11% | | |
| **Overall Cleanliness/ Conditions** | 4 | | | 5.00 | | | | |
| **Curbside Departure** | 5 | | | | | | | |
| Standards of Cleanliness | 1 | | | | | | | |
| Standards of Condition | 3 | | | | | | | |
| Standards of Functionality | 0 | | | | | | | |
| Signs, Directions, and Information | 0 | | | | | | | |
| Standards of Employee Attitude, Appearance and Knowledge | 1 | | | 2.50 | | | | |

3. **Facility Quality Assurance Reports** – Facility quality assurance reports, **Figure 3**, provide summarized routine and high priority deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of "0" if the standard is met or "1" if it does not meet the standard. Routine deficiencies are quick fixes identified with mostly cleaning or management issues while high priority deficiencies are those addressing condition and functionality and are more likely to be capital intensive and long term fixes. The high and routine deficiencies identified through facility quality assurance reviews are then totaled and distributed to all partners for follow up actions.

**Facility Summary Report**

**Property Number:** EWR-B-TO
**Property Name:** Newark Terminal B Operator - PA
**Date of Evaluation:** 1/14/2005
**Previous Evaluation:**

**Figure 3 Inspection Summary**

| | Standards Missed | Max to Pass | Status | Rolling Average | Previous Score | Gap to Acceptability |
|---|---|---|---|---|---|---|
| TERMINAL | 243 | | | 243 | N/A | 15% |
| CURBSIDE DEPARTURE | 7 | | | 7 | N/A | 29% |
| Curbside Departure - Terminal B | 7 | | | | | |
| Standards of Cleanliness | 2 | | | | | |
| Standards of Condition | 5 | | | | | |
| Standards of Functionality | 0 | | | | | |
| Signs, Directions, and Information | 0 | | | | | |

4. **Additional Data Collection and Partners' Information** – This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. The areas subject to data collection include but are not limited to airlines check-in, gates and speed/accuracy of baggage delivery, TSA wait time at security checkpoints, CBP wait time, US VISIT Exit process, Air Train, taxi queue, and parking lot exit wait time and queues.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

### B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed monthly and will be supplemented with periodic staff facility quality assurance reviews and data collection. These two monitoring sources

will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual facility quality assurance reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, facility quality assurance reviews, or data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random facility quality assurance reviews for cleanliness, condition and functionality based on the ASM – Customer Service Standards. Contractor performance will be evaluated based upon criteria including, but not limited to, the degree and extent to which the contractor can effectively manage the services outlined in its' Port Authority Agreement, the quality of the employee-training program and the ability to retain employees in the service at the Airport. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff facility quality assurance reviews.

For Port Authority contractors, performance over the entire contract period will be taken into account and the final contract year will have several measurement periods. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor's scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

**Scorecards** contain an overview of the grading system and the performance targets for several areas. Performance targets have been set based on achievable scores from previous surveys, mystery shops or facility quality assurance reviews. Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established.

The overall performance measurement strategy is based on the calculation of a total weighted score derived from the data sources described above. Using the overall weighted score, the Port Authority could provide a performance bonus for Satisfactory performance or enact actions for under-performance or areas in **Need of Improvement**. The measurement of performance for some areas may be based upon one or more measurement source while others may use multiple measurement sources to establish a base score.

Based on the results of the weighted score, the Partner performance shall be rated Satisfactory when targets are met or exceeded across all applicable performance measures , and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target.

**Figure 4** illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as Satisfactory or **Needs Improvement**.

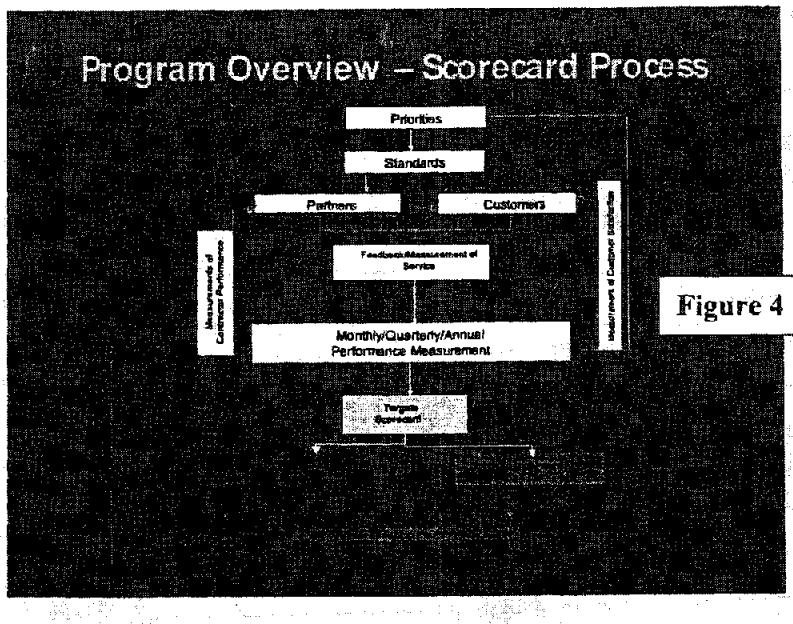



**Figure 4**

## IV. SCORECARDS

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of 3rd-party partners performance.

There are two categories of contractors – those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines . In many cases, the Port Authority has the ability to recognize Satisfactory performance and also to take appropriate action(s) when performance is rated in **Need of Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

- The following is a list of existing scorecards measuring courtesy of employees:
  - Concessions (retail, food & beverage).
  - Parking
  - Taxi Dispatch
  - On Airport Bus

- The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:
  - Concessions (retail, food & beverage)
  - AirTrain Stations
  - Parking
  - Gate Areas
  - Taxi Dispatch
  - AirTrain Vehicles
  - On-Airport Bus
  - Restrooms

## A. Scorecards Descriptions & Methodology

- A Sample Needs Improvement Scorecard [Figure 5]

| Performance Measurement Scorecard - Gate Area<br>Central Terminal Building - LGA | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Gates | Security Lanes | Gate Sq. Ft | Avg. Mvmt. Per Day | Avg. Mvmt per Gate per Day | Annual Outbound Pax | Avg. Sq. Ft. Gate Area | Sq Ft per Avg Daily Pax | IATA Level of Service |
| 38 | 12 | 48,000 | 404 | 11 | 5,468,274 | 1,263 | 3.2 | F |

| | Customer Satisfaction | | Mystery Shopping | | Facility Quality Assurance | |
|---|---|---|---|---|---|---|
| | | | Condition | | | Routine Items |
| Timeframe | Annual - June 2004 | | Rolling Average | | Semi-Annual January 2005 | |
| Actual Score | 57 | | 9 | | | 17 |
| Performance Target | 49-54 | | 8 | | | 25 |
| Specific Results | Needs Improvement | | Needs Improvement | | | Satisfactory |

| Overall Progress | Needs Improvement |
|---|---|

**To achieve an overall satisfactory performance, all targets must be met or exceeded.**

| Notes |
|---|
| * This is an interim scorecard. ONLY MYSTERY SHOPPING AND INSPECTION SCORES WILL BE A FACTOR IN THE DETERMINATION OF THE "OVERALL PROGRESS" SCORE. |
| * Customer Satisfaction Target is based on the average of the three airports highest departure passenger satisfaction scores but never lower than the prior target. |
| * Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target. |
| * Inspection Targets are based on the average number of deficiencies per square foot of gate area. One deficiency for every 1,000 square feet is acceptable. Next targets may be lower but never higher. |
| * Gate and terminal information obtained through inspection of the facilities. |
| * Passenger and aircraft movement data is based on information obtained from the Strategic Analysis & External Affairs unit of the Aviation Department. |

- **A sample Satisfactory scorecard [Figure 6]**

| Performance Measurement Scorecard - Gate Area<br>Terminal B - EWR | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Gates | Security Lanes | Gate Sq. Ft | Avg. Mvmt. Per Day | Avg. Mvmt per Gate per Day | Annual Outbound Pax | Avg. Sq. Ft. Gate Area | Sq Ft per Avg Daily Pax | IATA Level of Service |
| 25 | 8 | 81,000 | 164 | 7 | 3,033,763 | 3,240 | 9.7 | D |

| | Customer Satisfaction | Mystery Shopping | Facility Inspection | |
|---|---|---|---|---|
| | | Condition | High Priorities | Routine Items |
| Timeframe | Annual - June 2004 | Rolling Average | Semi-Annual January 2005 | |
| Actual Score | 55 | 4 | 9 | 36 |
| Performance Target | 49-54 | 5 | 12 | 48 |
| Specific Results | Satisfactory | Satisfactory | Satisfactory | Satisfactory |

| Overall Progress | Satisfactory |
|---|---|

*To achieve an overall satisfactory performance, all targets must be met or exceeded.*

| Notes |
|---|
| * Customer Satisfaction Target is based on the average of the three airports highest departure passenger satisfaction scores but never lower than the prior target. |
| * Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target. |
| * Inspection Targets are based on the average number of deficiencies per sample test of each area. One high deficiency per 1000 square feet of gate space and one routine deficiency for every 600 square feet is acceptable. Next targets may be lower but never higher. |
| * Gate and Terminal information obtained through inspection of the facilities. |
| * Passenger and aircraft movement data is based on information obtained from the Statistic Analysis & External Affairs Unit of the Aviation Department. |

The scorecards are created by the Aviation Department based on the information obtained through various measurement sources. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. Below is a description of how the targets are set for each of the measurement methods.

**Customer Satisfaction Survey:** The customer satisfaction survey results are produced annually, and therefore the scorecard will be updated with this information only once a year. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 54 percent. The gate areas in the Central Terminal Building at LGA were deemed unacceptable because their score was not within

the acceptable range, thereby receiving a classification of "**needs improvement**". **Figure 6** illustrates a scorecard in which all targets have been met or exceeded and therefore performance is rated as "**satisfactory**".

**Mystery Shopping:** Mystery Shopping is performed monthly, with each terminal being shopped once per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops. The lower number missed, the better the score. Each functional area's score for the twelve (12)-month period preceding the issuance of the scorecard will constitute their "rolling average". The lowest "rolling average" score in each functional area from each airport will be averaged to obtain the target scores. A five (5)-point margin will be applied to the target score. To be considered "satisfactory", the area must fall within this range. The mystery shopping scores will be updated on each semi-annual scorecard.

**Facility Quality Assurance Reports:** The facility quality assurance review will be performed semi-annually. The scoring for the facility quality assurance reviews is based on the number of standards missed, however the scores are divided based on their priority into high or routine items. Much like mystery shopping, the goal is to have the lowest score possible in both categories, high or routine. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement. Taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria calculate the facility quality assurance review score. This provides a pro-rated score that can then be applied to each terminal or location to assess their performance relative to the rest of the airports. For example, restrooms use the number of fixtures (defined as toilets and urinals) as the measurement criteria. The total number of deficiencies is summed and divided by the total number of fixtures across the airports providing a "per fixture" number of acceptable deficiencies. This score is then multiplied by the number of fixtures in a terminal to determine the target, or limit, number of deficiencies. This calculation is performed for both the high deficiencies and the routine deficiencies. The following are the measurement criteria for the areas of the scorecard:

- Restrooms - Number of Fixtures
- Gate Areas - Square Feet
- Concessions - Square Feet
- Taxi Dispatch - Number of Booths
- On-Airport Bus - Number of Buses
- Parking - Number of Public Parking Spaces
- AirTrain Stations - Square Feet
- AirTrain Vehicles - Number of Vehicles

## V. OTHER SCORECARDS UNDER DEVELOPMENT FOR THE 5TH EDITION OF THE ASM-CUSTOMER SERVICE STANDARDS

The Aviation Department will work with partners to develop an acceptable approach to measure and monitor performance for the following standards that are not currently being mystery shopped, or reviewed for quality assurance or surveyed. The following new scorecards will focus on courtesy of staff, cleanliness, condition and functionality and wait times as applicable:

| | |
|---|---|
| Standards 2.0 | Curbside |
| Standards 3.0 | Airline Ticket lobby Check-in Areas |
| Standards 4.0 | Walkways, Corridors, Elevators & Escalators |
| Standards 5.0 | Passenger and Baggage Screening Areas |
| Standards 10.0 | Baggage Claim & FIS Areas |
| Standards 16.0 | Ramp & Airside |
| Standards 19.0 | Assistance to Passengers with Reduced Mobility (PRM) |

## 1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind *"... people may not remember exactly what you did or what you said ... but they will always remember how you made them feel"*.

***Standards of Employee Attitude, Appearance, Awareness and Knowledge***

All employees will meet or exceed the following standards:

*1.1* ***Attitude, all employees shall:***

1.1.1 Greet all customers in a friendly and professional manner. Address customers proactively – be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact.

1.1.2 Display a positive attitude toward passengers and fellow employees at all times.

1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.

1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer's problem.

1.1.5 Be capable of communicating clearly when in contact with customers.

1.1.6 Refrain from using foul or inappropriate language at any time.

1.1.7 Use a proper and courteous vocabulary and tone of voice with customers.

1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.

1.1.9 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.

1.1.10 Focus on customers and not gather in a group to chat while on duty.

1.1.11 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

## 1.0 – Employee Attitude, Appearance, Awareness and Knowledge

1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.

1.1.13 Not nap or sleep while on duty or in a public area.

1.1.14 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

*1.2* ***Appearance, all employees shall:***

1.2.1 Be well groomed, clean and present a professional appearance.

1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.

1.2.3 Wear nametags and/or official identification that is visible to the public at all times.

1.2.4 Wear clean, neat and pressed uniforms while on duty.

1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

*1.3* ***Awareness, all employees shall:***

1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.

1.3.2 Inspect their vehicles regularly for suspicious items while operating on the AOA.

1.3.3 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.

1.3.4 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.

1.3.5 Ensure that all AOA doors and gates are closed properly after each use.

1.3.6 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport–issued identification card each time they enter the AOA or SIDA.

1.3.7 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.

1.3.8 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.

1.3.9 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.

***1.4 Knowledge, all employees shall:***

1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.

1.4.2 Convey accurate information using clear and understandable terms.

1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.

1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.

1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)

1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

## 2.0 – Curbside

***Curbside General Requirements***

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Smoking receptacles shall be readily available on the curbside. {R}

c) Skycap service shall be readily available. {R}

### *2.1 Standards of Cleanliness*

2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}

2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}

2.1.3 All glass shall be clean and free of streaks and smudges. {R}

2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}

2.1.6 Walls shall be clean and free of graffiti. {R}

2.1.7 Curbside check-in counters and self-service check-in kiosks shall appear clean and organized, uncluttered and without visible damage. {R}

2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}

2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

### *2.2 Standards of Condition*

2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}

2.2.2 Entrance and exit doors shall be maintained in good working order. {R}

2.2.3 All glass shall be in good condition with no visible damage. {R}

2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}

2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}

2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

2.2.10 Snow and ice shall be removed from walkways and roadways. {H}

2.2.11 Roadways shall be well maintained and free of potholes. {R}

### *2.3 Standards of Functionality*

2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}

2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}

2.3.3 Public address systems shall be clear and audible. {R}

2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}

2.3.5 All doors shall operate properly. {R}

## 2.0 - Curbside

### *2.4 Signs, Directions, and Information*

2.4.1 Directional signs shall be visible, legible and accurate. {R}

2.4.2 Signs shall clearly indicate the location of services. {R}

2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}

2.4.5 Appropriate directional signs shall be visible at every decision point. {R}

## 3.0 – Airline Check-in Areas

### *3.3 Standards of Functionality*

3.3.1 Flight Information Display System (FIDS) monitors shall be provided, and be in working order. {R}

3.3.2 Telephones shall be in working order. {R}

3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Terminal Ticket Counter – 45-foot candles.** {R}

3.3.4 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

### *3.4 Signs, Directions, and Information*

3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}

3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}

## 4.0 – Walkways/Corridors/Elevators/Escalators

### *4.1 Standards of Cleanliness*

4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}

4.1.2 Floors shall be dry, free of spills or water. {H}

4.1.3 Ceilings shall be clean and free of dust. {R}

4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}

4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}

4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}

4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

4.1.8 Heating and air conditioning units shall be clean and dust free. {R}

### *4.2 Standards of Condition*

4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

4.2.2 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

4.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {H}

4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}

4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}

4.2.6 Elevator button lights and switches shall be in good condition. {R}

4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}

4.2.8 Corridors and walkways shall be free of obstructions. {R}

4.2.9 Heating and air conditioning units shall be in working order. {R}

4.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

### *4.3 Standards of Functionality*

4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}

4.3.2 Elevator button lights and switches shall be operational. {R}

4.3.3 Public address system shall be in working order and audible from all areas. {H}

4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles.** {H}

4.3.5 In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

### *4.4 Signs, Directions, and Information*

4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}

4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}

4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}

4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 5.0 – Passenger and Baggage Screening Areas

### *5.1 Standards of Cleanliness*

5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}

5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}

5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}

5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}

5.1.5 Ceilings shall be clean and free of dust. {R}

### *5.2 Standards of Condition*

5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}

5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}

5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}

5.2.6 Ceilings shall be free from stains and broken tiles. {R}

5.2.7 Sign frames, holders and stands shall be in good condition. {R}

5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}

5.2.9 Employee's personal belongings shall not be visible to customers. {R}

## 5.0 – Passenger and Baggage Screening Areas

### *5.3 Standards of Functionality*

5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery and aids shall be maintained and in working order. {H}

5.3.2 Queue time at the passenger screening areas shall not exceed ten (10) minutes. {H}

5.3.3 Queue time at the baggage screening areas shall not exceed ten 10 minutes. {H}

5.3.4 Stanchions, ropes and "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

### *5.4 Signs, Directions, and Information*

5.4.1 Internal notices shall not be displayed in public areas. {R}

5.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.3 Clear, visible and accurate signing shall be placed at key decision points and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.4 Only approved regulatory signs shall be used. {R}

## 6.0 - Restrooms

***General Requirements***

a) Restrooms shall have sinks with soap dispensers. {R}

b) Female restrooms shall be equipped with sanitary dispensers and sanitary trash receptacles. {R}

c) All restrooms shall have sanitary seat covers available. {R}

d) All stall doors must have door locks or latches. {H}

e) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}

f) All restrooms shall be equipped with an appropriate number of trash receptacles. {R}

g) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

### *6.1 Standards of Cleanliness*

6.1.1 Floors shall be free of debris and stains and appear clean. {R}

6.1.2 Floors shall be dry, free of spills or water. {H}

6.1.3 Unpleasant odors shall not be detected. {R}

6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}

6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}

6.1.6 Entranceways and doors shall be clean and free of debris. {R}

6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}

6.1.8 Urinals shall be clean and free of debris. {R}

6.1.9 Tiles and walls shall be clean. {R}

6.1.10 Soap dispensers shall be clean and free of soap scum. {R}

## 6.0 - Restrooms

6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}

6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

6.1.13 Sanitary dispensers shall be clean. {R}

6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.1.15 Baby changing stations shall be clean. {R}

6.1.16 Walls and doors of toilet and toilet stalls shall be clean. {R}

6.1.17 Ceilings shall be clean and free of dust. {R}

6.1.18 Countertops shall be clean and free of debris and be dry. {R}

### *6.2 Standards of Condition*

6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}

6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}

6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}

6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}

6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}

6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}

6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}

6.2.8 Soap dispensers shall be in good condition. {R}

6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}

6.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}

6.2.12 Trash and sanitary receptacles shall be in good condition. {R}

6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}

6.2.14 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint. {R}

6.2.15 Ceilings shall be free of cracks and stains. {R}

6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}

6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

### *6.3 Standards of Functionality*

6.3.1 Public address system shall be clear and audible in the restroom areas. {H}

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}

6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Restrooms – 23 foot-candles.** {H}

6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}

6.3.5 Toilets and urinals shall be in working order. {H}

6.3.6 Door locks and latches shall be in working order. {H}

6.3.7 Sink drains and faucets shall be in working order. {R}

6.3.8 Baby changing stations shall be in working order. {H}

6.3.9 Sanitary dispensers shall be filled and in working order. {R}

6.3.10 Soap dispensers shall be in working order and have soap available. {R}

6.3.11 Unpleasant odors shall not be detected. {R}

### *6.4 Signs, Directions, and Information*

6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}

## 7.0 – Gate Areas

***General Requirements***

a) Telephones shall be available in the gate area. {R}

b) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

c) Public address system shall be available in every gate area. {R}

d) Flight Information Display Systems shall be available in or around the gate areas. {R}

### *7.1 Standards of Cleanliness*

7.1.1 Seating shall be clean and free of debris and stains. {R}

7.1.2 Windowsills shall be free of dust and debris. {R}

7.1.3 Windows shall be clean and free of streaks and smudges. {R}

7.1.4 Trash receptacles shall be clean and not overflowing. {R}

7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}

7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

7.1.7 Floors shall be dry, free of spills or water. {H}

7.1.8 Ceilings shall be clean and free of dust. {R}

7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}

7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}

7.1.11 Heating and air conditioning units shall be clean and dust free. {R}

7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 7.0 – Gate Areas

7.1.13 Counters/podiums and kiosks shall be clean and free of debris. {R}

7.1.14 Advertising and display areas shall be clean and free of debris. {R}

*7.2* ***Standards of Condition***

7.2.1 Seating shall be free of rips, tears and broken parts. {R}

7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}

7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}

7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}

7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

7.2.7 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

7.2.8 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}

7.2.10 Heating and air conditioning units shall be in good working condition. {R}

7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good working condition, with no visible damage or broken parts. {R}

7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

### *7.3 Standards of Functionality*

7.3.1 The Public Address System shall be clear and audible at all times. {H}

7.3.2 Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

7.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Gate Areas – 38 foot-candles**. {H}

7.3.4 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}

7.3.5 Telephones shall be in working order. {R}

7.3.6 Television monitors shall be clear, visible and in good working condition. {R}

7.3.7 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

### *7.4 Signs, Directions, and Information*

7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

## 8.0 – Retail Services

### *8.1 Standards of Cleanliness*

8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}

8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

8.1.3 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

8.1.4 Glass windows and display cases shall be clean. {R}

8.1.5 Light fixtures and assemblies shall be clean and free of dust. {R}

8.1.6 All walls and columns shall be clean. {R}

8.1.7 Ceilings shall be clean and free of dust. {R}

8.1.8 Sales and cashier areas shall appear neat, organized and clean. {R}

8.1.9 Heating and air conditioning units and vents shall be clean. {R}

### *8.2 Standards of Condition*

8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}

8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

8.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}

8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

8.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no visible broken parts. {R}

8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}

8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}

8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}

8.2.10 Stock shall be stored out of view of customers whenever possible. {R}

8.2.11 Ceilings shall not be stained or have any broken tiles. {R}

8.2.12 Employees' personal belongings shall not be visible to customers. {R}

8.2.13 Heating and air conditioning units shall be in good working order. {R}

8.2.14 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas. {R}

### *8.3 Standards of Functionality*

8.3.1 In the event of flight delays, essential services should remain open for passengers in the terminal after normal business hours. {H}

8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles**. {H}

8.3.3 Public Address System (PAS) and music system shall be in a clear and audible working condition with appropriately set volume level. {H}

8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}

8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

### *8.4 Signs, Directions, and Information*

8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}

8.4.2 Operators whose lease agreement require, shall prominently display "Street Pricing" signing. {R}

8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}

8.4.4 Hours of operations shall be displayed and fully observed. {R}

8.4.5 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}

8.4.6 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}

8.4.8 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

8.4.9 When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet. {R}

8.4.10 There shall be no unauthorized postings. {R}

8.4.11 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

### *8.5 Standards of Retail Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}

8.5.2 Employees shall always provide customers with a receipt and a "thank you". {R}

8.5.3 Employees shall always give correct change. {R}

8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}

8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

8.5.6 Any complaints shall be dealt with promptly and records maintained. {R}

8.5.7 Employees shall have appropriate knowledge of items being sold. {R}

8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

### *8.6 Standards of Product*

8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

8.6.2 Merchandise shall be attractively displayed. {R}

8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}

8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}

8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}

8.6.6 All prices shall be clearly displayed. {H}

8.6.7 Customer comment cards shall be readily available. {R}

8.6.8 No items shall remain on shelves past expiration dates. {R}

8.6.9 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}

8.6.10 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

## 9.0 – Food & Beverage

### *9.1 Standards of Cleanliness*

9.1.1 All areas in the establishment shall be clean and well maintained. {R}

9.1.2 Debris shall be removed from tables and counters within two minutes. {R}

9.1.3 Area shall be free of unpleasant odors. {R}

9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

9.1.5 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

9.1.6 Ceilings shall be clean and free of dust. {R}

9.1.7 Glass windows and display cases shall be clean. {R}

9.1.8 All food used for display purposes shall be changed regularly. {R}

9.1.9 Sales and cashier areas shall appear organized and clean. {R}

9.1.10 Tray slides shall be clean. {R}

9.1.11 Trays shall be washed, not just wiped. {R}

9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}

9.1.14 All visible cooking equipment shall be clean. {R}

9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

9.1.16 Heating and air conditioning units and vents shall be clean. {H}

### *9.2 Standards of Condition*

9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}

9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

9.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}

9.2.6 Ceilings shall be free of stains and broken tiles. {R}

9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}

9.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas. {R}

9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}

9.2.11 Employees' personal belongings shall not be visible to customers. {R}

9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}

### *9.3 Standards of Functionality*

9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}

9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candles**. {H}

9.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level. {H}

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

### *9.4 Signs, Directions, and Information*

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signing. {R}

9.4.3 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.4 Hours of operations shall be displayed and fully observed. {R}

9.4.5 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.6 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.10 There shall be no unauthorized postings. {R}

### *9.5 Standards of Food and Beverage Employees*

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and a 'thank you." {R}

9.5.3 Employees shall always give correct change. {R}

9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}

9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}

9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

9.5.7 Any complaints shall be dealt with promptly and records maintained. {R}

### *9.6 Standards of Product*

9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}

9.6.2 Menus shall be well designed, clean and display the correct prices. {R}

9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

9.6.4 No items shall remain on shelves past expiration dates/times. {H}

9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}

9.6.6 Hot food shall be delivered hot; cold food shall be delivered cold. {R}

9.6.7 Clean trays shall be available. {R}

9.6.8 Customer comment cards shall be readily available. {R}

9.6.9 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

## 10.0 – Baggage Claim

***General Requirements***

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Public Address System (PAS) shall be available. {H}

### *10. 1 Standards of Cleanliness*

10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}

10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}

10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}

10.1.5 Ceilings shall be clean and free of dust. {R}

10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}

10.1.7 Seating shall be clean and free of stains. {R}

10.1.8 Windowsills shall be free of dust and debris. {R}

10.1.9 Windows shall be clean and free of streaks and smudges. {R}

10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}

### *10.2 Standards of Condition*

10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

10.2.4 Heating and air conditioning units shall be in good working condition. {R}

10.2.5 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

10.2.6 Seating shall be free of rips, tears and broken parts. {R}

10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}

10.2.8 Windows shall be in good condition, free of scratches or marks. {R}

10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}

10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

10.2.11 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}

### *10.3 Standards of Functionality*

10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}

10.3.2 The Public Address System shall be clear and audible. {H}

10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}

10.3.4 Television monitors shall be in good working condition. {R}

10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles**. {H}

10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}

### *10.4 Signs, Directions, and Information*

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 10.0 – Baggage Claim

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event that baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 11.0 – Ground Transportation

### *11.1 Standards of Cleanliness*

***Ground Transportation Information Counters***

11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}

11.1.2 Computers and monitors shall be clean and free of dust. {R}

11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}

11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

***On-Airport Bus Services***

11.1.5 All vehicle lighting shall be clean and free of debris. {R}

11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.7 Vehicle interiors shall be clean and free of debris. {R}

11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}

11.1.10 Seating shall be clean and free of graffiti. {R}

***Permittee Services***

11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.12 Vehicle interiors shall be clean and free of debris. {R}

11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}

11.1.14 Seating shall be clean and free of graffiti. {R}

## 11.0 – Ground Transportation

***Bus Shelters***

11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}

11.1.16 All bus shelter interiors shall be clean and free of debris. {R}

11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}

11.1.19 Seating shall be clean and free of graffiti. {R}

11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}

11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

### *11.2 Standards of Condition*

***Ground Transportation Information Counters***

11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}

11.2.2 Computers and monitors shall be in good working condition. {R}

11.2.3 All telephones, including self-service phones shall be in good condition. {R}

11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}

11.2.5 Employee's personal belongings shall not be visible to customers. {R}

***Airport Bus and Permitee Services***

11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}

11.2.7 Vehicular body damage shall be repaired promptly. {R}

11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}

11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}

11.2.11 Employee's personal belongings shall not be visible to customers. {R}

11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

***Permittee Services***

11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}

11.2.14 Vehicle interiors shall be in good condition. {R}

11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}

11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

***Bus Shelters***

11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}

11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}

11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

## *11.3 Standards of Functionality*

***Ground Transportation Information Counters***

11.3.1 All customer service representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}

11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}

11.3.3 Computers and monitors shall function properly, {R}

11.3.4 All telephones, including self-service telephones, shall function properly. {R}

***On-Airport Bus Services***

11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.7 Doors and windows shall operate properly and easily. {H}

11.3.8 Waiting time during peak periods for shall not exceed fifteen (15) minutes. {R}

11.3.9 Public Address systems and announcements shall be clear audible, and up to date. {R}

11.3.10 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

***Permittee Services***

11.3.11 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.12 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.13 Only authorized permittees shall make pick-ups at designated areas. {R}

***11.4 Signs, Directions and Information***

***Ground Transportation Information Counters***

11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.2 Ground Transportation waiting area shall be clearly identified. {R}

11.4.3 All transportation information shall be accurate and up to date. {H}

11.4.4. All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

***On-Airport Bus Services***

11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}

11.4.6. Pick-up locations shall be clearly designated. {R}

11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}

11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

***Bus Shelters***

11.4.10. Bus headways shall be prominently displayed. {R}

11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

***11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)***

11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}

11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within one (1) hour of the request for such service at Ground Transportation Information Center. {R}

## 12.0 – Taxi Dispatch

### *12.1 Standards of Cleanliness*

12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}

12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}

12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

### *12.2 Standards of Condition*

12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}

12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}

12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}

12.2.4 Queue line railing, where installed, shall be free of defects. {R}

### *12.3 Functionality*

12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}

### *12.4 Signs, Directions, and Information*

12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}

## 13.0 – Parking Lots & Garages

### *13.1 Standards of Cleanliness*

13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}

13.1.2 Escalators and elevators shall be clean and free of debris. {R}

13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}

13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}

13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}

13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}

13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}

13.1.9 Drains shall be clear and free of debris. {R}

13.1.10 Unpleasant odors shall not be detected. {R}

13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

### *13.2 Standards of Condition*

13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}

13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}

13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}

13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}

13.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}

13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}

13.2.11 Striping shall be visible. {R}

13.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

### *13.3 Standards of Functionality*

13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations. {H}

13.3.3 All equipment shall be functioning and in good working order. {R}

13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}

13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}

13.3.6 Escalators and elevators shall be in working order. {R}

13.3.7 Elevator button lights and switches shall be operational. {R}

13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}

13.3.9 A "red light" shall be displayed indicating a closed lane. {R}

13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

### *13.4 Signs, Directions, and Information*

13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.5 Signing for "help" phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.6 A plaque with the cashier's name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}

13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

## 13.0 – Parking Lots & Garages

### *13.5 Standards of Parking Employees*

In addition to the following standards, all employees shall conform to the same Employee, Attitude, Appearance and Knowledge as outlined in Standard 1.0.

13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}

13.5.2 Employees shall "thank" every customer and offer a receipt. {R}

## 14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

### *14.1 Standards of Cleanliness*

14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}

14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

### *14.2 Standards of Condition*

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}

14.2.5 Floors shall be dry and free of spills or water. {R}

14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}

14.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

14.2.8 No unpleasant odors shall be emitted from the construction site. {R}

14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}

14.2.10 Construction workers shall obtain and prominently display official identification. {H}

### *14.3 Standards of Functionality*

14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}

14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}

14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}

14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

14.3.5 Any major capital projects having impact on customer services shall be posted on appropriate websites. {R}

### *14.4 Signs, Directions, and Information*

14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}

14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}

14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}

14.4.4 Renderings of the new facility shall be posted at appropriate locations. {R}

14.4.5 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 15.0 – Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and ***exclude scheduled carriers*** who have established policies, procedure and guidelines to handle stranded and delayed passengers.

### *15.1 Standards for Representation*

15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.

15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is air born. The representative shall sign-in and sign-out with the Terminal Operator.

15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)

15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:

A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;

B. Name(s) of all authorized representative(s) on duty;

C. 24-hour telephone contact;

D. 24-hour fax number;

E. E-mail address;

F. Mailing address;

G. The name of ground handling company;

H. Name and contact of handling company's authorized representative;

I. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

J. Provide website address for posting of information.

15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.

15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.

15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

### *15.2 Standards for Information*

15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.

15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.

15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

## 15.0 – Charter Operations

### *15.3 Standards for Services in case of flight delay or cancellation*

15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.

15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.

15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

## 16.0 – Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

### *16.1 Standards of Ramp Cleanliness*

16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}

16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}

16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}

16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}

16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}

16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}

16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}

16.1.9 All drains shall be clear and free of debris. {R}

16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}

16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

### *16.2 Standards of Equipment Cleanliness*

16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}

16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}

16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}

16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}

16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

### *16.3 Standards of Ramp Condition*

16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}

16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}

16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}

16.3.4 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}

16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}

16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}

16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

### *16.4 Standards of Equipment Condition*

16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}

16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}

16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

### *16.5 Standards of Equipment Functionality*

16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}

16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}

16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}

16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}

16.5.5 Ramp equipment parked and cargo including containers shall be staged in an orderly fashion. {R}

16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}

16.5.7 Aircraft loading bridges shall be in good working order. {R}

16.5.8 Interline baggage transfer equipment shall be in good working order. {R}

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

### *16.6 Signs, Directions, and Information*

16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

## 17. 0 – Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

**The Following Defines "Stranded Passengers"**

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and thirty (30) minutes on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

**The Following Defines "Areas of Responsibility"**

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public.

### *17.1 Assistance to passengers stranded on board an aircraft*

17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for sixty (60) minutes or longer. {H}

## 17. 0 – Assistance to Stranded Passengers

17.1.2 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly disabled, passengers with medical conditions, unaccompanied children, passengers with very young children and passengers speaking foreign languages. {H}

17.1.3 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

### *17.2 Assistance to passengers stranded inside the terminal*

17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}

17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}

17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}

17.2.4 Airlines are encouraged to provide passengers with any additional services as described by ATA Carriers in their respective "Customer Service Commitments" and by the DOT "Fly-Rights" publication. {R}

### *17.3 Arriving flight information provided to the general public*

17.3.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

## 18. 0 – AirTrain

### *18.1 Standards of Cleanliness*

***Stations: Interior***

18.1.1 Seating shall be clean and free of stains. {R}

18.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

18.1.3 All floor mats shall be clean and properly aligned. {R}

18.1.4 All planters shall be clean and free of dust and debris. {R}

18.1.5 Windowsills shall be free of dust and debris. {R}

18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}

18.1.7 Trash receptacles shall be clean and not overflowing. {R}

18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}

18.1.9 Floors shall be dry, free of spills or water. {H}

18.1.10 Ceilings shall be dust free and unsoiled. {R}

18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}

18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}

18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R]

18.1.16 Escalators shall be clean and free of debris and graffiti. {R}

18.1.17 All Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

## 18.0 – AirTrain

***Stations: Exterior***

18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}

18.1.19 Windows shall be free of streaks and smudges. {R}

18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

18.1.21 Awnings, where present, shall be clean at all times. {R}

18.1.22 Walls shall be clean and free of graffiti. {R}

18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}

***Trains:***

18.1.24 Exteriors shall be clean and have a freshly washed appearance. {R}

18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}

18.1.26 Seating shall be clean and free of stains. {R}

18.1.27 Walls shall be clean and free of graffiti and scratches. {R}

18.1.28 Ceilings shall be dust free and unsoiled. {R}

18.1.29 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}

18.1.30 Floors shall be dry, free of spills and water. {H}

18.1.31 Windows shall be free of streaks and smudges. {R}

18.1.32 Doors shall be clean. {R}

18.1.33 Light fixtures and assemblies shall be clean and free of dust. {R}

## 18.0 – AirTrain

### *18.2 Standards of Condition*

***Stations: Interior***

18.2.1 Seating shall be free of rips, tears and missing or broken parts. {R}

18.2.2 Carpet shall not be worn or frayed, and tile and floors shall be free of large gouges, cracks and missing pieces. {H}

18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}

18.2.4 Planters shall be in good condition, free of any visible damage. {R}

18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}

18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}

18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}

18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

18.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}

18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}

18.2.13 Heating and air conditioning units shall be in good working condition. {H}

18.2.14 Escalators and elevators shall be in working condition. In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

## 18.0 – AirTrain

18.2.15 Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be in good condition, with no visible damage. {R}

18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.2.17 Employees' personal belongings shall not be visible. {R}

18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

***Stations: Exterior***

18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}

18.2.20 Entrance and exit doors shall be in good working order. {R}

18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}

18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}

18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}

18.2.27 Snow and ice is removed from walkways, roadways and guide ways to prevent any safety hazard. {H}

18.2.28 Roadways are well maintained and free of potholes. {R}

18.2.29 Baggage carts shall be readily available. {R}

## 18.0 – AirTrain

***Trains***

18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}

18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}

18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}

18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}

18.2.34 Seating shall be free of tears, rips or graffiti. {R}

18.2.35 Doors shall be in good working order. {H}

### *18.3 Standards of Functionality*

***Stations: Interior***

18.3.1 Flight Information Display System and Passenger Information Display System, shall be clear, visible and accurate. {R}

18.3.2 Elevator button lights and switches shall be operational. {R}

18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}

18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

***Stations: Exterior***

18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.3.6 Public address systems shall be clear and audible. {R}

18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

## 18.0 – AirTrain

***Trains:***

18.3.8 Waiting times at EWR shall not exceed:

- Three (3) minutes, between the hours of 1100 and 2000
- Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
- Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK shall not exceed:

- Nine (9) minutes, between the hours of 0600 and 1430
- Nine (9) minutes, between 1430 and 0000
- Thirteen (13) minutes, between 0000 and 0600

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

### *18.4 Signs, Directions, and Information*

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Directional signing shall be visible and correct at every decision point. {R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System monitors shall be clear, visible and accurate. {R}

18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

18.4.7 Telephones and/or call boxes shall be easily identified. {R}

18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 19.0 – Assistance to Passengers with Reduced Mobility

**Definition of "Passengers with Reduced Mobility"**

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the American with Disabilities Act – An individual is "disabled" if he or she meets at least any one of the following tests:

    - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
    - He or she has a record of such an impairment
    - He or she is regarded as having such an impairment

2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers' requiring/requesting the aid of a mobility assistance representative.

**Relevant Standards and Regulations**

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

**Areas of Responsibility**

A. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.

B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

### *19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator*

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.3 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.4 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.5 Unaccompanied minors shall not be left unattended. {H}

19.2.6 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.7 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.8 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

## 19.0 – Assistance to Passengers with Reduced Mobility

### *19.3 On-Airport Assistance to Passengers with Reduced Mobility*

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

### *19.4 Provision of Wheelchairs to Passengers with Reduced Mobility*

19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}

19.4.2 Airlines shall each provide boarding wheelchairs and rams or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}

19.4.3 All wheelchairs may be subject to an inspection of:

A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;

B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;

C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;

D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;

E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;

F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,

G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.4.4 All wheelchairs shall be well maintained and in good condition. {R}

19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}

19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}

19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}

19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}

19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

## 19.0 – Assistance to Passengers with Reduced Mobility

### *19.5 Signs, Directions and Information*

19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

## 20.0 – Public Circulation and Queue Management

**The Following Defines "Circulation Areas"**

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

**The Following Defines "Queuing Area"**

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

***Areas of Responsibility***

A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.

B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.

C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.

D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.

E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.

F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

### *20.1 Standards for Managing Passenger Circulation*

20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}

20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}

20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}

20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}

20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}

20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}

20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}

20.1.9 Objects shall not interfere with the public's visual field so as to effect public orientation and understanding of designated flow paths. {R}

### *20.2 Standards for Managing Passenger Queuing Areas*

20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}

20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}

20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}

20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}

20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}

20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

### *20.3 Stanchion Appearance and Locations*

20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}

20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}

20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}

20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}

20.3.5 Stanchion belts or ropes should never be tied together. {R}

20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}

20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

## 21.0 – Orderly Evacuation and Resumption of Services

**Definition of "Emergency Situation"**

A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.

B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 ***Airline Assistance***

21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.

21.1.2 All airline employees shall be familiar with airport emergency procedures.

21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.

21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.

21.1.6 Airlines shall at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.

21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.

21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).

21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

### *21.2 Airport Tenant Responsibilities*

21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.

21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.

21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.

21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

## 21.0 – Orderly Evacuation and Resumption of Services

### *21.3 TSA Responsibilities*

21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.

21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.

21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)

21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

### *21.4 Terminal Operator Responsibility*

21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.

21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.

21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.

21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.

21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.

21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.

21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.

21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

### *21.5 Communication and Public Announcements*

21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

## 21.0 – Orderly Evacuation and Resumption of Services

### *21.6 Directions and Assembly Locations*

21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assembly in case of an emergency.

21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.

21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.

21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.

21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.

21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

### *21.7 Departure Service Resumption Process*

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened n an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

## 21.0 – Orderly Evacuation and Resumption of Services

### *21.8 Departure Service Resumption Process*

21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

### *21.9 Passengers Needing Assistance*

- Persons with Reduced Mobility are defined in Standard 19.0

21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.

21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

### *21.10 First Aid Assistance*

21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.

21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.

THE PORT AUTHORITY OF NY & NJ

*Lillian D. Valenti*
*Director, Procurement*

October 14, 2010

**OVERNIGHT MAIL**
**AND VIA FAX (201) 883-1212**
Ricardo Lopez, Vice President
Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 07601

**RE: GENERAL CLEANING AT JOHN F KENNEDY INTERNATIONAL AIRPORT; BID # 20035; CONTRACT #4600008371; PO #4500061828**

Dear Mr. Lopez:

Your bid, addenda 1, 2, 3, 4, 5, 6, and 7, letter dated August 23, 2010 and email received August 25, 2010 addressing the subject Contract has been accepted. This Contract shall commence on November 1, 2010 and expire on October 31, 2013 subject to earlier termination or extension as provided for in the Contract. The Total Estimated Contract Price for this period is $7,850,988.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, you shall submit an original Certificate of Insurance to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th floor, New York, New York 10003. This Certificate must also be annotated with the following CITS tracking number: 3543 N.

Your facility contact is Robert Ramos, who can be reached at (718) 244-3556. If you have any questions concerning the award of this contract, please contact Kathy Leslie Whelan at (212) 435-3929.

For invoicing and correspondence purposes, Purchase Order # 4500061828 has been assigned to this Contract.

Very truly yours,

Lillian Valenti
Director
Procurement Department

*One Madison Avenue, 7th Floor*
*New York, NY 10010*
*T: 212 435 8427*

THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 1/14/10**

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

☒ Due back on January 25, 2010, no later than 11:00 AM

☒ Originally due on January 20, 2010, no later than 11:00 AM

**The following changes are hereby made in the documents:**

**A. This bid is postponed until January 25, 2010. Bids are due no later than 11:00 AM.**

**B. Page 3 of Part II, Contract Specific Information for Bidders add the following:**

**"14. Aids to Bidders**
As an aid to Bidders in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority is hereby providing the following estimates:

Monthly Supplies

| | No. of Cases | Count per Case |
|---|---|---|
| Bags | | |
| Blue recycling bags 40*48 | 5 | 100 |
| Large clear recycling bags 40*48 | 50 | 150 |
| Medium clear recycling bags 30*37 | 50 | 500 |
| Wax Bags | 3 | 500 |
| | | |
| Paper Products | | |
| 10" roll hand towels | 55 | 6 |
| 8" roll hand towels | 40 | 6 |

PS11All

| | | |
|---|---|---|
| Small bathroom tissue 15800 | 40 | 96 |
| 9" bathroom tissue | 35 | 12 |
| C-fold 493-00 | 30 | 150 |
| Scott seat covers 07410-10 | 5 | 24 |
| Rest Assure seat covers | 3 | 20 |
| | | |
| Soap | | |
| Tidy Rich A7803 800 ml | 10 | 12 |
| Quantum Pink Hand Soap | 5 | 4 |
| Automatic Blue Soap | 10 | 4 |

The Port Authority makes no representations, guarantees or warranties that the estimated quantities of service provided herein are accurate or complete, or that they will constitute the quantities of services required to be furnished under the Contract. The Bidder should carefully examine and study the entire contents of this booklet and shall make its own determination as to the quantities of service and all other things required to be done by the Contractor. The inclusion of the foregoing information by the Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its bid hereunder, hereby expressly agrees that it has not relied upon the foregoing information and shall not hold the Authority liable or responsible therefor."

**B. Page 12 of Part III, Contract Specific Terms and Conditions, second to last paragraph, line two, insert the words "...three (3) working days..." between "...by the Manager within " and "following the receipt...".**

**C. Page 12 of Part III, Contract Specific Terms and Conditions, second to last paragraph, line four, insert the words "...twenty-four (24) hours..." between "...by the Manager, within" and "following the receipt...".**

**D. Pages 5 through 23 of Part IV, Signature Sheet, Name and Residence of Principals Sheet and Pricing Sheet(s), "Contractor's Pricing Sheets" Delete these pages in their entirety and replace with attached labeled pages 5 through 23 "Contractor's Pricing Sheet, Revised 1/13/10"**

**E. Page 13 of Part V, Specifications, paragraph J, line one, delete "Nextel" and replace with "Verizon".**

**F. Page 15 of Part V, Specifications, renumber paragraph "5" to "15".**

**G. Page 18 of Part V, Specifications, second paragraph, line one, change "S8" to "8".**

**H. Page 53 of Part V, Specifications, add the following:**

**"Building 215**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft. |
|---|---|---|---|---|---|---|
| B215-1 | | 12 | 1612 | FO-05 | Vinyl Tiled Floor | 19344 |
| B215-2 | | 2 | 1612 | FO-04 | Vinyl Tiled Floor | 3224 |
| B215-3 | | 12 | 1250 | FO-01 | Ceramic Tile | 15000 |
| B215-4 | | 4 | 300 | GO-01 | Glass | 1200 |
| B215-5 | | 4 | 1850 | FO-03 | Concrete | 7400 |

**Building 111**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft. |
|---|---|---|---|---|---|---|
| B111-1 | | 4 | 2901 | FO-02 | Carpeted Areas | 11604 |
| B111-2 | | 12 | 1759 | FO-01 | Ceramic/Cement | 21108 |
| B111-3 | | 12 | 3750 | FO-05 | Vinyl Tile | 45000 |
| B111-4 | | 2 | 3750 | FO-04 | Vinyl Tile | 7500 |

**Building 208**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft. |
|---|---|---|---|---|---|---|
| B208-1 | | 4 | 1901 | FO-02 | Carpeted Areas | 7604 |
| B208-2 | | 12 | 733 | FO-01 | Ceramic/Cement | 8796 |
| B208-3 | | 12 | 624 | FO-05 | Vinyl Tile | 7488 |
| B208-4 | | 2 | 624 | FO-04 | Vinyl Tile | 1248 |

**Building 60**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft. |
|---|---|---|---|---|---|---|
| B60-1 | | 12 | 10500 | FO-01 | Cermic Tile | 126000" |

**For Informational Purposes Only**

1) **Current payroll records of the employees currently assigned to this contract are attached.**

   **Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority. There is no guarantee that these wages will be the same at the commencement of the new contract.**

**If the Port Authority accepts your bid, you would be required to pay any employee hired by you at least the same hourly wage rates he/she was paid by the prior Contractor even if those rates are higher than the rates on the attached active employee list.**

2) **The Calculation of the Hourly Rate Form should be based on an employee working 2,080 hours a year.**

3) **Sign-in sheet from the facility inspection held on January 8, 2010 is attached.**

4) **The Minimum Hourly Wage that is mandated by the Port Authority is a minimum wage and may not reflect the wages in the union contract/rider associated with the union that claims jurisdiction at this site. It is the Bidder's responsibility to contact any union claiming jurisdiction to determine the appropriate wage for any employee working under this contract.**

**QUESTIONS & ANSWERS**

The following information is made available in response to questions submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Bid which will be construed without reference to such questions.

**Question # 1**

On pages 6, 12 and 18 of the Contractor's Pricing Sheet, you are asking for pricing for Building 415. Where is that location?

**Answer:**

Building 415 is the Howard Beach Train Station. Refer to page 70 of Part V, Specifications.

**Question # 2**

Is there currently a union that claims jurisdiction at this work site? Is there a rider to the contract?

**Answer:**

Currently Local 348 claims jurisdiction at this site. There may be a rider to the union contract. The Bidder shall contact the union directly for more information.

Local 348 Health and Welfare Fund
108-36 Queens Blvd
Forest Hills, NY 11375
718-793-5715 – Tel
718-575-9504 – Fax

**Question # 3**
How many cell phones are currently in use by Contract staff?
**Answer:**
Six (6) cell phones in total are currently in use by Contract staff. Distribution is as follows: 1-Mgr, 1-Snow supvr, 1-Duty supvr, 1- Project crew supvr, 2-Rover.

**Question # 4**
Please make available the "calculation of hourly wage" sheets and the "Extraordinary Cleaning Service" pricing sheet from the current contract's most recent year?
**Answer:**
Attached are the Calculation of Hourly Wages Sheets and Pricing Sheets for the current contract.

**Question #5**
Can you make available a recent payroll register reflecting wage, position, seniority? If pick up current employees and make effort to avoid diminution of wages and benefits it would be helpful to know who is there.
**Answer:**
See attached

**Question # 6**
What are the number of FTE and PTE currently performing?
**Answer?**
Thirty-five (35) FT cleaners, ten (10) PT cleaners, six (6) FT supervisors, one (1) FT manager and one (1) PT clerk.

**Question # 7**
If we set our wages against those offered in the bid doc, will those wage levels be honored in the event we get no timely information or CBA from the union?
**Answer:**
The Port Authority has mandated minimum hourly wages for years one through three on pages 4 and 5 of Part V, Specifications, however, it is the Bidder's responsibility to prepare/submit pricing which is in compliance with the requirements of the contract. Also, refer to Question/Answer # 2 above.

**Question # 8**
Please provide estimated uses of various supplies such as paper, plastic and solutions (special request brand names if available).
**Answer:**
Refer to Letter A above.

**Question # 9**
In "Staffing" on page 20 there is a periodic crew listed of 3 people during tour A, Mon-Fri; does this mean that periodic work is not to be done on Saturday, Sunday or Holidays.

**Answer:**
Yes

**Question # 10**
Are window cleaning frequencies to be done with the three (3) periodic cleaners? e.g. Howard Beach Station, Building 14, etc.
**Answer:**
Yes

**Question # 11**
In the Contractors Pricing Sheet Part IV pages 5 and 6, we do not see a price slot for the following buildings: Howard Beach, Auto Shop and 50A.
**Answer:**
Refer to Question/Answer # 1 above for Howard Beach
Auto Shop is included under Building 14
50A is not included in this contract.

**Question # 12**
In the Contractors Pricing Sheet Part IV page 7, you request pricing for Snow Removal (2,000 hours), Wash and Re-lamp (2,000 hours) and Cleaner/Utility Porter (2,000 hours) and on the following page 8, there is also the same request mentioned before but different estimated hours. Is this correct?
**Answer:**
Yes. Page 8 refers to extraordinary cleaning services.

**Question # 13**
On Part V – Specifications page 12 under bullet B, you request the provision of walk off mats, will this be for the following buildings: 14, 145, 269, 254, 156, 141 and 142? On a weekly basis?
**Answer:**
Yes and yes. The buildings listed above are correct and are cleaned on a weekly basis. The number of mats is as follows: twenty-five (25) 4'x 6', twenty (20) 6'x 6', three (3) 6'x 10' and two (2) 3'x 10' for a total of fifty (50).

**Question # 14**
Has the size of this contract increased significantly from the existing contract? It seems that the manpower requirements are much greater. Am I reading the following correctly from page 20 item 22, is the Authority expecting 36 - F/ T individual cleaners per 24 hour period Monday through Friday and 25 - F/T individual cleaners per 24 hour period, weekends and holidays?
**Answer:**
The scope of work for this bid has changed from the contract that is currently in place. The staffing requirements specified on page 20 of Part V are full time positions, however, the Bidder shall determine how to staff these positions. The Port Authority encourages Bidders to retain current employees for this contract and to provide a stable work force. Refer to page 3 of Part II, Contract Specific Information for Bidders.

**Question # 15**
Are holiday workers to be paid time and half?
**Answer:**
The Port Authority will only compensate the Contractor at the quoted prices submitted on the Contractor's Pricing Sheets. It is the Bidder's responsibility to contact any union claiming jurisdiction to determine the appropriate compensation for any employee working under this contract.

**Question # 16**
Will the Port Authority automatically adjust price on the contract upward over the successive years of the contract or is it preferred that we build the increase into the bid?
**Answer:**
The Bidder shall submit pricing for each year of the three (3) year base term on the Contractor's Pricing Sheets. In the event that the Port Authority exercises the option the extend the contract for an additional three (3) year period, pricing shall be escalated in accordance with page 4 of Part III, Contract Specific Terms and Conditions, Section 4, Price Adjustments.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

PROCUREMENT
2010 AUG 18 PM 2:11

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: _____

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 1/20/10**

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

☒ Due back on January 25, 2010, no later than 11:00 AM

☒ Originally due on January 20, 2010, no later than 11:00 AM

**The following changes are hereby made in the documents:**

A. **Page 3 of Part II, Contract Specific Information for Bidders, Section 14, Aids to Bidders, add the following:**

**"Urinal Screen 10 Cases**
**Air Fresheners 5 Cases"**

B. **Page 11 of Part III, Contract Specific Terms and Conditions, Section 8, Material, Supplies and Equipment, Paragraph A, add the following to the list of equipment:**
**"1 scissor lift"**

**QUESTIONS & ANSWERS**

The following information is made available in response to questions submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Bid which will be construed without reference to such questions.

**Question # 1**
How is window washing handled?

PS11All

**Answer:**
Currently a team of professional glass cleaners is performing this function.

**Question # 2**
Is it required for glass cleaners to have SIDA clearance (red-badged)?
**Answer:**
No

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: _____

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

2010 AUG 18 PM 12:11
PROCUREMENT

PS11All

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 1/21/10**

ADDENDUM #3

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

☒ Due back on February 2, 2010, no later than 11:00 AM

☒ Originally due on January 20, 2010, no later than 11:00 AM

2010 AUG 16 PM 12 11 PROCUREMENT

**The following changes are hereby made in the documents:**

A. **Tbis bid is postponed until February 2, 2010. Bids are due no later than 11:00 AM.**

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: _____

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PS11All

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 1/29/10**

ADDENDUM #4

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

☐ Due back on , no later than

☒ Originally due on January 20, 2010, no later than 11:00 AM

**The following changes are hereby made in the documents:**

**A. This bid is postponed until further notice.**

**QUESTIONS & ANSWERS**

The following information is made available in response to questions submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provisions of the Bid which will be construed without reference to such questions.

**Question # 1:**

In Addendum # 1, under "Aids to Bidders", what is the thickness/micron of the medium and large clear recycling bags?

**Answer:**

The Port Authority does not have this information. The bags must be of adequate thickness so as not to break or tear when fully loaded.

**Question # 2**

In Addendum # 1, under "Aids to Bidders", 8" roll towels, what is core diameter? How many feet per roll? Brown or white? How many rolls/case?

**Answer:**

The Port Authority has the following information only: The towels are 500' per roll, White.

**Question # 3**

In Addendum # 1, under "Aids to Bidders", small bathroom tissue 15800…Issue: this GP product has been replaced by their #19880…will this be accepted?

**Answer:**

Yes, as long as the replacement product is equal to or better than what was included in Addendum # 1.

**Question # 4**

In Addendum # 1, under "Aids to Bidders", 9" bathroom tissue…1 or 2-ply?

**Answer:**

Bathroom tissue shall be 2-ply

**Question # 5**

In Addendum # 1, under "Aids to Bidders", Quantum pink hand soap, how is this packed, gallons? What type of dispenser is this going into?

**Answer:**

The pink hand soap is in 4 gallons containers and is used in a hand pump dispenser.

**Question # 6**

In Addendum # 1, under "Aids to Bidders", Automatic blue soap, what type of dispenser is this going into? How is this product packed? Is it dispensed as a foam or a liquid?

**Answer:**

The blue soap is used in a hand pump dispenser, packed 2-bottles per case, and is liquid.

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: _____

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

2010 AUG 18 PM 12:11
PROCUREMENT

THE PORT AUTHORITY OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 04/05/10**

ADDENDUM #5

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport:

☒ Due back on April 28, 2010, no later than 11:00 AM

☒ Originally due on January 20, 2010, no later than 11:00 AM

**The following changes are hereby made in the documents:**

**A. This bid is due back on Wednesday April 28, 2010 no later than 11:00 AM.**

**B. Part II – Contract Specific Information for Bidders, Page 2, Section 3, Expected Date of Commencement of Contract, delete "On or about May 1, 2010" and replace with "On or about September 1, 2010".**

**C. Part II - Contract Specific Information for Bidders, Page 3, Section 13, Bidder's Additional Submittal Requirements, add the following item labeled d.:**

> **"d. The Bidder shall show the number of full-time and part-time employees it intends to implement and manage in providing these services, including supervisory staff. The Bidder shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the Bidder submit a staffing plan that maximizes the use of full-time employees."**

**D. Part IV, Signature Sbeet, Name and Residence of Principal Sheet and Pricing Sheet(s), pages 24 through 33, Calculation of Hourly Rate Forms, delete these sheets in their entirety and replace with the attached marked "Revised April 1, 2010".**

**E. Part V, Specifications, pages 29 and 30, Section 28, Bldg 145 Extension Periodic Cleaning, delete the following three sections:**

| Area | | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F5021A | | 6 | 49 | FO-04 | Vending Machine Area - Area 103 | 294 |
| F5022A | | 2 | 48 | FO-04 | Elevator Motor Room 116 | 96 |
| F5023A | | 2 | 24 | FO-04 | Telephone Room 124 | 48 |
| F5024A | | 2 | 111 | FO-04 | Electric Room 125 | 222 |
| F5025A | | 2 | 100 | FO-04 | Mechanical Room 126 | 200 |
| F5026A | F5033A | 6 | 108 | FO-04 | 1st Fl Corridor to Lavatories Area 130 | 648 |
| F5027A | F5034A | 6 | 276 | FO-04 | 2nd Fl Corridor to Lavatories | 1656 |
| F5028A | F5035A | 6 | 169 | FO-04 | 2nd Fl Women's Lounge 1 & 2 and Vestibule | 1014 |
| F5029A | F5036A | 6 | 284 | FO-04 | 2nd Fl Men's Locker Rooms 1 & 2 | 1704 |
| F5030A | | 6 | 30 | FO-04 | Elevator | 180 |
| F5031A | F5037A | 6 | 252 | FO-04 | Kitchen Area Room #206 | 1512 |
| F5032A | F5038A | 6 | 77 | FO-04 | Refueling Room #111 | 462 |
| | | | | | **Total** | |

| | | | | | | |
|---|---|---|---|---|---|---|
| F5033A | F5026A | 52 | 108 | FO-05 | 1st Fl Corridor to Lavatories Area 130 | 5616 |
| F5034A | F5027A | 52 | 276 | FO-05 | 2nd Fl Corridor to Lavatories | 14352 |
| F5035A | F5028A | 52 | 169 | FO-05 | 2nd Fl Women's Lounge 1 & 2 and Vestibule | 8788 |
| F5036A | F5029A | 52 | 284 | FO-05 | 2nd Fl Men's Locker Rooms 1 & 2 | 14768 |
| F5037A | F5031A | 52 | 252 | FO-05 | Kitchen Area Room #206 | 13104 |
| F5038A | F5032A | 52 | 77 | FO-05 | Refueling Room #111 | 4004 |
| | | | | | **Total** | **60632** |

| | | | | | |
|---|---|---|---|---|---|
| W5001A | 4 | 960 | WO-01 | Women's Lavatory Room 217 | 3840 |
| W5002A | 4 | 960 | WO-01 | Men's Lavatory Room 208 | 3840 |
| W5003A | 4 | 336 | WO-01 | Women's Lavatory Room 128 | 1344 |
| W5004A | 4 | 336 | WO-01 | Men's Lavatory Room 131 | 1344 |
| W5005A | 4 | 224 | WO-01 | Unisex Lavatory Room 118 | 896 |
| W5006A | 4 | 384 | WO-01 | VIP Lavatory & Lounge Area #105 | 1536 |
| | | | | **Total** | **12800** |

PS11All

F. **On Addendum # 1 dated 1/14/10, please disregard Question # 2. See below for revised question/response.**

**QUESTIONS & ANSWERS**

The following information is made available in response to questions submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY & NJ has deemed to require additional information and /or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply anything, nor should it be deemed to have any meaning, construction or implication, with respect to the terms and provisions of the Bid which will be construed without reference to such questions.

**Question # 1**

Is there currently a union that claims jurisdiction at this work site?

**Answer # 1:**

Currently Local 74 claims jurisdiction at this site. The Bidder shall contact the union directly for more information.

United Service Workers Union (USWU) Local 74
36-36 33rd Street, Suite 202
Long Island City, NY 11106
Telephone: 718-729-7400

PROCUREMENT
2010 AUG 18 PM 12:12

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: C+

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PS11All

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 04/23/10**

ADDENDUM #6

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

☒ Due back on April 28, 2010, no later than 11:00 AM

☒ Originally due on January 20, 2010, no later than 11:00 AM

**The following changes are hereby made in the documents:**

**A. This bid is postponed until further notice.**

2010 AUG 18 PM 12:12
PROCUREMENT

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: _____

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PS11All

**THE PORT AUTHORITY** OF NY & NJ

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY**
**PURCHASING SERVICES DIVISION**
**ONE MADISON AVENUE 7TH FL.**
**NEW YORK, NY 10010**

**Date 08/04/10**

ADDENDUM #7

To prospective bidders/proposers on bid/RFP # 20035 for General Cleaning at John F. Kennedy International Airport

☒ Due back on August 18, 2010, no later than 11:00 AM

☒ Originally due on January 20, 2010, no later than 11:00 AM

**The following changes are hereby made in the documents:**

A. **This hid is due Wednesday, August 18, 2010, no later than 11:00 AM.**

B. **Letter B of Addendum # 5 dated 04/05/10, delete "On or about September 1, 2010" and replace with "On or ahout November 1, 2010".**

C. **Page 5 of Part III, Section 4, Price Adjustment, delete the last paragraph in its entirety and replace with:**

**"In the event the amounts payable to the Contractor as set forth on the Cost Proposal Form or Pricing Sheet(s), as applicable shall be adjusted hereunder, then, simultaneously with such adjustment, the Average Hourly Direct Wages and the Average Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by The Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the amounts payable to the Contractor in the corresponding year in the Base Term or Option Period, as applicable, and thereafter such adjusted employee payments shall he in effect and payable as though set forth in this Contract. The Contractor shall pay and provide the same to employees hereunder and sball comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to Port Authority its plan to insure its compliance witb the employee**

PS11All

**payments requirement in effect during such coming Option Period. In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Average Supplemental Benefits required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion.**

**The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.**

**If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to the Port Authority excess amounts theretofore paid by the Port Authority for such period."**

**D. Page 4 of Part V, Section 3, Wages and Supplemental Benefits, paragraph A, 3), delete this paragraph in its entirety and replace with:**

**"3)"Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, retirement and non-occupational disability benefits life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included as Supplemental Benefits."**

**E. Page 5 of Part V, Section 3, Wages and Supplemental Benefits, paragraph D, delete this paragraph in its entirety and replace with:**

**"D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average**

**Hourly Direct Wage and Average Supplemental Benefits for employees holding the positions of Cleaner, Lavatory Attendant/Food Court Attendant, Supervisor and Resident Manager, shall each be adjusted hy multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted."**

**F. Page 6 of Part V, Section 3, Wages and Supplemental Benefits, paragraph H, delete this paragraph in its entirety and replace with:**

**"H. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and tbe month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental and Health Benefits provided for eacb employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Supplemental and Health Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I, attached hereto and made a part hereof."**

**G. Page 6 of Part V, Section 3, Wages and Supplemental Benefits, paragraph I, delete this paragraph in its entirety and replace witb:**

**"I. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set fortb above, and the Average Hourly Direct Wages, Average Supplemental Benefits and Average Health Benefits as set forth in tbe Calculation of Average Hourly Rate Form(including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's employees who have not been paid the proper wages or**

**provided proper benefits(or to the Port Authority for retention by the Port Authority until such time as the Contractor's employees are paid), or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required bereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract."**

H. **Pages 20-22 of Part V, Section 22. Staffing and Section 23. Saturday, Sunday, Holidays, delete these sections in their entirety and replace with attached labeled revised 8/4/10.**

I. **Page 57 of Part V, Section 43. Building 269, Paragraph # 1. <u>Policing</u>, First sentence, delete the words "...one male and...".**

This communication should be initialed by you and annexed to your bid/proposal upon submission.

In case any bidder/proposer fails to conform to these instructions, its bid/proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER

PS11All

PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING SERVICE CORP.

INITIALED: _____

DATE: 08/16/2010

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

PROCUREMENT
2010 AUG 18 PM 12:12

PS11All

**CONTRACTOR'S PRICING SHEETS**

**ROUTINE AND PERIODIC CLEANING-FIRST YEAR**
(Revised 1/13/10)

| Building No. | Lump Sum Price First Year |
|---|---|
| Building 14 | $ 1,217,995.52 |
| Building 161 | $ 18,915.04 |
| Building 269 | $ 240,808.53 |
| Buildings 254/255 | $ 87,123.29 |
| Building 215 | $ 18,915.04 |
| Building 156 | $ 120,404.27 |
| Building 145 | $ 180,506.07 |
| Building 60 | $ 18,915.04 |
| Building 141 | $ 40,532.22 |
| Building 15 | $ 40,532.22 |
| Building 208 | $ 18,915.04 |
| Building 142 | $ 27,021.48 |
| Building 30 | $ 15,025.45 |

**CONTRACTOR'S PRICING SHEETS**

**ROUTINE AND PERIODIC CLEANING-FIRST YEAR**
(Revised 1/13/10)

| Building No. | Lump Sum Price First Year |
|---|---|
| Building 36 | $ 15,025.45 |
| Building 34 | $ 15,025.45 |
| Building 29 | $ 15,025.45 |
| Terminal 4 Traveler's Aid | $ 18,915.04 |
| Buildings 111 | $ 40,532.22 |
| Building 415 | $ 180,506.07 |

TOTAL FOR ALL BUILDINGS-FIRST YEAR $ 2,330,638.89

## CONTRACTOR'S PRICING SHEET
## FIRST YEAR

| | Estimated Annual Hours | X | Unit Price Per Hour | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| **First Year** | | | | | |
| Snow Removal | 2,000 | X | $ 18.00 | = | $ 36,000.00 |
| Wash & Re-lamp Fixtures | 2,000 | X | $ 15.60 | = | $ 31,200.00 |
| Cleaner/Utility Porters | 2,000 | X | $ 15.60 | = | $ 31,200.00 |

| | Estimated Annual Sq. Ft. | X | Unit Price Per Sq. Ft. | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Glass Wash and Rinse Green Garage Interior & exterior | 35,000 | X | $ 0.09 | = | $ 3,150.00 |
| Glass Wash and Rinse Blue Garage Interior & exterior | 20,000 | X | $ 0.09 | = | $ 1,800.00 |
| Red Garage Glass Wash and Rinse Interior and Exterior | 37,000 Sq. Ft. | X | $ 0.09 | = | $ 3,330.00 |
| Yellow Garage Glass Wash and Rinse Interior and Exterior | 28,000 Sq. Ft. | X | $ 0.09 | = | $ 2,520.00 |

**SNOW REMOVAL, WASH & RELAMP FIXTURES, UTILITY PORTERS AND GLASS WASH AND RINSE FIRST YEAR ESTIMATED CONTRACT PRICE** $ 109,200.00

## CONTRACTOR'S PRICING SHEETS
### Extraordinary Cleaning Services
### First Year

| | Estimated Annual Square Foot/Hour/Each | X | UnitPrice Per Square Foot/Hour/ Each | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Thorough Cleaning of Offices | 54,000 Sq. Ft. | X | $0.004 | = | $ 216.00 |
| Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms | 25,000 Sq. Ft. | X | $0.004 | = | $ 100.00 |
| Thorough Cleaning of Hallways & Corridors | 50,000 Sq. Ft. | X | $0.002 | = | $ 100.00 |
| Strip and Refinish | 25,000 Sq. Ft. | X | $0.009 | = | $ 225.00 |
| Spray Buff | 50,000 Sq. Ft. | X | $0.001 | = | $ 50.00 |
| Machine Scrub | 25,000 Sq, Ft. | X | $0.002 | = | $ 50.00 |
| Shampoo + Extract | 25,000 Sq. Ft. | X | $0.001 | = | $ 25.00 |
| Police Offices | 50,000 Sq. Ft. | X | $0.004 | = | $ 200.00 |
| Police Lavatories Locker & Lunch Rms | 25,000 Sq. Ft. | X | $0.004 | = | $ 100.00 |
| Police Hallways & Corridors | 15,000 Sq. Ft. | X | $0.004 | = | $ 60.00 |
| Police Sidewalks | 25,000 Sq. Ft. | X | $0.001 | = | $ 25.00 |
| Snow Removal | 1,000 Hrs. | X | $18.00 | = | $ 18,000.00 |
| Utility Porters | 4,000 Hrs | X | $15.60 | = | $ 62,400.00 |
| Bonnett Shampoo | 150,000 Sq.Ft | X | $0.001 | = | $ 150.00 |
| Provide Supervisor | 500 Hrs | X | $23.00 | = | $ 11,500.00 |
| Glass Cleaning | 10,000 Sq. Ft. | X | $0.11 | = | $ 1,100.00 |
| Wash, Rinse, Relamp & Clean Light Fixtures | 200 Hrs | X | $15.60 | = | $ 3,120.00 |
| Wash, Rinse and Seal Ceramic Walls | 10,000 Sq. Ft. | X | $0.004 | = | $ 40.00 |
| Shampoo and Extract Wall Partitions | 5,000 Sq. Ft. | X | $0.004 | = | $ 20.00 |
| Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals | 5,000 Sq. Ft. | X | $0.004 | = | $ 20.00 |

**CONTRACTOR'S PRICING SHEETS**
**Extraordinary Cleaning Services**
**First Year**

**EXTRAORDINARY CLEANING SERVICES**
**FIRST YEAR ESTIMATED CONTRACT PRICE** $97,501.00

**CONTRACTOR'S PRICING SHEETS**
**First Year**

TOTAL FOR ALL BUILDINGS-FIRST YEAR $ 2,330,638.89

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE FIRST YEAR
ESTIMATED CONTRACT PRICE $ 109,200.00

EXTRAORDINARY CLEANING SERVICES
FIRST YEAR ESTIMATED
CONTRACT PRICE $ 97,501.00

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR
(SUM OF THE ABOVE) $ 2,537,339.89

**CONTRACTOR'S PRICING SHEETS**

**ROUTINE AND PERIODIC CLEANING-SECOND YEAR**
(Revised 1/13/10)

| Building No. | Lump Sum Price Second Year |
|---|---|
| Building 14 | $ 1,248,239.36 |
| Building 161 | $ 19,654.73 |
| Building 269 | $ 249,930.66 |
| Buildings 254/255 | $ 90,460.53 |
| Building 215 | $ 19,654.73 |
| Building 156 | $ 124,965.33 |
| Building 145 | $ 187,347.67 |
| Building 60 | $ 19,654.73 |
| Building 141 | $ 42,117.28 |
| Building 15 | $ 42,117.28 |
| Building 208 | $ 19,654.73 |
| Building 142 | $ 28,078.19 |
| Building 30 | $ 15,595.58 |

**CONTRACTOR'S PRICING SHEETS**

**ROUTINE AND PERIODIC CLEANING-SECOND YEAR**
(Revised 1/13/10)

| Building No. | Lump Sum Price Second Year |
|---|---|
| Building 36 | $ 15,595.58 |
| Building 34 | $ 15,595.58 |
| Building 29 | $ 15,595.58 |
| Terminal 4 Traveler's Aid | $ 19,654.73 |
| Buildings 111 | $ 42,117.28 |
| Building 415 | $ 187,317.67 |

TOTAL FOR ALL BUILDINGS-SECOND YEAR $2,403,377.22

## CONTRACTOR'S PRICING SHEET
## SECOND YEAR

| | Estimated Annual Hours | X | Unit Price Per Hour | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| **Second Year** | | | | | |
| Snow Removal | 2,000 | X | $ 18.00 | = | $ 36,000.00 |
| Wash & Re-lamp Fixtures | 2,000 | X | $ 16.04 | = | $ 32,080.00 |
| Cleaner/Utility Porters | 2,000 | X | $ 16.04 | = | $ 32,080.00 |

| | Estimated Annual Sq. Ft. | X | Unit Price Per Sq. Ft. | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Glass Wash and Rinse Green Garage Interior & exterior | 35,000 | X | $ 0.09 | = | $ 3,150.00 |
| Glass Wash and Rinse Blue Garage Interior & exterior | 20,000 | X | $ 0.09 | = | $ 1,800.00 |
| Red Garage Glass Wash and Rinse Interior and Exterior | 37,000 Sq. Ft. | X | $ 0.09 | = | $ 3,330.00 |
| Yellow Garage Glass Wash and Rinse Interior and Exterior | 28,000 Sq. Ft. | X | $ 0.09 | = | $ 2,520.00 |

**SNOW REMOVAL, WASH & RELAMP FIXTURES, UTILITY PORTERS AND GLASS WASH AND RINSE SECOND YEAR ESTIMATED CONTRACT PRICE** $ 110,960.00

## CONTRACTOR'S PRICING SHEETS
### Extraordinary Cleaning Services
### Second Year

| | Estimated Annual Square Foot/Hour/Each | X | UnitPrice Per Square Foot/Hour/ Each | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Thorough Cleaning of Offices | 54,000 Sq. Ft. | X | $0.004 | = | $216.00 |
| Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms | 25,000 Sq. Ft. | X | $0.004 | = | $100.00 |
| Thorough Cleaning of Hallways & Corridors | 50,000 Sq. Ft. | X | $0.002 | = | $100.00 |
| Strip and Refinish | 25,000 Sq. Ft. | X | $0.009 | = | $225.00 |
| Spray Buff | 50,000 Sq. Ft. | X | $0.001 | = | $ 50.00 |
| Machine Scrub | 25,000 Sq, Ft. | X | $0.002 | = | $ 50.00 |
| Shampoo + Extract | 25,000 Sq. Ft. | X | $0.001 | = | $ 25.00 |
| Police Offices | 50,000 Sq. Ft. | X | $0.004 | = | $200.00 |
| Police Lavatories Locker & Lunch Rms | 25,000 Sq. Ft. | X | $0.004 | = | $100.00 |
| Police Hallways & Corridors | 15,000 Sq. Ft. | X | $0.004 | = | $ 60.00 |
| Police Sidewalks | 25,000 Sq. Ft. | X | $0.001 | = | $ 25.00 |
| Snow Removal | 1,000 Hrs. | X | $18.00 | = | $18,000.00 |
| Utility Porters | 4,000 Hrs | X | $16.04 | = | $64,160.00 |
| Bonnett Shampoo | 150,000 Sq.Ft | X | $0.001 | = | $ 150.00 |
| Provide Supervisor | 500 Hrs | X | $23.69 | = | $11,845.00 |
| Glass Cleaning | 10,000 Sq. Ft. | X | $ 0.11 | = | $ 1,100.00 |
| Wash, Rinse, Relamp & Clean Light Fixtures | 200 Hrs | X | $16.04 | = | $ 3,208.00 |
| Wash, Rinse and Seal Ceramic Walls | 10,000 Sq. Ft. | X | $0.004 | = | $ 40.00 |
| Shampoo and Extract Wall Partitions | 5,000 Sq. Ft. | X | $0.004 | = | $ 20.00 |
| Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals | 5,000 Sq. Ft. | X | $0.004 | = | $ 20.00 |

**CONTRACTOR'S PRICING SHEETS**
**Extraordinary Cleaning Services**
**Second Year**

**EXTRAORDINARY CLEANING SERVICES**
**SECOND YEAR ESTIMATED CONTRACT PRICE** $99,694.00

**CONTRACTOR'S PRICING SHEETS**
**Second Year**

TOTAL FOR ALL BUILDINGS-SECOND YEAR $2,403,377.22

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE SECOND YEAR
ESTIMATED CONTRACT PRICE $110,960.00

EXTRAORDINARY CLEANING SERVICES
SECOND YEAR ESTIMATED
CONTRACT PRICE $99,694.00

ESTIMATED ANNUAL CONTRACT PRICE
SECOND YEAR

(SUM OF THE ABOVE) $2,614,031.22

**CONTRACTOR'S PRICING SHEETS**

**ROUTINE AND PERIODIC CLEANING-THIRD YEAR**
(Revised 1/13/10)

| Building No. | Lump Sum Price Third Year |
|---|---|
| Building 14 | $ 1,281,532.03 |
| Building 161 | $ 20,440.62 |
| Building 269 | $ 259,580.78 |
| Buildings 254/255 | $ 93,995.76 |
| Building 215 | $ 20,440.62 |
| Building 156 | $ 129,790.39 |
| Building 145 | $ 194,585.26 |
| Building 60 | $ 20,440.62 |
| Building 141 | $ 43,801.34 |
| Building 15 | $ 43,801.34 |
| Building 208 | $ 20,440.62 |
| Building 142 | $ 29,200.89 |
| Building 30 | $ 16,198.72 |

**CONTRACTOR'S PRICING SHEETS**

**ROUTINE AND PERIODIC CLEANING-THIRD YEAR**
(Revised 1/13/10)

| Building No. | Lump Sum Price Third Year |
|---|---|
| Building 36 | $ 16,198.72 |
| Building 34 | $ 16,198.72 |
| Building 29 | $ 16,198.72 |
| Terminal 4 Traveler's Aid | $ 20,440.62 |
| Buildings 111 | $ 43,801.34 |
| Building 415 | $ 194,585.26 |
| TOTAL FOR ALL BUILDINGS-THIRD YEAR | $ 2,481,672.37 |

## CONTRACTOR'S PRICING SHEET
## THIRD YEAR

| | Estimated Annual Hours | X | Unit Price Per Hour | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| **Third Year** | | | | | |
| Snow Removal | 2,000 | X | $ 19.00 | = | $ 38,000.00 |
| Wash & Re-lamp Fixtures | 2,000 | X | $ 16.52 | = | $ 33,040.00 |
| Cleaner/Utility Porters | 2,000 | X | $ 16.52 | = | $ 33,040.00 |

| | Estimated Annual Sq. Ft. | X | Unit Price Per Sq. Ft. | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Glass Wash and Rinse Green Garage Interior & exterior | 35,000 | X | $ 0.09 | = | $ 3,150.00 |
| Glass Wash and Rinse Blue Garage Interior & exterior | 20,000 | X | $ 0.09 | = | $ 1,800.00 |
| Red Garage Glass Wash and Rinse Interior and Exterior | 37,000 Sq. Ft. | X | $ 0.09 | = | $ 3,330.00 |
| Yellow Garage Glass Wash and Rinse Interior and Exterior | 28,000 Sq. Ft. | X | $ 0.09 | = | $ 2,520.00 |

**SNOW REMOVAL, WASH & RELAMP FIXTURES, UTILITY PORTERS AND GLASS WASH AND RINSE THIRD YEAR ESTIMATED CONTRACT PRICE** $ 114,880.00

## CONTRACTOR'S PRICING SHEETS
### Extraordinary Cleaning Services
### Third Year

| | Estimated Annual Square Foot/Hour/Each | X | UnitPrice Per Square Foot/Hour/ Each | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Thorough Cleaning of Offices | 54,000 Sq. Ft. | X | $0.004 | = | $216.00 |
| Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms | 25,000 Sq. Ft. | X | $0.004 | = | $100.00 |
| Thorough Cleaning of Hallways & Corridors | 50,000 Sq. Ft. | X | $0.002 | = | $100.00 |
| Strip and Refinish | 25,000 Sq. Ft. | X | $0.009 | = | $225.00 |
| Spray Buff | 50,000 Sq. Ft. | X | $0.001 | = | $50.00 |
| Machine Scrub | 25,000 Sq, Ft. | X | $0.002 | = | $50.00 |
| Shampoo + Extract | 25,000 Sq. Ft. | X | $0.001 | = | $25.00 |
| Police Offices | 50,000 Sq. Ft. | X | $0.004 | = | $200.00 |
| Police Lavatories Locker & Lunch Rms | 25,000 Sq. Ft. | X | $0.004 | = | $100.00 |
| Police Hallways & Corridors | 15,000 Sq. Ft. | X | $0.004 | = | $60.00 |
| Police Sidewalks | 25,000 Sq. Ft. | X | $0.001 | = | $25.00 |
| Snow Removal | 1000 Hrs. | X | $19.00 | = | $19,000.00 |
| Utility Porters | 4,000 Hrs | X | $16.52 | = | $66,080.00 |
| Bonnett Shampoo | 150,000 Sq.Ft | X | $0.001 | = | $150.00 |
| Provide Supervisor | 500 Hrs | X | $24.40 | = | $12,200.00 |
| Glass Cleaning | 10,000 Sq. Ft. | X | $0.11 | = | $1,100.00 |
| Wash, Rinse, Relamp & Clean Light Fixtures | 200 Hrs | X | $16.52 | = | $3,304.00 |
| Wash, Rinse and Seal Ceramic Walls | 10,000 Sq. Ft. | X | $0.004 | = | $40.00 |
| Shampoo and Extract Wall Partitions | 5,000 Sq. Ft. | X | $0.004 | = | $20.00 |
| Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals | 5,000 Sq. Ft. | X | $0.004 | = | $20.00 |

**CONTRACTOR'S PRICING SHEETS**
**Extraordinary Cleaning Services**
**Third Year**

**EXTRAORDINARY CLEANING SERVICES**
**THIRD YEAR ESTIMATED CONTRACT PRICE** $103,065.00

**CONTRACTOR'S PRICING SHEETS**
**Third Year**

TOTAL FOR ALL BUILDINGS-THIRD YEAR $ 2,481,672.37

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE THIRD YEAR
ESTIMATED CONTRACT PRICE $ 114,880.00

EXTRAORDINARY CLEANING SERVICES
THIRD YEAR ESTIMATED
CONTRACT PRICE $ 103,065.00

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR
(SUM OF THE ABOVE) $ 2,699,617.37

## CONTRACTOR'S PRICING SHEETS

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR $2,537,339.89

ESTIMATED ANNUAL CONTRACT PRICE
SECOND YEAR $2,614,031.22

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR $2,699,617.37

TOTAL ESTIMATED CONTRACT PRICE THREE YEARS $7,850,988.48
(SUM OF THE ABOVE)

PROCUREMENT
2010 AUG 18 PM 12:12

BIDDER NAME: Irish Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR ONE
CLEANER/UTILITY PORTER
MINIMUM WAGE: $11.64/HOUR

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 11.93
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 3.16

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.28 | 6 |
| VACATION ALLOWANCE | $ 0.46 | 10 |
| SICK TIME ALLOWANCE | $ 0.23 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 16.06 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 2.99 |
| N.Y.S.U.I./ N.J.S.U.I. | $ 0.44 |
| F.U.I. | $ 0.10 |
| WORKERS' COMPENSATION | $ 0.77 |
| GENERAL LIABILITY INSURANCE | $ 0.09 |
| DISABILITY INSURANCE | $ 0.77 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 0.35 |
| UNIFORMS | $ 0.17 |
| EQUIPMENT | $ 0.20 |
| MATERIALS | $ 0.44 |
| SUPPLIES | $ 1.72 |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 22.80



PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

BIDDER NAME: Gisti Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR TWO
CLEANER/UTILITY PORTER
MINIMUM WAGE: $11.99/HOUR

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.28
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 3.37

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ .28 | 6 |
| VACATION ALLOWANCE | $ .47 | 10 |
| SICK TIME ALLOWANCE | $ .23 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 16.63 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.01 |
| N.Y.S.U.I./ N.J.S.U.I. | $ 0.45 |
| F.U.I. | $ 0.10 |
| WORKERS' COMPENSATION | $ 0.79 |
| GENERAL LIABILITY INSURANCE | $ 0.09 |
| DISABILITY INSURANCE | $ 0.79 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 0.35 |
| UNIFORMS | $ 2.14 |
| EQUIPMENT | $ 0.20 |
| MATERIALS | $ 0.44 |
| SUPPLIES | $ 1.42 |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.10

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 23.54



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

BIDDER NAME: Gist Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR THREE
CLEANER/UTILITY PORTER
MINIMUM WAGE: $12.35/HOUR

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.63
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 3.62

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ 0.29 | 6 |
| VACATION ALLOWANCE | $ 0.48 | 10 |
| SICK TIME ALLOWANCE | $ 0.24 | 5 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 17.26 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.04 |
| N.Y.S.U.I./ N.J.S.U.I. | $ .46 |
| F.U.I. | $ .11 |
| WORKERS' COMPENSATION | $ .82 |
| GENERAL LIABILITY INSURANCE | $ .10 |
| DISABILITY INSURANCE | $ .82 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ 0.35 |
| UNIFORMS | $ 0.17 |
| EQUIPMENT | $ 0.20 |
| MATERIALS | $ 0.44 |
| SUPPLIES | $ 1.42 |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.20

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 24.39



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR ONE
SUPERVISOR
MINIMUM WAGE: $17.18/HOUR

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 17.18
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ .39 | 6 |
| VACATION ALLOWANCE | $ .66 | 10 |
| SICK TIME ALLOWANCE | $ .26 | 4 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 20.12 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.41 |
| N.Y.S.U.I./ N.J.S.U.I. | $ .63 |
| F.U.I. | $ .15 |
| WORKERS' COMPENSATION | $ 1.11 |
| GENERAL LIABILITY INSURANCE | $ .13 |
| DISABILITY INSURANCE | $ 1.11 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ |
| UNIFORMS | $ .17 |
| EQUIPMENT | $ |
| MATERIALS | $ |
| SUPPLIES | $ |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 25.83



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

BIDDER NAME Crist. Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR TWO
SUPERVISOR
MINIMUM WAGE: $17.69/HOUR

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 17.69
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ .41 | 6 |
| VACATION ALLOWANCE | $ .68 | 10 |
| SICK TIME ALLOWANCE | $ .27 | 4 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 20.68 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.46 |
| N.Y.S.U.I./ N.J.S.U.I. | $ 0.65 |
| F.U.I. | $ 0.15 |
| WORKERS' COMPENSATION | $ 1.14 |
| GENERAL LIABILITY INSURANCE | $ 0.14 |
| DISABILITY INSURANCE | $ 1.14 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ |
| UNIFORMS | $ .17 |
| EQUIPMENT | $ |
| MATERIALS | $ |
| SUPPLIES | $ |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.10

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 26.63



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

BIDDER NAME: Gist Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR THREE
SUPERVISOR
MINIMUM WAGE: $18.22/HR

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 18.22
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ .42 | 6 |
| VACATION ALLOWANCE | $ 0.70 | 10 |
| SICK TIME ALLOWANCE | $ .28 | 4 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 21.25 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.50 |
| N.Y.S.U.I./ N.J.S.U.I. | $ .66 |
| F.U.I. | $ .16 |
| WORKERS' COMPENSATION | $ 1.18 |
| GENERAL LIABILITY INSURANCE | $ .14 |
| DISABILITY INSURANCE | $ 1.18 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ |
| UNIFORMS | $ .17 |
| EQUIPMENT | $ |
| MATERIALS | $ |
| SUPPLIES | $ |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE$ | |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.80

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 27.44



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

BIDDER NAME: Crest Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR ONE
MANAGER
SALARY: $48,392

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 23.26
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ .54 | 6 |
| VACATION ALLOWANCE | $ .89 | 10 |
| SICK TIME ALLOWANCE | $ .36 | 4 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 26.68 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.92 |
| N.Y.S.U.I./ N.J.S.U.I. | $ .85 |
| F.U.I. | $ .20 |
| WORKERS' COMPENSATION | $ 1.50 |
| GENERAL LIABILITY INSURANCE | $ .18 |
| DISABILITY INSURANCE | $ 1.50 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ |
| UNIFORMS | $ 0.17 |
| EQUIPMENT | $ |
| MATERIALS | $ |
| SUPPLIES | $ |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 34.00



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

BIDDER NAME: Crieti Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR TWO
MANAGER
MINIMUM WAGE: $49,195

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 23.65
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ .54 | 6 |
| VACATION ALLOWANCE | $ .91 | 10 |
| SICK TIME ALLOWANCE | $ .36 | 4 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 27.09 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 1.95 |
| N.Y.S.U.I./ N.J.S.U.I. | $ .86 |
| F.U.I. | $ .20 |
| WORKERS' COMPENSATION | $ 1.53 |
| GENERAL LIABILITY INSURANCE | $ .18 |
| DISABILITY INSURANCE | $ 1.53 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ |
| UNIFORMS | $ .17 |
| EQUIPMENT | $ |
| MATERIALS | $ |
| SUPPLIES | $ |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.10

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 34.61



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

BIDDER NAME: Cristi Cleaning Service BID NUMBER 20035

CLEANING AT JFK
YEAR THREE
MANAGER
SALARY: $51,293

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 24.66
NUMBER OF EMPLOYEES

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.63

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $ .57 | 6 |
| VACATION ALLOWANCE | $ .95 | 10 |
| SICK TIME ALLOWANCE | $ .38 | 4 |
| PENSION | $ | |
| WELFARE | $ | |
| OTHER SUPPLEMENTAL BENEFITS | $ | |
| SPECIFY | | |

SUB TOTAL (ITEMS # 1, 2 & 3) $ 28.19 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $ 2.03 |
| N.Y.S.U.I./ N.J.S.U.I. | $ .90 |
| F.U.I. | $ .21 |
| WORKERS' COMPENSATION | $ 1.59 |
| GENERAL LIABILITY INSURANCE | $ .19 |
| DISABILITY INSURANCE | $ 1.59 |
| OTHER TAXES AND INSURANCE | $ |
| SPECIFY | |

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $ |
| UNIFORMS | $ .17 |
| EQUIPMENT | $ |
| MATERIALS | $ |
| SUPPLIES | $ |
| RELIEF | $ |
| ROLL CALL | $ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $ |
| SPECIFY | |

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD
AND PROFIT $ 1.20

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 36.07



**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

# Cristi Cleaning Service Corp.

77 Trinity Place
Hackensack, NJ 07601
Email: cristi1@optonline.net

Tel: 201-883-1717
Fax: 201-883-1212
Web: www.cristicleaningservice.com

August 16, 2010

The Port Authority of NY & NJ
Purchasing Services Division
One Madison Avenue, 7th Floor
New York, NY 10010

Re: Bid No. 20035
General cleaning and janitorial services at John F. Kennedy International Airport

Dear Sir/Madam:

Cristi Cleaning Service Corp. certifies that an employee who performs a similar role at a Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract.

If you have any questions or comments, please call me at the number above.

Sincerely,

Ricardo Lopez
Vice President

## ATTACHMENT B- M/WBE PARTICIPATION PLAN

PA 3749 B/ 08-07

**PROCUREMENT**

PAGE _____ OF _____

**THE PORT AUTHORITY OF NY & NJ** **M/WBE PARTICIPATION PLAN**

**Office of Business and Job Opportunity**

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749 C MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: 20035

Proposer/Bidder Name: CRISTI CLEANING SERVICE CORP.

Mailing Address: 77 TRINITY PLACE, HACKENSACK, NJ

Telephone Number: 201-883-1717

Contract Description: GENERAL CLEANING SERVICES AT JOHN F KENNEDY INTERNATIONAL AIRPORT

Contract Amount: _____

Contract Goals: MBE X WBE X

| Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person) | Indicate MBE or WBE | Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install." | Anticipated date work will start and finish | Approximate $ amount of M/WBE Subcontract | M/WBE % of Total Contract Amount |
|---|---|---|---|---|---|
| SELECTO FLASH SAFETY INC<br>14 VILLAGE PARK ROAD<br>CEDAR GROVE, NJ 07009<br>CONTACT NAME:LISA COLON<br>PHONE NUMBER:973-239-7788 | MBE | COMPLETE UNIFORM AND SAFETY SUPPLIES | | | 3% |
| JOHN A. EARL, INC.<br>216 UNION STREET<br>HACKENSACK, NJ 07601<br>CONTACT NAME:JOHN EARL<br>PHONE NUMBER:201-342-2453 | MBE | CLEANING EQUIPMENT AND SUPPLIES. | | | 3% |
| | | | TOTAL: | | |

Signature of Contractor: _____

Print Name: RICARDO LOPEZ

Title: VICE PRESIDENT Date 08/16/10

**FOR OBJO USE ONLY**

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected

Reviewed by: _____

OBJO Business Development Representative

Print Name: _____ Date _____

Distribution: Original – OBJO; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

## *THE PORT AUTHORITY OF NY & NJ*
## *CONTRACTOR CERTIFICATION*

WHEREAS, The Port Authority of New York and New Jersey (**"Port Authority"**) is a municipal corporate entity and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and, between the two States, and thereafter, consented to by the Congress of the United States, to develop transportation, terminals, and other facilities of commerce within the statutorily defined Port District, which has its Executive Offices at 225 Park Avenue South, New York, N.Y. 10003; and,

WHEREAS, at the present time, pursuant to the 1921 Compact and subsequent bi-state amendatory and supplementary legislation, the Port Authority owns and/or operates forty (40) such facilities; and,

WHEREAS, the Port Authority is committed to protecting the public interest against fraud, waste, and abuse in any of their projects or operations, and in any of their contracts and subcontracts (including sub-subcontracts and other contracts thereunder) entered into in order to effectuate such projects or operations (hereinafter referred to collectively as **"Port Authority contracts or subcontracts"**); and,

WHEREAS, Cristi Cleaning Service Corp. (**"Cristi"** or **"The Company"**) is a corporation organized and existing under the laws of the State of New York, having an office and principal place of business at 77 Trinity Place, Hackensack, N.J. 07601; and,

WHEREAS, certain information has come to the attention of the Port Authority to cause the Port Authority to review Cristi's background in order to determine whether the public interest is served by allowing Cristi to perform as a contractor or subcontractor for the Port Authority, in particular as a contractor for the General Cleaning and Janitorial Services, Port Authority Technical Center Contract, RFP #19248 ("Contract No. 19248") or the **"Contract"**); specifically that Cristi was investigated by the New York City Department of Investigation ("NYCDOI") and the New York City Comptroller's Officer ("NYC Comptroller") for failing to pay its employees the legally required prevailing wages on a New York City Department of Citywide Administrative Services ("NYC DCAS") Contract No.: 20040014861; and that Cristi entered into a Stipulation of Settlement with the NYC Comptroller on July 3, 2008, wherein Cristi agreed to a willful violation pursuant to subdivision 7 of Section 235 of the New York State Labor Law for failing to pay prevailing wages on the NYC HRA contract and agreed to pay NYC and Cristi's workers $100,671.42 as part of the settlement and that as of the day of this Certification, Cristi has paid this settlement in full; and,

WHEREAS, Cristi failed to report the above-referenced investigation and Stipulation of Settlement to the Port Authority in response to the "No Investigation Certification" in Contract No. 19248, to which Cristi responded that they acknowledged their failure to report the investigation and Stipulation, and that the company was not aware of the fact that they had to report this information in the respose to the "No Investigation Certification" portion of the contract.

WHEREAS, this Certification, is made for the express purpose of inducing the Port Authority to award new Port Authority contracts or approve the award of additional Port Authority subcontracts to Cristi including the Contract; and,

NOW THEREFORE, the following representations and covenants are hereby made by the undersigned on behalf of Cristi:

1. As to Cristi:

   a. Neither Cristi nor any of its Affiliated Businesses[1] nor Key People[2], past or present, have ever been a target or subject of any criminal investigation.

   b. Neither Cristi nor any of its Affiliated Businesses nor Key People, past or present, have ever been indicted or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument.

   c. Neither Cristi nor any of its Affiliated Businesses nor Key People, past or present, have ever been served with a subpoena (other than that referenced in the Whereas clause above) or other compulsory process issued by any law enforcement agency or Grand Jury.

   d. Neither Cristi nor any of its Affiliated Businesses nor Key People, past or present, have ever been notified of being the subject of court ordered electronic surveillance.

   e. Neither Cristi nor any of its Affiliated Businesses nor Key People, directly or indirectly, have offered, given or agreed to give, or received or agreed to receive, any money, or any other benefit, to or from any, officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Cristi's business or for the benefit of Cristi.

   f. Neither Cristi nor its Affiliated Businesses nor Key People, directly or indirectly, will offer, give or agree to give, or receive or agree to receive, any money, or any other benefit, to or from an officer or employee of the Port Authority, or any other governmental agency, or private business, or

[1] "Affiliated Businesses" shall mean: (a) a firm that owns a majority of The Company's voting stock; (b) a firm in which The Company owns a majority of the voting stock; (c) a firm which is a partner with The Company in a partnership or joint venture; (d) a firm which owns five percent (5%) or more of The Company; (e) a firm in which The Company has an ownership interest in the amount of five percent (5%) or more; (f) a business that directs or has the right to direct the daily operations of The Company; (g) a business, the daily operations of which The Company directs or has the right to direct; (h) an individual or firm that has the right to acquire ownership of any amount of stock pursuant to any stock option, arrangement, warrant right or otherwise, which if combined with such individual's or firm's current holding, would constitute five percent (5%) or more of the outstanding stock of The Company; and a company, subcontractor or consultant which is owned, in whole or in part, by any Key People of The Company, (see Footnote 2).

[2] "Key People" throughout this Certification include: (a) proprietors; (b) owners; (c) partners; (d) directors; (e) officers; (f) project managers; (g) project executives; (h) shareholders of five percent (5%) or more of The Company's issued stock, including owners of other securities (e.g., stock options, secured or unsecured bonds, warrants and rights, etc.) that can be converted to stock so that, if exercised, would constitute five percent (5%) of the firm's issued stock; (i) any group, individual and/or entity with the right to acquire ownership of an amount of The Company's stock, pursuant to any stock option, arrangement, warrant, right, or otherwise, which, if combined with the current holdings of such group, individual and/or entity, would constitute five percent (5%) or more of the outstanding stock; (j) each manager or individual participating in overall policy-making or financial decisions for the Company; and (k) each person in a position to control and/or direct the Company's overall operations.

labor union, for any unlawful purpose pertaining to the conduct of Cristi's business or for the benefit of Cristi.

2. Cristi shall report immediately to the Port Authority's Office of Inspector General ("OIG") any violation of this Certification.

3. Cristi agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Cristi's Key People become aware that Cristi, any of its Affiliated Businesses, and/or any of its Key People are:

a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument; or,

b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes; or,

c. party to a non-prosecution agreement, deferred prosecution agreement, or a consent decree, or are otherwise granted immunity from prosecution; or,

d. subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation, and whether or not Cristi, any of its Affiliated Businesses, and/or said Key People are notified, are in-fact, or otherwise believed to be, the subject or target of any such investigation.

4. Cristi further agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Cristi's Key People become aware that any of Cristi's and/or any of its Affiliated Businesses' employees or agents[3] who are working, or have ever worked, on any government contract or subcontract are:

a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,

b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,

c. subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature, and whether or not the employee or agent is

[3] For purposes of this Certification, an "agent" is defined as any entity or person acting on behalf of or for the benefit of Cristi, including, but not limited to, expediters.

notified, is in-fact, or otherwise believed to be, the subject or target of any such investigation.

5. Cristi further agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Cristi's Key People become aware that:

a. any of Cristi's and/or any of its Affiliated Businesses' Key People, or employees or agents offer or agree to give any money, gratuity, or any other benefit to a contractor or subcontractor, public official or servant, or labor official for a purpose that is corrupt, or suspected of being corrupt; or,

b. any of Cristi's and/or any of its Affiliated Businesses' Key People, or employees or agents are solicited by any contractor or subcontractor, public official or servant, or labor official to give any money, gratuity, or any other benefit for a purpose that is corrupt, or suspected of being corrupt; or,

c. any of Cristi's and/or any of its Affiliated Businesses' Key People, or employees or agents make, or attempt to make, any agreement, or participate in, or attempt to participate in, any scheme, to rig bids, restrain trade by collusion or unfair trade or labor practices, or otherwise prevent the lowest responsible bidder from obtaining a contract; or,

d. any person associated, or suspected of being associated, with organized crime has asserted, or attempted to assert, any influence over or established or maintained any relationship with Cristi and/or any of its Affiliated Businesses; or any entity or person with any role in the ownership or operation of Cristi and/or any of its Affiliated Businesses.

6. Cristi further agrees that it shall notify the Port Authority, through its OIG, within three (3) business days, the following occurrences which are brought to the attention of any of Cristi's Key People, involving a lack of honesty or business integrity or unethical business activity arising out of or in direct connection with Cristi's and/or any of its Affiliated Businesses' operations:

a. any suspected or actual criminal activity on the part of Cristi's and/or any of its Affiliated Businesses' employees, agents, subcontractors, suppliers or vendors;

b. any suspected or actual criminal or unethical business activity or practices, relating to any M/WBE or other similar business or job opportunity certification programs, on the part of Cristi's and/or any of its Affiliated Businesses' employees, agents, subcontractors, suppliers or vendors;

c. any suspected or actual criminal activity on the part of any Port Authority or other governmental agency employees, officers, or agents; and,

d. any suspected or actual criminal activity on the part of any labor officials.

However, Cristi shall be relieved of the disclosure obligations set forth in Paragraphs 3 thru and including Paragraph 6 in the event a government agency with prosecutorial authority or authority to investigate alleged criminal activity requests that the investigation or subpoena be maintained in confidence so long as it is understood that once the request for said confidence need no longer apply the disclosure obligations of Cristi be fully restored.

7. Cristi understands and acknowledges that this Certification, subject to its expiration in accordance with Paragraph 11 below, shall be incorporated into and be deemed a part of the Sub-Contract and all existing contracts and contracts hereafter awarded to Cristi by the Port Authority and shall be applicable to all existing subcontracts and subcontracts hereafter approved by the Port Authority, and that notwithstanding any conflicting provisions contained in any such contracts or subcontracts, this Certification takes precedence over such provisions. Cristi further understands and acknowledges that any false representation contained herein or a violation of any of the representations or covenants set forth herein may be deemed by the Port Authority to constitute a material breach of, and default under, all Cristi contracts with the Port Authority and all subcontracts approved by the Port Authority, and that the Port Authority may, at its election, immediately terminate any or all of such Contracts and rescind its approval of such subcontracts with the effect that Cristi shall not be permitted to continue as a contractor or subcontractor. In addition, in the event that the Port Authority determines that Cristi has failed to meet the terms of this Certification, the Port Authority, at its sole discretion, may require Cristi, at its own expense, to retain an Integrity Monitor, to be selected by the Port Authority, acting through the OIG, to monitor Cristi's activities, institute procedures and conduct internal inquires, in a manner prescribed by the Port Authority.

8. Cristi understands that the Port Authority has the right to consider Cristi's responsibility status in the future and, in conformity with all applicable Port Authority regulatory due process requirements to which Cristi would otherwise be entitled, and to find it, to be a non-responsible bidder, in the event the facts should warrant such action.

9. Cristi hereby authorizes and grants the Port Authority, including its OIG and their Integrity Monitor, the right to audit and/or investigate, as may be reasonable or appropriate, to ensure compliance by Cristi and its Key People with the terms and conditions of this Certification. Cristi further agrees that it will cooperate fully and completely with the Port Authority, including its OIG and their Integrity Monitor, during and in connection with any such audits and/or investigations. Whereby such cooperation shall include, but is not limited to, granting the Port Authority, including its OIG and their Integrity Monitor, the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, in the possession or control of Cristi, its subsidiary and/or affiliated companies, and/or any other company directly or indirectly controlled by Cristi, its shareholders, or Key People. Pursuant to this Paragraph 9, Cristi shall also use its best efforts to assist the Port Authority, including its OIG and their Integrity Monitor, in obtaining access to, interviews with, and information from, former, current, and future persons employed or retained by Cristi, including, but not limited to, Key People, employees, and agents.

10. Cristi understands and acknowledges that in the event of an audit and/or investigation, pursuant to Section 9 of this Certification, the costs of such audit and/or

investigation incurred by the Port Authority, including its OIG and their Integrity Monitor, will be borne by Cristi in the event that evidence of such violations is established. In such an event, Cristi will be responsible for any related civil or criminal penalties upon a final determination by a court or administrative body of competent jurisdiction.

11. The undersigned declares and certifies that the foregoing information, is true and complete to the best of his/her knowledge and that the representations and covenants made herein will be strictly adhered to for the duration of the Sub-Contract and any contracts or subcontracts that may hereafter be awarded Cristi by the Port Authority, provided, however, that the above-referenced covenants shall expire three (3) years after the date of execution of this Certification.

A false representation or violation of any of the above undertakings or covenants made in connection with this Certification may prevent Cristi and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements with the Port Authority. In addition, such false representation or violation may subject Cristi and the undersigned to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), New Jersey Code of Criminal Justice Title 2C:28-3 (Unsworn Falsification to Authorities), and/or Title 13 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

CRISTI CLEANING SERVICES CORP

Dated: MARCH 17, 2010 BY: _____
Principal

STATE OF NEW JERSEY )
) SS: 22-2279656
COUNTY OF BERGEN )

Ricardo Lopez, being duly sworn, deposes and says that he/she is a Principal of Cristi Cleaning Services Corp and that, to the best of his/her knowledge, the information provided herein is true and sufficiently complete so as not to be misleading; and that he/she has been properly authorized by Cristi Cleaning Services Corp to sign this Certification, on its behalf.

Subscribed and sworn to before me this 17TH day of MARCH 2010,

MILDRED E. AVILES NOTARY PUBLIC NEW JERSEY

Notary Public of New Jersey

SWORN TO AND SUBSCRIBED BEFORE ME THIS DATE

MAR 17 2010

MILDRED E. AVILES
Notary Public of New Jersey
My Commission Expires 1/24/2012

THE PORT AUTHORITY OF NY & NJ

**Anthony R. Coscia**
*Chairman*

**Christopher O. Ward**
*Executive Director*

# Certified

*by*

Office of Business & Job Opportunity

# Cristi Cleaning Services Corporation

## Certificate PA-2093

This certificate acknowledges that the above named firm is recertified as a **Small Business Enterprise (Janitorial Maintenance Services Program).** This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

Lash Green
Director
Certified: November 21, 2008

Rosemary Jenkins-Varela
Manager, Certification
Scheduled Re-evaluation: November 21, 2013

Form: 6/10/93 RAL

THE PORT AUTHORITY OF NY & NJ

**Anthony R. Coscia**
*Chairman*

**Christopher O. Ward**
*Executive Director*

# Certified

*By*

Office of Business & Job Opportunity

# Cristi Cleaning Service Corporation

## Certificate PA-2093

This certificate acknowledges that the above named firm is certified as a **Minority Business Enterprise**. This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

Lash Green
Director
Certified: November 21, 2008

Rosemary Jenkins-Varela
Manager, Certification
Scheduled Re-evaluation: November 21, 2013

Form: 6/10/93

THE PORT AUTHORITY OF NY & NJ

**Anthony R. Coscia**
*Chairman*

**Christopher O. Ward**
*Executive Director*

# Certified

*by*

Office of Business & Job Opportunity

## Christi Cleaning Services Corporation

## Certificate PA-2093

This certificate acknowledges that the above named firm is recertified as a **Woman-owned Business Enterprise.** This company has met the criteria for ownership and control as established by the Port Authority Policy for Revised Minority, Woman and Small Business Enterprise (M/W/SBE) Programs, dated June 10, 1993.

This certification will remain in effect for five years from the date of notice and may be extended only upon submission by you, and acceptance by the Port Authority of a recertification application attesting that the ownership and control of the business, on which this certificate is granted, has not changed. This office must be notified within 30 days of any material changes in the business which affect ownership and control. Failure to do so may result in the revocation of this certification and/or imposition of other sanctions.

Lash Green
Director
Certified: November 21, 2008

Rosemary Jenkins-Varela
Manager, Certification
Scheduled Re-evaluation: November 21, 2013

Form: 6/10/93 RAL

*August 23, 2010*

*Kathy Leslie Whelan*
*Service Acquisition Manager*
*Purchasing Division*
*The Port Authority of NY & NJ*
*One Madison Avenue*
*New York, NY 10010*

*RE: BID # 20035 GENERAL CLEANING SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT*

*Dear Ms. Whelan:*

*On behalf of Cristi Cleaning Service, I am pleased to respond to the questions concerning the above referenced bid:*

*If we at Cristi Cleaning Service can be of any further assistance, please contact us at 201-883-1717. We look forward to hearing from you and taking part in the next phase of this procurement.*

*Sincerely,*

*Ricardo Lopez*
*Vice President*

## *STAFFING*

| | | | |
|---|---|---|---|
| ***F/T Cleaners*** | ***32*** | ***P/T Cleaners*** | ***21*** |
| ***F/T Supervisors*** | ***4*** | ***P/T Supervisors*** | ***3*** |
| ***F/T Manager*** | ***1*** | ***P/T Clerk*** | ***1*** |

## *Stations*

***Monday to Friday***

*A Tour 11:00 PM X 7:30 AM*

| | | | |
|---|---|---|---|
| *Building 14* | *4 cleaners* | *2 matrons* | *6 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | *1 cleaner* | *1 matron* | *2 Total* |
| *Building 156* | *1 cleaner* | | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Roving for 141, 15, 111* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *Periodic Crew* | *3 cleaners* | | *3 Total* |
| | | ***Total Shift Cleaners*** | ***15*** |
| ***1 Cleaning Supervisor*** | | ***Total Office Staff*** | ***2*** |
| *1 Periodic Crew Supervisor* | | *Full Shift Total* | *17* |

*B Tour 7:00 AM X 3:30 PM*

| | | | |
|---|---|---|---|
| *Building 14* | *1 cleaner* | *1 matron* | *2 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | | *1 matron* | *1 Total* |
| *Building 156* | *1 cleaner (11:30AM X 8PM)* | | *1 Total* |
| *Building 254/255* | *1 cleaner* | | *1 Total* |
| *Garages (29, 30, 34, 36)* | *1 cleaner* | | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Auto Shop/Stockroom* | *1 cleaner (11:30AM X 8PM)* | | *1 Total* |
| *Buildings 161, 208, 15, 111* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *Buildings 141, 142, 215* | *1 cleaner* | *(ROVER)* | *1 Total* |
| | | ***Total Shift Cleaners*** | ***11*** |
| ***1 Manager*** | | ***Total Office Staff*** | ***3*** |
| *1 Cleaning Supervisor* | *Full Shift Total* | | *14* |
| ***1 Clerical*** | | | |

*C Tour 3:00 PM X 11:30 PM*

| | | | |
|---|---|---|---|
| *Building 14* | | *1 matron* | *1 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | | *1 matron* | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Buildings 141, 142, 15* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *Buildings 60, 111, 254* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *50A-Travelers Aid Offices* | | | |

## *STAFFING*

| | | | |
|---|---|---|---|
| ***F/T Cleaners*** | ***32*** | ***P/T Cleaners*** | ***21*** |
| ***F/T Supervisors*** | ***4*** | ***P/T Supervisors*** | ***3*** |
| ***F/T Manager*** | ***1*** | ***P/T Clerk*** | ***1*** |

## *Stations*

***Monday to Friday***

*A Tour 11:00 PM X 7:30 AM*

| | | | |
|---|---|---|---|
| *Building 14* | *4 cleaners* | *2 matrons* | *6 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | *1 cleaner* | *1 matron* | *2 Total* |
| *Building 156* | *1 cleaner* | | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Roving for 141, 15, 111* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *Periodic Crew* | *3 cleaners* | | *3 Total* |
| | | ***Total Shift Cleaners*** | ***15*** |
| ***1 Cleaning Supervisor*** | | ***Total Office Staff*** | ***2*** |
| *1 Periodic Crew Supervisor* | | *Full Shift Total* | *17* |

*B Tour 7:00 AM X 3:30 PM*

| | | | |
|---|---|---|---|
| *Building 14* | *1 cleaner* | *1 matron* | *2 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | | *1 matron* | *1 Total* |
| *Building 156* | *1 cleaner (11:30AM X 8PM)* | | *1 Total* |
| *Building 254/255* | *1 cleaner* | | *1 Total* |
| *Garages (29, 30, 34, 36)* | *1 cleaner* | | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Auto Shop/Stockroom* | *1 cleaner (11:30AM X 8PM)* | | *1 Total* |
| *Buildings 161, 208, 15, 111* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *Buildings 141, 142, 215* | *1 cleaner* | *(ROVER)* | *1 Total* |
| | | ***Total Shift Cleaners*** | ***11*** |
| ***1 Manager*** | | ***Total Office Staff*** | ***3*** |
| *1 Cleaning Supervisor* | *Full Shift Total* | | *14* |
| ***1 Clerical*** | | | |

*C Tour 3:00 PM X 11:30 PM*

| | | | |
|---|---|---|---|
| *Building 14* | | *1 matron* | *1 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | | *1 matron* | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Buildings 141, 142, 15* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *Buildings 60, 111, 254* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *50A-Travelers Aid Offices* | | | |

| | | | |
|---|---|---|---|
| | | ***Total Shift Cleaners*** | ***6*** |
| ***1 Cleaning Supervisor*** | | ***Total Office Staff*** | ***1*** |
| | | *Full Shift Total* | *7* |

***Saturday, Sunday, Holidays***

***A Tour 11:00 PM X 7:30 AM***

| | | | |
|---|---|---|---|
| *Building 14* | *1 cleaner* | *1 matron* | *2 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | *1 cleaner* | *1 matron* | *2 Total* |
| *Building 156* | *1 cleaner* | | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Roving for 141, 15, 111, 254* | *1 cleaner* | *(ROVER)* | *1 Total* |
| | | ***Total Shift Cleaners*** | ***8*** |
| ***1 Cleaning Supervisor*** | | ***Total Office Staff*** | ***1*** |
| | | *Full Shift Total* | *9* |

***B Tour 7:00 AM X 3:30 PM***

| | | | |
|---|---|---|---|
| *Building 14* | | *1 matron* | *1 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | | *1 matron* | *1 Total* |
| *Building 254/255* | *1 cleaner* | | *1 Total* |
| *Building 156* | *1 cleaner (11;30AM X 8 PM)* | | *1 Total* |
| *Garages (29, 30, 34, 36)* | *1 cleaner* | | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Buildings 15, 141, 208, 215* | *1 cleaner* | *(ROVER)* | *1 Total* |
| | | ***Total Shift Cleaners*** | ***8*** |
| ***1 Cleaning Supervisor*** | | ***Total Office Staff*** | ***1*** |
| | | *Full Shift Total* | *9* |

***C Tour 3:00 PM X 11:30 PM***

| | | | |
|---|---|---|---|
| *Building 14* | | *1 matron* | *1 Total* |
| *Building 145* | *1 cleaner* | | *1 Total* |
| *Building 269* | | *1 matron* | *1 Total* |
| *Howard Beach Terminal* | *1 cleaner* | | *1 Total* |
| *Buildings 141, 1S, 111, 254* | *1 cleaner* | *(ROVER)* | *1 Total* |
| *50A-Travelers Aid Offices* | | | |
| | | ***Total Shift Cleaners*** | ***5*** |
| ***1 Cleaning Supervisor*** | | ***Total Office Staff*** | ***1*** |
| | | **Full Shift Total** | *6* |

## *INSURANCE*

*Insurance required by PA is included in our annual lump sum price.*

## *WORK FORCE*

*Cristi Cleaning will keep the current work force at PA facility (building 14)*

## *WAGES*

*Starting 11/1/2010 ..... $12.22 per hour*

*New hires 11/1/2010 ..... $11.64 per hour*

*Average hourly direct wages $11.93*

### *HEALTH BENEFITS FOR FULL TIME EMPLOYEES*

*Full Time employees ..... $798.00 per month*

*Full Time employees who choose to opt-out medical of Local 74 will receive $300.00 per month less taxes in a separate check.*

*Average health benefit ..... $3.16 per hour*

*Our hourly calculation rate is based on 2080 haurs*

### *MANAGEMENT HEALTH BENEFITS*

*Health Benefits for non-union members (Supervisors-Manager) included the seven components required by PA (see attached form).*

*Hourly Rate Calculation Form on benefits not required by law should read as follaw:*

| | |
|---|---|
| *Sick days* | *4* |
| *Personal* | *1* |
| *Vacations* | *10* |
| *Holidays* | *6* |

## *STAFF TURNOVER RATIOS*

*Cristi Cleaning Service's staff turnover on contracts of this magnitude has historically been approximately five (5) percent.*

*In order to minimize turnover on this contract, we intend to offer decent wages, fair benefits, job security and bonuses. Additionally, we will provide all assigned employees a highly effective training program, allowing them to perform their duties in a much more proficient manner. We believe this last, couples with the wages and benefits we will provide will allow us to minimize turnover of staff on this contract.*

***Financial Statement is hereby attached.***

# CRISTI CLEANING SERVICE

**Preferred Provider- Family Health and Welfare Plan -**

| FAMILY PLAN INCLUDES | Class Based on Average Hours Worked Weekly: 15-25 Class I | | 26-32 Class II | | 33-39 Class III | | 40 or More Class IV | |
|---|---|---|---|---|---|---|---|---|
| | Emp | Dep | Emp | Dep | Emp | Dep | Emp | Dep |
| **LIFE INSURANCE BENEFITS** | | | | | | | | |
| Employee Life Insurance Benefits | $5,000 | | $10,000 | | $30,000 | | $40,000 | |
| Spousal Life Insurance Benefits | | $2,500 | | $5,000 | | $15,000 | | $20,000 |
| Dependent Children Life Insurance Benefits | | $1,500 | | $2,500 | | $7,500 | | $10,000 |
| Children (under 6 months of Age) Life Insurance Benefits | | $400 | | $400 | | $400 | | $400 |
| Accidental Death & Dismemberment | $5,000 | N/A | $10,000 | N/A | $30,000 | N/A | $40,000 | N/A |
| **VISION CARE BENEFITS*** | | | | | | | | |
| Vision Examination (Once in every Calendar Year) | $45 | $45 | $55 | $55 | $65 | $65 | $75 | $75 |
| Lens Benefit (One Type of Lens in every 2 Calendar Years) | | | | | | | | |
| - Single Vision Lenses | $60 | $60 | $70 | $70 | $80 | $80 | $90 | $90 |
| - Contact Lenses | $60 | $60 | $70 | $70 | $80 | $80 | $90 | $90 |
| - Bifocal Lenses | $80 | $80 | $90 | $90 | $100 | $100 | $110 | $110 |
| Frames (Once in every 2 Calendar Years) | $60 | $60 | $70 | $70 | $80 | $80 | $90 | $90 |
| **DENTAL CARE BENEFITS** | | | | | | | | |
| Calendar Year Maximum | $150 | $75 | $300 | $150 | $500 | $250 | $600 | $400 |
| Calendar Year Deductible | $20 | $20 | $20 | $20 | $20 | $20 | $20 | $20 |
| Percent of Allowable Charges Paid for Diagnostic and Preventative Services | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Percent of Allowable Charges Paid for Basic Maintenance and Procedures | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| Percent of Allowable Charges Paid for Major Restorative Care | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| **SHORT TERM DISABILITY*** | | | | | | | | |
| Maximum Weekly Benefit (up to 13 Weeks) | $10 | N/A | $25 | N/A | $45 | N/A | $75 | N/A |
| Percent of Weekly Base Wage | 70% | | 70% | | 70% | | 70% | |
| Paid from 8th Day of Accident or Sickness | | | | | | | | |
| **EMPLOYEE ASSISTANCE PROGRAM (EAP)** | A confidential counseling and referral service available to all participants. Help with personal and family problems 24 hours a day, 7 days a week. | | | | | | | |
| ***PPO IN NETWORK BENEFITS - OUT OF NETWORK BENEFIT REDUCTION - 20%*** | | | | | | | | |
| **HOSPITAL ROOM & BOARD*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $1,550 | $1,550 | $3,720 | $3,720 | $6,510 | $6,510 | $10,230 | $10,230 |
| Maximum Daily Benefit | $50 | $50 | $120 | $120 | $210 | $210 | $330 | $330 |
| **MISCELLANEOUS HOSPITAL BENEFITS*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $300 | $300 | $1,000 | $1,000 | $2,400 | $2,400 | $4,400 | $4,400 |
| Maximum Daily Benefit | $30 | $30 | $100 | $100 | $240 | $240 | $440 | $440 |
| **WELL BABY NURSERY CARE WHILE MOTHER IS CONFINED** | | | | | | | | |
| Maximum of 3 Days of Coverage Immediately After Birth | | | | | | | | |
| Maximum Daily Benefit | $100 | $100 | $200 | $200 | $300 | $300 | $400 | $400 |
| **PHYSICIAN'S HOSPITAL VISIT*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $620 | $620 | $930 | $930 | $1,240 | $1,240 | $1,550 | $1,550 |
| Maximum Daily Benefit | $20 | $20 | $30 | $30 | $40 | $40 | $50 | $50 |
| **ANESTHESIOLOGIST BENEFIT*** | | | | | | | | |
| Maximum Benefit (per unrelated surgery) | $50 | $50 | $210 | $210 | $370 | $370 | $650 | $650 |
| **SURGEONS' BENEFIT** | | | | | | | | |
| Maximum Benefit (per unrelated surgery) | $430 | $430 | $1,320 | $1,320 | $2,750 | $2,750 | $5,500 | $5,500 |
| Percent of Allowable Charges Paid | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| **POTENTIAL PER CONFINEMENT MAXIMUM** | $3,050 | $3,050 | $7,380 | $7,380 | $13,570 | $13,570 | $22,730 | $22,730 |
| **OUTPATIENT PHYSICIAN VISITS** | | | | | | | | |
| Annual Wellness Check-up Covered In Network | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum for In Network Wellness Check-Up | $40 | $40 | $60 | $60 | $80 | $80 | $100 | $100 |
| Chiropractic Care Covered | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Per Visit Maximum for Chiropractic Care | $40 | $40 | $40 | $40 | $40 | $40 | $40 | $40 |
| Overall Calendar Year Maximum | $150 | $150 | $300 | $300 | $500 | $500 | $800 | $800 |
| Co-payment for In Network Wellness Check-Up | $5 | $5 | $5 | $5 | $5 | $5 | $5 | $5 |
| Per Visit Co-payment - In Network | $10 | $10 | $10 | $10 | $10 | $10 | $10 | $10 |
| Per Visit Deductible - Out of Network | $15 | $15 | $15 | $15 | $15 | $15 | $15 | $15 |
| **X-RAY/LAB BENEFITS*** | | | | | | | | |
| Annual Wellness Check-up Covered In Network | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum for In Network Wellness Check-Up | $40 | $40 | $60 | $60 | $80 | $80 | $100 | $100 |
| Overall Calendar Year Maximum | $150 | $150 | $300 | $300 | $500 | $500 | $800 | $800 |
| **PRESCRIPTION COVERAGE** | | | | | | | | |
| Drug/Discount Card** | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum Plan Payment | $150 | $150 | $300 | $300 | $500 | $500 | $800 | $800 |
| Co-pay for Brand Name Drugs (In the absence of Generic Equivalent) | $10 | $10 | $10 | $10 | $10 | $10 | $10 | $10 |
| Co-pay for Generic Equivalent | $5 | $5 | $5 | $5 | $5 | $5 | $5 | $5 |
| **SUPPLEMENTAL ACCIDENT BENEFIT*** | | | | | | | | |
| Maximum Benefit per Accident | $160 | $160 | $300 | $300 | $380 | $380 | $480 | $480 |
| Plus $10 Additional | to | to | to | to | to | to | to | to |
| For each hour above the minimum in class | $300 | $300 | $360 | $360 | $470 | $470 | $550 | $550 |
| **MENTAL, NERVOUS, ALCOHOL & DRUG ABUSE** | Treated as any other condition requiring treatment. 7 Days Calendar Year Maximum. | | | | | | | |
| **OUTPATIENT SURGICAL BENEFITS** | See "Outpatient Surgery" section of Summary Plan Description. | | | | | | | |
| **MATERNITY** | Treated as any other condition requiring treatment for Female Employees and Dependent Wives | | | | | | | |
| **WAITING PERIOD/ COVERAGE TERMINATION** | | | | | | | | |
| Waiting Period | First of the Month Following Two Months of Continuous Employment on a Fringe Contract | | | | | | | |
| Coverage Termination | Determined by Date of Termination | | | | | | | |

**BENEFITS HAVE NO LIFETIME MAXIMUM UNLESS OTHERWISE NOTED.**

*** NO DEDUCTIBLE OR CO-PAYMENT REQUIRED.**

**** AFTER PLAN PAYS MAXIMUM, PARTICIPANT CONTINUES TO RECEIVE DISCOUNT PRICING ON PRESCRIPTION DRUGS.**

**LIFE INSURANCE BENEFITS ARE FULLY INSURED BY RELIANCE STANDARD LIFE INSURANCE COMPANY.**

(C) FCE Benefit Administrators, Inc.

CCSZ.DSWCP07.07

# CRISTI CLEANING SERVICE

**Preferred Provider- Family Health and Welfare Plan -**

| FAMILY PLAN INCLUDES | Based on Average Hours Worked Weekly | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 10-15 Class I | | 20-25 Class II | | 30-35 Class III | | 40 or More Class IV | |
| | Emp | Dep | Emp | Dep | Emp | Dep | Emp | Dep |
| **LIFE INSURANCE BENEFITS** | | | | | | | | |
| Employee Life Insurance Benefits | $5,000 | | $10,000 | | $30,000 | | $40,000 | |
| Spousal Life Insurance Benefits | | $2,500 | | $5,000 | | $15,000 | | $20,000 |
| Dependent Children Life Insurance Benefits | | $1,500 | | $2,500 | | $7,500 | | $10,000 |
| Children (under 6 months of Age) Life Insurance Benefits | | $400 | | $400 | | $400 | | $400 |
| Accidental Death & Dismemberment | $5,000 | N/A | $10,000 | N/A | $30,000 | N/A | $40,000 | N/A |
| **VISION CARE BENEFITS*** | | | | | | | | |
| Vision Examination (Once in every Calendar Year) | $45 | $45 | $55 | $55 | $65 | $65 | $75 | $75 |
| Lens Benefit (One Type of Lens in every 2 Calendar Years) | | | | | | | | |
| - Single Vision Lenses | $60 | $60 | $70 | $70 | $80 | $80 | $90 | $90 |
| - Contact Lenses | $60 | $60 | $70 | $70 | $80 | $80 | $90 | $90 |
| - Bifocal Lenses | $80 | $80 | $90 | $90 | $100 | $100 | $110 | $110 |
| Frames (Once in every 2 Calendar Years) | $60 | $60 | $70 | $70 | $80 | $80 | $90 | $90 |
| **DENTAL CARE BENEFITS** | | | | | | | | |
| Calendar Year Maximum | $150 | $75 | $300 | $150 | $500 | $250 | $600 | $400 |
| Calendar Year Deductible | $20 | $20 | $20 | $20 | $20 | $20 | $20 | $20 |
| Percent of Allowable Charges Paid for Diagnostic and Preventative Services | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| Percent of Allowable Charges Paid for Basic Maintenance and Procedures | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| Percent of Allowable Charges Paid for Major Restorative Care | 50% | 50% | 50% | 50% | 50% | 50% | 50% | 50% |
| **SHORT TERM DISABILITY*** | | | | | | | | |
| Maximum Weekly Benefit (up to 13 Weeks) | $10 | N/A | $25 | N/A | $45 | N/A | $75 | N/A |
| Percent of Weekly Base Wage | 70% | | 70% | | 70% | | 70% | |
| Paid from 8th Day of Accident or Sickness | | | | | | | | |
| **EMPLOYEE ASSISTANCE PROGRAM (EAP)** | A confidential counseling and referral service available to all participants. Help with personal and family problems 24 hours a day, 7 days a week. | | | | | | | |
| ***PPO IN NETWORK BENEFITS - OUT OF NETWORK BENEFIT REDUCTION - 20%*** | | | | | | | | |
| **HOSPITAL ROOM & BOARD*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $1,550 | $1,550 | $3,720 | $3,720 | $6,510 | $6,510 | $10,230 | $10,230 |
| Maximum Daily Benefit | $50 | $50 | $120 | $120 | $210 | $210 | $330 | $330 |
| **MISCELLANEOUS HOSPITAL BENEFITS*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $300 | $300 | $1,000 | $1,000 | $2,400 | $2,400 | $4,400 | $4,400 |
| Maximum Daily Benefit | $30 | $30 | $100 | $100 | $240 | $240 | $440 | $440 |
| **WELL BABY NURSERY CARE WHILE MOTHER IS CONFINED** | | | | | | | | |
| Maximum of 3 Days of Coverage Immediately After Birth | | | | | | | | |
| Maximum Daily Benefit | $100 | $100 | $200 | $200 | $300 | $300 | $400 | $400 |
| **PHYSICIAN'S HOSPITAL VISIT*** | | | | | | | | |
| Maximum Per Unrelated Confinement | $630 | $630 | $930 | $930 | $1,240 | $1,240 | $1,550 | $1,550 |
| Maximum Daily Benefit | $20 | $20 | $30 | $30 | $40 | $40 | $50 | $50 |
| **ANESTHESIOLOGIST BENEFIT*** | | | | | | | | |
| Maximum Benefit (per unrelated surgery) | $50 | $50 | $210 | $210 | $370 | $370 | $650 | $650 |
| **SURGEONS' BENEFIT** | | | | | | | | |
| Maximum Benefit (per unrelated surgery) | $430 | $430 | $1,320 | $1,320 | $2,750 | $2,750 | $5,500 | $5,500 |
| Percent of Allowable Charges Paid | 80% | 80% | 80% | 80% | 80% | 80% | 80% | 80% |
| **POTENTIAL PER CONFINEMENT MAXIMUM** | $3,090 | $3,090 | $7,380 | $7,380 | $13,570 | $13,570 | $22,730 | $22,730 |
| **OUTPATIENT PHYSICIAN VISITS** | | | | | | | | |
| Annual Wellness Check-up Covered In Network | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum for In Network Wellness Check-Up | $40 | $40 | $60 | $60 | $80 | $80 | $100 | $100 |
| Chiropractic Care Covered | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Per Visit Maximum for Chiropractic Care | $40 | $40 | $40 | $40 | $40 | $40 | $40 | $40 |
| Overall Calendar Year Maximum | $150 | $150 | $300 | $300 | $500 | $500 | $800 | $800 |
| Co-payment for In Network Wellness Check-Up | $5 | $5 | $5 | $5 | $5 | $5 | $5 | $5 |
| Per Visit Co-payment - In Network | $10 | $10 | $10 | $10 | $10 | $10 | $10 | $10 |
| Per Visit Deductible - Out of Network | $15 | $15 | $15 | $15 | $15 | $15 | $15 | $15 |
| **X-RAY/LAB BENEFITS*** | | | | | | | | |
| Annual Wellness Check-up Covered In Network | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum for In Network Wellness Check-Up | $40 | $40 | $60 | $60 | $80 | $80 | $100 | $100 |
| Overall Calendar Year Maximum | $150 | $150 | $300 | $300 | $500 | $500 | $800 | $800 |
| **PRESCRIPTION COVERAGE** | | | | | | | | |
| Drug/Discount Card** | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| Calendar Year Maximum Plan Payment | $150 | $150 | $300 | $300 | $500 | $500 | $800 | $800 |
| Co-pay for Brand Name Drugs (In the absence of Generic Equivalent) | $10 | $10 | $10 | $10 | $10 | $10 | $10 | $10 |
| Co-pay for Generic Equivalent | $5 | $5 | $5 | $5 | $5 | $5 | $5 | $5 |
| **SUPPLEMENTAL ACCIDENT BENEFIT*** | | | | | | | | |
| Maximum Benefit per Accident | $160 | $160 | $300 | $300 | $380 | $380 | $480 | $480 |
| Plus $10 Additional | to | to | to | to | to | to | to | to |
| For each hour above the minimum in class | $300 | $300 | $360 | $360 | $470 | $470 | $550 | $550 |
| **MENTAL, NERVOUS, ALCOHOL & DRUG ABUSE** | Treated as any other condition requiring treatment. 7 Days Calendar Year Maximum. | | | | | | | |
| **OUTPATIENT SURGICAL BENEFITS** | See "Outpatient Surgery" section of Summary Plan Description. | | | | | | | |
| **MATERNITY** | Treated as any other condition requiring treatment for Female Employees and Dependent Wives | | | | | | | |
| **WAITING PERIOD/ COVERAGE TERMINATION** | | | | | | | | |
| Waiting Period | First of the Month Following Two Months of Continuous Employment on a Fringe Contract | | | | | | | |
| Coverage Termination | Determined by Date of Termination | | | | | | | |

BENEFITS HAVE NO LIFETIME MAXIMUM UNLESS OTHERWISE NOTED.

* NO DEDUCTIBLE OR CO-PAYMENT REQUIRED.

** AFTER PLAN PAYS MAXIMUM, PARTICIPANT CONTINUES TO RECEIVE DISCOUNT PRICING ON PRESCRIPTION DRUGS.

LIFE INSURANCE BENEFITS ARE FULLY INSURED BY RELIANCE STANDARD LIFE INSURANCE COMPANY.

(C) FCE Benefit Administrators, Inc

CCSI.08WC00107

# Your Summary of Benefits

Empire BlueCross BlueShield

## EPO Local 74 – Grp. No. 720425-DL2

| Benefit | In-Network[1] |
|---|---|
| Deductible | $250/$625 |
| Coinsurance | 10% |
| Coinsurance Stop Loss / Total Out-of-Pocket Maximum | $15,000/$37,500 / ($1,500/$3,750 out-of-pocket maximum) |
| Yearly Maximum | $200,000 |
| Lifetime Maximum | $1,000,000 |
| Dependent Children (covered to end of calendar year) | To age 19; full-time students to age 23 |
| **Preventive Care[6]** | **Member Pays In-Network[1]** |
| Adult Preventive Care | $20 Copay – Xray & Lab subject to Deductible and Coinsurance |
| Annual Physical Exam | $20 Copay – Xray & Lab subject to Deductible and Coinsurance |
| Well-Child Care (to age 19; including covered immunizations) | $20 Copay – Xray & Lab subject to Deductible and Coinsurance – Immunizations covered in full. |
| Well-Woman Care | $20 Copay – Xray & Lab subject to Deductible and Coinsurance |
| **Home/Office/Outpatient Care** | **Member Pays In-Network[1]** |
| Home/Office Visits[1] | $20 copay |
| Emergency Room (initial visit per occurrence) | $250 copay (Waived if admitted within 24 hours)-Subject to Deductible and Coinsurance |
| Maternity Care | Deductible and Coinsurance |
| AllergyCare | |
| - Office Visit | $20 copay |
| - Testing | Deductible and Coinsurance |
| - Treatment | |
| Home Healthcare (Up to 200 visits per calendar year) | Deductible and Coinsurance |
| Home Infusion Therapy | Deductible and Coinsurance |
| Hospice Care (Up to 210 days per lifetime) | Deductible and Coinsurance |
| Surgery[4], Presurgical Testing, Anesthesia | |
| Chemotherapy, Radiation Therapy | |
| Infertility Care | |
| Laboratory Tests, X-rays | |
| MRI[4], MRA[4], CAT Scan[5], PET[5] & Nuclear Cardiology[5] | |
| Chiropractic Care[5] | |
| Cardiac Rehabilitation | $20 copay will apply to visit services – Xray and Lab subject to Deductible and Coinsurance |
| Second Surgical Opinion | |
| Kidney Dialysis | |
| Physical Therapy[4] (Up to 30 visits per calendar year combined in home, office or outpatient facility) | |
| Other Short-Term Rehabilitative Therapies – Speech/Language[2], Occupational[2], Vision (Up to 30 visits per calendar year combined in home, office or outpatient facility) | |

(1) A network provider must deliver all care. The in-network office co-payment applies to examinations and evaluations only. Other services performed at the office setting may be subject to in-network deductible and coinsurance. There is no out-of-network option for this product.

(2) You are responsible for obtaining precertification from Empire's Medical Management Program for these services. Your provider may call for you, but you will be responsible for penalties applied if precertification is not obtained. For ambulatory surgery, precertification is required for reconstructive surgery, outpatient transplants and ophthalmological or eye-related procedures. Precertification is also required for cosmetic surgery, an excluded benefit except when medically necessary.

(3) Precertification is required by Empire's Behavioral Healthcare Management Programs.

(4) For services received from an Empire network provider, the provider must precertify in-network services or services may be denied; Empire's network providers cannot bill members beyond the co-payments for "examinations and evaluations" services and the in-network deductible and coinsurance for other covered services (for services subject to in-network cost share). Outside Empire's network area, you must obtain precertification from Empire's Medical Management Program for services from in-network BlueCard® PPO providers (with the exception of MRI, MRA, PET, CAT and Nuclear Cardiology services, which do not require precertification for services rendered from in-network BlueCard® PPO providers outside of Empire's network area). The BlueCard® PPO provider may call for you for services that do require precertification, but you will be responsible for penalties applied if precertification is not obtained.

(5) Empire's network provider must obtain authorization for clinical/medical necessity for in-network services, or services may be denied: Empire network providers cannot bill members beyond the co-payments for "examinations and evaluations" services and the in-network deductible and coinsurance for other covered services (for services subject to in-network cost share). Authorization is not required for services rendered from in-network BlueCard® PPO providers outside of Empire's network area.

(6) The following benefits, if provided in-network for Preventive Care, are not subject to copay; mammography screenings, cervical cancer screenings, colorectal cancer screenings, prostate cancer screenings, hypercholesterolemia screenings, diabetes screenings for pregnant women, bone density testing, annual physical examinations and up to two annual obstetric and gynecological examinations.

References continued on next page

# Your Summary of Benefits

Empire BlueCross BlueShield

| Benefit | In-Network[1] |
|---|---|
| **Inpatient Care[2]** | **Member Pays In-Network[1]** |
| Inpatient Hospital<br>(As many days as is medically necessary; semiprivate room and board) | Deductible and Coinsurance |
| Physical Therapy, Physical Medicine or Rehabilitation<br>(Up to 30 inpatient days per calendar year) | Deductible and Coinsurance |
| Surgery, Surgical Assistant, Anesthesia | Deductible and Coinsurance |
| Skilled Nursing Facility<br>(Up to 120 days per calendar year) | Deductible and Coinsurance |
| Birthing Centers | Deductible and Coinsurance |
| **Mental Health[3]** | |
| Outpatient Visits in Office or Facility<br>(Up to 40 outpatient visits per calendar year) | $25 copay[3] |
| Inpatient Care[3]<br>(Up to 30 inpatient days per calendar year) | Deductible and Coinsurance |
| Biologically-based mental illness and serious emotional disturbances in children with certain risks/behaviors will be treated the same as any other illness once the visit limits have been exhausted. | Deductible and Coinsurance |
| **Alcohol/Substance Abuse[3]** | |
| Outpatient Visits<br>(Up to 60 outpatient visits, which include 20 family counseling visits per calendar year) | $25 copay[3] |
| Inpatient Detoxification<br>(Up to 7 days detox per calendar year) | Deductible and Coinsurance |
| Inpatient Rehabilitation<br>(Up to 30 days per calendar year) | Deductible and Coinsurance |
| **Other** | |
| Medical Supplies | Deductible and Coinsurance |
| Durable Medical Equipment[4] | Deductible and Coinsurance |
| Prosthetics & Orthotics[4] | Deductible and Coinsurance |
| Ambulance | $300 Allowance – Deductible and Coinsurance – Maximum payment $270 |
| Podiatric Care (non-routine footcare) | Maximum of $1,000 per calendar year - Deductible and Coinsurance |

NOTE: This is a benefits summary only and is subject to the terms, conditions, limitations and exclusions set forth in the contract. Failure to comply with Empire's Medical Management or Behavioral Healthcare Management Program requirements could result in benefit reductions.

**Leslie Whelan, Kathy**

**From:** Cristi Cleaning Service [cristi1@optonline.net]
**Sent:** Wednesday, August 25, 2010 12:56 PM
**To:** Leslie Whelan, Kathy
**Subject:** BID # 20035 General Cleaning Services at John F. Kennedy International Airport
**Attachments:** Emergency Room Service1.jpg; Emergency Room Service2.jpg; Adelphi University 3.jpg

**Dear Kathy,**

**As per your request, this is the additional information..**

**EMERGENCY ROOM SERVICE FOR MANAGEMENT**

**Please find attached sheet,**

**MANAGER SALARY**

**Current salary is $22.50 per hour. He declined medical and received an additional $1.48 per hour, total of $23.98 per hour.**

**As of November 1, the salary will be $23.27 per hour. If he declines medical, once again, he will receive an additional $1.63 per hour, total of $24.90 per hour.**

**If you need additional information please let me know.**

**Thank You,**
**Ricardo Lopez**

?

8/27/10
Informed Ricardo That
Employee must be
given health package.

**Mildred Aviles**

**From:** Mildred Aviles [cristipayroll@optonline.net]
**Sent:** Friday, June 25, 2010 3:46 PM
**To:** 'John Higgins'
**Subject:** RE: Hospital emergency room visit

*Thank you.*

---

**From:** John Higgins [mailto:john@psabenefits.com]
**Sent:** Friday, June 25, 2010 2:42 PM
**To:** 'Mildred Aviles'
**Cc:** 'John Higgins'; 'Andi Dernberg'
**Subject:** RE: Hospital emergency room visit

*Good afternoon, Mildred*

*It's paid under the Outpatient "bucket." Here is some detailed information on it with the Emergency Room Benefit highlighted:*

# Outpatient Benefits

***Physician's Visits***

*The Plan will provide certain benefits if you or your eligible dependent incur certain charges on an outpatient basis (or an inpatient basis if your Schedule of Benefits on page 1 does not include a Physician's Hospital Visit Benefit) as a result of any sickness or injury which does not arise out of or in the course of any employment for wage or profit. There is a deductible amount, which must be paid by you before the Plan will pay for any of the charges in excess of the deductible amount. The Plan will pay 100% of such excess charges up to the maximum annual benefit allowed in excess of the copayment or deductible as scheduled on page 1.*

*This benefit covers all charges (including emergency room charges) incurred by you or your eligible dependent as a result of any sickness or injury which does not arise out of or in the course of any employment for wage or profit, which:*

a. *Are necessary to the care and treatment of sickness or injury and are incurred on the recommendation of a legally qualified physician, including charges for office-administered injectable anti-inflammatory agents, office-administered injectable allergy medications and physician-prescribed Durable Medical Equipment.*
b. *Are not in excess of the reasonable charges, which would customarily be made for the same services and supplies under similar conditions in your community.*

**What You Pay** - *The portion you or your covered Dependent must pay out-of-pocket for a physician's office visit is called a "copayment" if the physician is In-Network, and a "deductible" if the physician is Out-of-Network.*

*The amount of the copayment or deductible is shown on page 1 of this SPD.*

**The Maximum Benefit** - *The maximum Physician's Visit Benefit that will be paid per benefit year over the deductible specified above is based on your classification and listed on page 1.*

*In addition to the exclusions and limitations listed in the section of this SPD titled "General Exclusions and Limitations", the following are excluded charges for which no benefits will be payable:*
*Any charge incurred by the employee or eligible dependent:*

1. *For surgical operations (refer to Outpatient Surgery for exception).*
2. *For treatment of mental disorders, including charges for visits or consultations, with a psychiatrist or psychoanalyst (unless Plan has a Mental Illness or Functional Nervous Disorder Benefit on page 1).*
3. *Incurred as the result of a sickness (a) which arises out of or in the course of any occupation or employment for wage or profit, or (b) for which the employee or family member is entitled to benefits under any workers' compensation or occupational disease Law.*
4. *For the care and treatment of the teeth, gums or alveolar process, or for dentures, appliences or supplies used in such care and treatment.*
5. *For eye refractions, or the purchase of hearing aids or eyeglasses or the fitting thereof.*
6. *For medical exams not necessary to the treatment of sickness or disease, unless otherwise indicated on page 1 of this benefit booklet.*
7. *For charges for drugs and medicines administered in a Physician's office or emergency room, except Physician's office administered injectable antibiotics, injectable anti- inflammatory agents, and injecteble allergy related medications.*
8. *For non-prescription drugs.*
9. *For prescription drugs purchased at e pharmacy.*
10. *For routine exams and immunizations, unless otherwise indicated on page 1 of this benefit booklet.*
11. *Charges for telephone consultations.*
12. *Physician Hospital (Inpatient) visits are excluded under this benefit if listed as a separate benefit on the Schedule of Benefits on page 1 of this benefit booklet.*

***Outpatient X-Ray and Lab***

If you or your covered eligible dependents receive a laboratory test or x-ray examination which is made or recommended by a legally qualified physician and the test or examination is made in connection with a non-job related accidental bodily injury or sickness, the Plan will cover charges for the amount of fees actually charged for such examination (minus any deductible) up to the scheduled annual maximum shown on page 1 based on your classification.

Payment will not be made for any laboratory tests or x-ray examinations made in connection with eye examinations or the fitting of glasses, x-ray therapy, x-rays or laboratory tests made during confinement in a hospital, or x-rays made for diagnosis or treatment of disorders of the teeth or gums.

**Chiropractic Care Benefit**

Chiropractic Care is a covered benefit under this Plan. Your calendar year maximum is determined by your classification. Please refer to the Schedule of Benefits on page 1 for further information.

**Emergency Room Benefit**

Outpatient visits to the emergency room for a covered diegnosis are payable as

| Medical Payments | |
|---|---|
| **Medical Expense Limit** | $10,000 per person |
| **Reporting period** | Insured has three years to report covered medical expenses. |
| **Definitions** | |
| **Bodily Injury** | Includes mental anguish resulting from bodily injury, sickness, or disease that is physical in character. |
| **Contractual Liability For railroad exposures** | The definition of "insured contract" includes work within 50 feet of railroad exposures. |
| **Mobile equipment** [4] | Includes snow removal, road maintenance, and street cleaning equipment with less than 1,000 pounds gross vehicle weight. |

| Conditions | |
|---|---|
| **Unintentional failure to disclose hazards** | Included |
| **Primary and noncontributory coverage provided to additional insured** | Coverage provided to additional insureds because of a written contract is provided on a primary and non contributing basis if the contract includes such an agreement. |
| **Duties in the event of an occurrence** | The requirement for prompt notice applies only when an occurrence, offense, claim, or suit is known to the partner, limited liability company manager, executive officer, trustee, or insurance manager. |
| **Who Is An Insured** | |
| **Incidental malpractice** [5] | Employed nurses, EMTs, and paramedics are insureds for injuries arising out of their professional health care services for the named insured. |
| **Non-owned watercraft** | Permissive users of covered non-owned watercraft are insureds. Those responsible for such users are also an insured provided they have no other insurance available to them. |
| **Additional insured as required by written contract or permit** | Includes anyone the insured agrees in writing to treat as an additional insured including:<br>• Vendors, if policy includes products/completed operations coverage;<br>• Lessors of equipment;<br>• Lessors of land or premises;<br>• Architects, Engineers or Surveyors;<br>• State or Political Subdivisions issuing permits; and<br>• Any other party, including completed operations if the contract requires it and the policy provides it. |
| **Newly formed or acquired organizations** | Covered for 180 days if a named insured owns more than 50% of the voting stock and no other insurance applies. |
| **Unnamed subsidiaries** | Covered if a named insured owns more than 50% of the voting stock of the unnamed subsidiary and no other insurance applies. |
| **Supplemental Payments** | |
| **Bail bonds** | $1,000 |
| **Loss of earnings** | $500 per day |
| **Appeal bonds** | Covered to policy limit |

*This document outlines in general terms the coverages afforded under the policy. Such coverages may not be available in all states. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.*

[4] This enhancement does not apply in NY and VA

[5] This enhancement does not apply if the named insured is in the business of providing professional healthcare services

| Medical Payments | |
|---|---|
| **Medical Expense Limit** | $10,000 per person |
| **Reporting period** | Insured has three years to report covered medical expenses. |
| **Definitions** | |
| **Bodily Injury** | Includes mental anguish resulting from bodily injury, sickness, or disease that is physical in character. |
| **Contractual Liability For railroad exposures** | The definition of "insured contract" includes work within 50 feet of railroad exposures. |
| **Mobile equipment** [4] | Includes snow removal, road maintenance, and street cleaning equipment with less than 1,000 pounds gross vehicle weight. |

| Conditions | |
|---|---|
| **Unintentional failure to disclose hazards** | Included |
| **Primary and noncontributory coverage provided to additional insured** | Coverage provided to additional insureds because of a written contract is provided on a primary and non contributing basis if the contract includes such an agreement. |
| **Duties in the event of an occurrence** | The requirement for prompt notice applies only when an occurrence, offense, claim, or suit is known to the partner, limited liability company manager, executive officer, trustee, or insurance manager. |
| **Who Is An Insured** | |
| **Incidental malpractice** [5] | Employed nurses, EMTs, and paramedics are insureds for injuries arising out of their professional health care services for the named insured. |
| **Non-owned watercraft** | Permissive users of covered non-owned watercraft are insureds. Those responsible for such users are also an insured provided they have no other insurance available to them. |
| **Additional insured as required by written contract or permit** | Includes anyone the insured agrees in writing to treat as an additional insured including:<br>• Vendors, if policy includes products/completed operations coverage;<br>• Lessors of equipment;<br>• Lessors of land or premises;<br>• Architects, Engineers or Surveyors;<br>• State or Political Subdivisions issuing permits; and<br>• Any other party, including completed operations if the contract requires it and the policy provides it. |
| **Newly formed or acquired organizations** | Covered for 180 days if a named insured owns more than 50% of the voting stock and no other insurance applies. |
| **Unnamed subsidiaries** | Covered if a named insured owns more than 50% of the voting stock of the unnamed subsidiary and no other insurance applies. |
| **Supplemental Payments** | |
| **Bail bonds** | $1,000 |
| **Loss of earnings** | $500 per day |
| **Appeal bonds** | Covered to policy limit |

*This document outlines in general terms the coverages afforded under the policy. Such coverages may not be available in all states. In the event of a conflict, the actual terms, conditions, limitations and exclusions of the policy shall prevail.*

[4] This enhancement does not apply in NY and VA
[5] This enhancement does not apply if the named insured is in the business of providing professional healthcare services

# THE PORT AUTHORITY OF NY & NJ

## PURCHASING SERVICES DIVISION
## ONE MADISON AVENUE, 7TH FL.
## NEW YORK, NY 10010

**INVITATION FOR BID/PUBLIC BID OPENING**

**BID INFORMATION**

**TITLE:** GENERAL CLEANING SERVIVES AT JOHN F KENNEDY INTERNATIONAL AIRPORT

**BID NO.:** 20035

SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS WHERE THEY WILL BE PUBLICLY OPENED AND READ

**BID DUE DATE:** JANUARY 20, 2010 **TIME:** 11:00 AM

**BUYER NAME:** KATHY LESLIE WHELAN **PHONE NO.:** (212) 435-3929
**FAX#:** (212) 435-3959

**BIDDER INFORMATION**
**(TO BE COMPLETED BY THE BIDDER)**
(PLEASE PRINT)

Cash Cleaning Service Corp.
(NAME OF BIDDING ENTITY)

77 Trinity Place
(ADDRESS)

Hackensack, NJ 07601
(CITY, STATE AND ZIP CODE)

Ricardo Lopez Vice President 201-883-1717
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

Ex. 1 201 883 1212
(FEDERAL TAX I.D. NO.) (FAX NO.)

✓ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): _____

## INVITATION FOR BID


- COVER PAGE: BID AND BIDDER INFORMATION
- PART I – STANDARD INFORMATION FOR BIDDERS
- PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
- PART V – SPECIFICATIONS
- STANDARD CONTRACT TERMS AND CONDITIONS

## PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS


1. Form and Submission of Bid ..... 3
2. Firm Offer ..... 3
3. Acceptance or Rejection of Bids ..... 3
4. Bidder's Questions ..... 3
5. Additional Information To and From Bidders ..... 4
6. Union Jurisdiction ..... 4
7. Assessment of Bid Requirements ..... 4
8. Bidder's Prerequisites ..... 4
9. Qualification Information ..... 4
10. Facility Inspection ..... 6
11. Available Documents - General ..... 6
12. Pre-award Meeting ..... 7
13. Price Preference ..... 7
14. Good Faith Participation ..... 7
15. City Payroll Tax ..... 8
16. Additional Bidder Information ..... 8
17. Certification of Recycled Materials ..... 9

## PART I - STANDARD INFORMATION FOR BIDDERS

1. **Form and Submission of Bid**
   The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope with the Bidder's name and address conspicuously marked. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

   All Bids must be received by the bid custodian on or before the due date and time specified on the cover page, at which time they will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays, between the hours of 8:00 a.m. and 5:00 p.m., via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

2. **Firm Offer**
   The Bidder offers to provide the Port Authority of New York and New Jersey the services and to perform all other Work in connection therewith required under this Contract, all as specified by the terms and conditions of the Contract, based on the Pricing Sheets provided herein.

   **EXCEPTIONS TAKEN OR CONDITIONS IMPOSED BY A BIDDER TO ANY PORTION OF THE CONTRACT DOCUMENTS WILL RESULT IN REJECTION OF THE BID.**

3. **Acceptance or Rejection of Bids**
   The acceptance of a bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a bid. The Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all bids or to accept any bid, which in its judgment will best serve the public interest and to waive defects in any bid. No rights accrue to any Bidder unless and until its bid is accepted.

4. **Bidder's Questions**
   Any questions by prospective Bidders concerning the Work to be performed or the terms and conditions of the Contract may be addressed to the Buyer listed on the Cover Sheet of this document. The Buyer is only authorized to direct the attention of prospective Bidders to the portions of the Contract. No employee of the Port Authority is authorized to interpret any portion of the Contract or to give information in addition to that contained in the Contract. When Contract interpretation or additional information as to the Contract requirements is deemed necessary by the Port Authority, it shall be communicated to all Bidders by written addenda issued

under the name of the Manager, Purchasing Services Division of the Port Authority. Addenda shall be considered part of the Contract.

5. **Additional Information To and From Bidders**
   a. Should the Authority require additional information from the Bidder in connection with its bid, such information shall be submitted within the time frame specified by the Port Authority.
   b. If the Bidder is a corporation, a statement of the names and residences of its officers should be submitted on the Name and Residence of Principals Sheet, directly following the Signature Sheet.
6. **Union Jurisdiction**
   All prospective Bidders are advised to ascertain whether any union now represented or not represented at the Facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the paragraph entitled "Harmony" in the Standard Contract Terms and Conditions.
7. **Assessment of Bid Requirements**
   The Bidder should carefully examine and study the entire contents of these bid documents and shall make its own determinations as to the services and materials to be supplied and all other things required to be done by the Contractor.
8. **Bidder's Prerequisites**
   Only Bidders who can comply with the prerequisites specified in Part II hereof at the time of the submission of its bid should submit bids, as only bids submitted by such Bidders will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that they will be deemed qualified in connection with other bid requirements included herein.
9. **Qualification Information**
   The Port Authority may give oral or written notice to the Bidder to furnish the Port Authority with information and to meet with designated representatives of the Port Authority relating to its qualifications and ability to fulfill the Contractor's obligations hereunder. The requested information shall be submitted no later than three (3) days after said notice unless otherwise indicated. Matters upon which the Port Authority may inquire shall include, but not be limited to, the following:

   a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

      1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

(ii) Where the certified financial statements set forth in (i) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.

(iii) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (i) and (ii) above, then financial statements containing such information prepared directly by the Bidder may be submitted; such financial statements, however, must be accompanied by a signed copy of the Bidder's most recent Federal income tax return and a statement in writing from the Bidder, signed by an executive officer or his/her authorized designee, that such statements accurately reflect the present financial condition of the Bidder.

Where the statements submitted pursuant to subparagraph's (i), (ii) or (iii) aforementioned do not cover a period which includes a date not more than forty-five (45) days prior to the date on which the bids are opened, then the Bidder shall also submit a statement in writing, signed by an executive officer of the Bidder or his/her designee, that the present financial condition of the Bidder is at least as good as that shown on the statements submitted.

2. A statement of work which the Bidder has on hand, including any work on which a bid has been submitted, containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.

b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the

service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or PATH contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid.

**10. Facility Inspection**

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

**11. Available Documents - General**

Certain documents, listed in Part II, hereof will be made available for reference and examination by Bidders either at the Facility Inspection, or during regular business hours. Arrangements to review these documents at a time other than the Facility Inspection can be made by contacting the person listed in Part II as the contact for the Facility Inspection.

These documents were not prepared for the purpose of providing information for Bidders upon this Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the inferences or conclusions to be drawn there from.

**12. Pre-award Meeting**

The lowest qualified Bidder may be called for a pre-award meeting prior to award of the Contract.

**13. Price Preference**

A price preference may be available for Minority/Women Business Enterprises (M/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

**14. Good Faith Participation**

The Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

Bidders are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as Attachment B and Attachment C or may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html.

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.

- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Bidder has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to https://panynjprocure.com/VenLogon.asp to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business and Job Opportunity ("OBJO"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at http://www.panynj.gov/business-opportunities/sd-become-certified.html. In addition, to update your certification file and to advise OBJO of changes to any information, please email these changes to OBJOcert@panynj.gov . Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

**15. City Payroll Tax**

Bidders should be aware of the payroll tax imposed by the:

a) City of Newark, New Jersey for services performed in Newark, New Jersey;

b) City of New York, New York for services performed in New York, New York; and

c) City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Bidders should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph headed "Sales or Compensating Use Taxes", in the Standard Contract Terms and Conditions included herein, does not apply to these taxes.

**16. Additional Bidder Information**

Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at:
http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html

## 17. Certification of Recycled Materials

Bidders shall submit, with their bid, Attachment D the Certified Environmentally Preferable Products / Practices Form attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

**Recycling Definitions:**

For purposes of this solicitation, the following definitions shall apply:

a. **"Recovered Material"** shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. **"Post-consumer Material"** shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. **"Pre-consumer Material"** shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

d. **"Recycled Product"** shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.

e. **"Recyclable Product"** shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

f. **"Waste Reducing Product"** shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

## PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS, TABLE OF CONTENTS


1. Service(s) Required ..... 2
2. Location(s) Services Required ..... 2
3. Expected Date of Commencement of Contract ..... 2
4. Contract Type ..... 2
5. Duration of Contract ..... 2
6. Price Adjustment during Base Term (Index Based) ..... 2
7. Option Period(s) ..... 2
8. Price Adjustment during Option Period(s) (Index Based) ..... 2
9. Extension Period ..... 2
10. Facility Inspection ..... 2
11. Specific Bidder's Prerequisites ..... 3
12. Available Documents ..... 3
13. Bidder's Additional Submittal Requirements ..... 3

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

The following information may be referred to in other parts hereof, or further detailed in other parts hereof, if applicable.

**1. Service(s) Required**

Janitorial and limited snow removal services as more fully set forth herein.

**2. Location(s) Services Required**

Various buildings at John F. Kennedy International Airport and associated areas, as more fully described in the definition of "Facility" in the Specifications.

**3. Expected Date of Commencement of Contract**

On or about May 1, 2010

**4. Contract Type**

Unit Price and Lump Sum.

**5. Duration of Contract**

Three (3) years, expiring on or about April 30, 2013.

**6. Price Adjustment during Base Term (Index Based)**

Not Applicable.

**7. Option Period(s)**

There shall be one (1) three (3) year option period.

**8. Price Adjustment during Option Period(s) (Index Based)**

Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

**9. Extension Period**

120 Day Applicable.

**10. Facility Inspection**

**Date and Time:** Friday, January 8, 2010 at 10:00 AM At Building 14, John F. Kennedy Airport

The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract.
All Bidders shall contact Robert Ramos at (718) 244-3556or via e-mail at rramos@panynj.gov, Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m. to confirm their attendance and/or receive traveling directions

**11. Specific Bidder's Prerequisites**

The Bidder shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in the Standard Contract Terms and Conditions, in the Janitorial Maintenance Program by the day before the Bid opening date. Further, the Bidder must have been prequalified by the Port Authority to bid on Janitorial Maintenance contracts with an estimated annual dollar value over $ 1,800,000.

Proof that the above prerequisites are met should be submitted with the bid.

**12. Available Documents**

The following documents will be made available for reference and examination:

A conformed copy of the prior contract for Cleaning of Port Authority Buildings and Associated Areas at John F. Kennedy International Airport 46-4894 will be available for inspection at the site visit.

**13. Bidder's Additional Submittal Requirements**

Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

a. A statement that an employee who performed a similar role at a Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;

b. Supporting documentation that it provides or is capable of providing medical coverage for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees", and such Health Benefits shall be provided within thirty (30) days of award of this Contract;

c. The "Calculation of Hourly Rate" forms included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Bidders are strongly encouraged to provide adequate medical leave so that employees may utilize their medical benefits. Please note that all calculations should be based on 2,080 annual hours.

## PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS, TABLE OF CONTENTS


1. General Agreement ..... 2
2. Duration ..... 2
3. Payment ..... 3
4. Price Adjustment ..... 4
5. Liquidated Damages ..... 5
6. Insurance ..... 8
7. Increase and Decrease in Areas or Frequencies ..... 10
8. Extra Work ..... 11

## 1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him/her by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

## 2. Duration

a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").

b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the option(s) to extend this Contract, then, not later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, as aforesaid, and the Base Term of this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

**3. Payment**

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.

b) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Contractor shall invoice one twelfth (1/12) the Annual Lump Sum Prices for said services inserted by the Contractor in the Pricing Sheets for the appropriate Contract Year. For each item of Extraordinary Cleaning Services and snow removal, wash and relamp fixtures, utility porters, glass wash and rinse etc. performed by the Contractor, the Contractor shall invoice the price per hour, price per square foot, as applicable, for such services inserted by the Contractor in the Pricing Sheets for the appropriate Contract Year, times the actual number of square feet cleaned or hours of work performed, as applicable, by the Contractor in the month.

c) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice for all work performed satisfactorily. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

d) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

e) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

**4. Price Adjustment**

For each year following the first year of the Base Term and for each year of any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III, hereof) the Port Authority shall adjust the compensation due the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first year of the Option Period, the Price Index shall be determined for the months of November 2011 and November 2012. The compensation payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for November 2012 and the denominator of which is the Price Index for November 2011. The resulting product shall not exceed 3% per annum and shall be the compensation payable in the first year of the Option Period.

For the second year of the Option Period, the Price Index shall be determined for the months of November 2012 and November 2013 The compensation payable in the first year of the Option Period shall be multiplied by a fraction the numerator of which is

the Price Index for November 2013 and the denominator of which is the Price Index for November 2012 . The resulting product shall not exceed 3% per annum and shall be the compensation payable in the second year of the Option Period.

For the third year of the Option Period, the Price Index shall be determined for the months of November 2013 and November 2014. The compensation payable in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for November 2014 and the denominator of which is the Price Index for November 2013. The resulting product shall not exceed 3% per annum and shall be the compensation payable in the third year of the Option Period.

In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it deems appropriate

In the event the lump sum and unit prices set forth on the Contractor's Pricing Sheets shall be adjusted hereunder during the Option Periods, if exercised by the Port Authority, then, simultaneously with such adjustment , the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority (cumulatively the "employee payments") shall also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the lump sum and unit prices payable in the corresponding year of the Option Period, as applicable, and thereafter such adjusted employee payments shall be in effect and payable as though set forth herein. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each year of the Option Period, if any, the Contractor shall submit to the Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming year. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion.

**5. Liquidated Damages**

a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose

amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

b) If the Contractor fails to satisfactorily perform any item of the work set forth in the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the Unit Price inserted by the Contractor on the Contractor's Pricing Sheet for that item. The liquidated damage will be appropriate for the applicable service and year, multiplied by the number of square feet, hours or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed or performed unsatisfactorily, liquidated damages will be computed utilizing the hourly rate for "Cleaners/Utility Porters" multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the work not performed multiplied by two hundred percent (200%). In making his/her determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

c) If the Contractor fails to satisfactorily perform any Snow Removal Response, wash and re-lamp fixtures, Cleaner/Utility Porters, glass, wash and rinse, etc. at the times required by the Manager, then the monthly installment payable hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services then in effect multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he/she shall consider generally accepted industry standards where such are available.

d) If the Contractor fails to provide and maintain in proper working order as determined by the Manager any Nextel or cell phone device required to be provided to any Resident Manager or Supervisor hereunder, the monthly installment payable hereunder shall be reduced by $50.00 for each day or any part thereof during the month when any such cellular phone is not provided and operable.

e) If any Resident Manager or Supervisor hereunder fails to respond to cellular phone communication from the Manager within the required fifteen (15) minute response time, then the monthly installment payable hereunder,shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hour thereafter in which any Resident Manager or Supervisor fails to respond.

f) If the Contractor fails to have a Supervisor on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $200.00 per hour for each hour the Supervisor is not on duty.

g) If the Contractor fails to have a Resident Manager on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $400.00 per hour for each hour the Resident Manager is not on duty.

h) If the Contractor fails to provide to the Manager a written work schedule covering the

first three (3) months of the Contract within ten (10) days of the commencement date and each subsequent three (3) month report at least twenty (20) days prior to the commencement of each three (3) month period, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

i) In the event the Contractor fails to provide the information every six (6) months as required in the Section hereunder entitled "Wages, Health and Supplemental Benefits" Section H, then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

j) If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

k) If any employee of the Contractor hereunder fails to wear the proper uniform, then the monthly installment payable hereunder shall be reduced by $50.00 for each day when such employee is not so properly attired.

l) If the Contractor fails to provide and maintain in good running and operating condition as determined by the Manager any motor vehicle for the exclusive use of the Contractor's personnel for inspections and/or transporting of personnel and/or materials and furnishing services hereunder, then the monthly installment payable hereunder shall be reduced by $150.00 for each day or part thereof during such month which such motor vehicle is not so provided and operable.

m) If the Contractor fails to provide and maintain in proper working order as determined by the Manager any triple action machine, single action machine, electronic floor sweeper, shampoo equipment, trailer, power washer, backpack blower, steam cleaners, trailer, vacuum or other significant item of equipment as determined by the Manager that is required hereunder, then the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month which any such machine, or other significant item of equipment as determined by the Manager is not provided and operable.

n) If the Contractor fails to provide and/ or maintain any snow blower or any major item of snow removal equipment in proper working order as determined by the Manager, the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month, which any such snow blower is not so provided and operable.

o) If the Contractor shall fail to submit to the Manager the Contractor's Safety Program within thirty (30) days then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the Contractor fails to submit the report.

p) If the Contractor shall fail to hold the Monthly Safety Meeting with the Manager then the monthly installment payable hereunder shall be reduced by $200.00 for each month in

which the Contractor fails to hold the meeting.

In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Port Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

Should the Contractor only partially perform any item of work within an area specifically defined in the Specifications, the Manager shall have the right, in computing liquidated damages hereunder, to base his/her computation on the total quantity of square feet within said area to which said item of Work applies.

The manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor.

**6. Insurance**

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with a contractual liability endorsement covering the obligations assumed by the contractor under this contract, AND, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

**Commercial General Liability Insurance - $ 25** million combined single limit per occurrence for bodily injury and property damage liability.

**Automobile Liability Insurance - $ 25** million combined single limit per accident for bodily injury and property damage liability.

**In addition, the liability policy (ies) shall name The Port Authority of NY and NJ as additional insured,** including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

**The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:**

***"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any 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 Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is

not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

***CITS* # 3543N**

7. **Increase and Decrease in Areas or Frequencies**

   The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than five (5) business days, said changes to be effective upon the date specified in said notice.

   In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).

   Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change whether increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Manager, are necessary to complete the work, by multiplying a unit of measure determined for the services, by the negotiated rate.

   In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

   No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

8. **Extra Work**

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as may be required by it, executed,

acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that he so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

## PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS


1. SIGNATURE SHEET ..... 2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET ..... 3
3. PRICING SHEET(S) ..... 4
   Entry of Prices ..... 4
4. Calculation of Hourly Wage ..... 4

## PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

PROCUREMENT
2010 AUG 18 PM 12: 12

### 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 Cristi Cleaning Service Corp

Bidder's Address 77 Trinity Place

City, State, Zip Hackensack, N.J. 07601

Telephone No. 201-883-1717 FAX 201-883-1212

Email Cristi1@optonline.net EIN# Ex. 1

SIGNATURE [signature] Date 1/18/10

Print Name and Title Ricardo Lopez V.P

**ACKNOWLEDGEMENT:**

STATE OF: NJ

COUNTY OF: Bergen

On this 18 day of January, 2010, personally came before me, _____, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and the same 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.

MILDRED E. VILES NOTARY PUBLIC NEW JERSEY

[signature]
Notary Public

NOTE: If a joint venture is followed, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix seal on back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

Date certified by the Port Authority as an SBE or MWBE: _____ (indicate which one).

## 2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

| NAME | TITLE | ADDRESS OF RESIDENCE (Do not give business address) |
|---|---|---|
| Cristina Lopez | President | Ex. 1 |
| Ricardo Lopez | Vice President | Ex. 1 |

PROCUREMENT
2018 AUG 18 PM 12:12

## 3. PRICING SHEET(S)

**Entry of Prices**

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s).

d. All Bidders are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Bidder is advised that the Port Authority may verify only that Bid or those Bids that it deems appropriate and may not check each and every Bid submitted for computational errors. In the event that errors in computation are made by the Bidder, the Port Authority reserves the right to correct any error and to recompute the Total Estimated Contract Price, as required, based upon the applicable Unit Price inserted by the Bidder, which amount shall govern in all cases.

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

g. The Contractor shall insert, if applicable to this Contract and indicated as required, the percentage increase or decrease of charges for the years following the first year of this Contract. The percentage increase or decrease for the years following the first year, shall be applied to the Estimated Annual Contract Price of the preceding year, to obtain the Estimated Annual Contract Price for each following year.

h. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year, including in the Estimated Annual Contract Price for the following years, if applicable, adjustments in the price due to a percentage increase or decrease for the years following the first year of the Contract to be inserted by the Bidder as described hereinbefore.

## CONTRACTOR'S PRICING SHEETS

## ROUTINE AND PERIODIC CLEANING-FIRST YEAR

| Building No. | Lump Sum Price First Year |
|---|---|
| Building 14 | $ _____ |
| Building 161 | $ _____ |
| Building 269 | $ _____ |
| Buildings 254/255 | $ _____ |
| Building 215 | $ _____ |
| Building 156 | $ _____ |
| Building 145 | $ _____ |
| Building 141 | $ _____ |
| Building 15 | $ _____ |
| Building 208 | $ _____ |
| Building 142 | $ _____ |
| Building 30 | $_____ |
| Building 36 | $_____ |

## CONTRACTOR'S PRICING SHEETS

## ROUTINE AND PERIODIC CLEANING-FIRST YEAR

| Building No. | Lump Sum Price First Year |
|---|---|
| Building 29 | $ _____ |
| Building 34 | $ _____ |
| Building 60 | $ _____ |
| Buildings 111 | $ _____ |
| Building 415 | $ _____ |

TOTAL FOR ALL BUILDINGS-FIRST YEAR $ _____

## CONTRACTOR'S PRICING SHEET
## FIRST YEAR

| | Estimated Annual Hours | X | Unit Price Per Hour | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| **First Year** | | | | | |
| Snow Removal | 2,000 | X | $____ | = | $_____ |
| Wash & Re-lamp Fixtures | 2,000 | X | $____ | = | $_____ |
| Cleaner/Utility Porters | 2,000 | X | $_____ | = | $_____ |

| | Estimated Annual Sq. Ft. | X | Unit Price Per Sq. Ft. | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Glass Wash and Rinse Green Garage Interior & exterior | 35,000 | X | $_____ | = | $_____ |
| Glass Wash and Rinse Blue Garage Interior & exterior | 20,000 | X | $_____ | = | $_____ |
| Red Garage Glass Wash and Rinse Interior and Exterior | 37,000 Sq. Ft. | X | $_____ | = | $_____ |
| Yellow Garage Glass Wash and Rinse Interior and Exterior | 28,000 Sq. Ft. | X | $_____ | = | $_____ |

**SNOW REMOVAL, WASH & RELAMP FIXTURES, UTILITY PORTERS AND GLASS WASH AND RINSE FIRST YEAR ESTIMATED CONTRACT PRICE** $ _____

## CONTRACTOR'S PRICING SHEETS
### Extraordinary Cleaning Services
### First Year

| | Estimated Annual Square Foot/Hour/Each | X | UnitPrice Per Square Foot/Hour/ Each | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Thorough Cleaning of Offices | 54,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning of Hallways & Corridors | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Refinish | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Machine Scrub | 25,000 Sq, Ft. | X | $_____ | = | $_____ |
| Shampoo + Extract | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Offices | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Lavatories Locker & Lunch Rms | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Hallways & Corridors | 15,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Sidewalks | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Snow Removal | 1,000 Hrs. | X | $_____ | = | $_____ |
| Utility Porters | 4,000 Hrs | X | $_____ | = | $_____ |
| Bonnett Shampoo | 150,000 Sq.Ft | X | $_____ | = | $_____ |
| Provide Supervisor | 500 Hrs | X | $_____ | = | $_____ |
| Glass Cleaning | 10,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash, Rinse, Relamp & Clean Light Fixtures | 200 Hrs | X | $_____ | = | $_____ |
| Wash, Rinse and Seal Ceramic Walls | 10,000 Sq. Ft. | X | $_____ | = | $_____ |
| Shampoo and Extract Wall Partitions | 5,000 Sq. Ft. | X | $_____ | = | $_____ |
| Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals | 5,000 Sq. Ft. | X | $_____ | = | $_____ |

## CONTRACTOR'S PRICING SHEETS
## Extraordinary Cleaning Services
## First Year

**EXTRAORDINARY CLEANING SERVICES**
**FIRST YEAR ESTIMATED CONTRACT PRICE** $_____

## CONTRACTOR'S PRICING SHEETS
## First Year

TOTAL FOR ALL BUILDINGS-FIRST YEAR $ _____

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE FIRST YEAR
ESTIMATED CONTRACT PRICE $ _____

EXTRAORDINARY CLEANING SERVICES
FIRST YEAR ESTIMATED
CONTRACT PRICE $_____

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR
(SUM OF THE ABOVE) $_____

## CONTRACTOR'S PRICING SHEETS

## ROUTINE AND PERIODIC CLEANING-SECOND YEAR

| Building No. | Lump Sum Price Second Year |
|---|---|
| Building 14 | $ _____ |
| Building 161 | $ _____ |
| Building 269 | $ _____ |
| Buildings 254/255 | $ _____ |
| Building 215 | $ _____ |
| Building 156 | $ _____ |
| Building 145 | $ _____ |
| Building 141 | $ _____ |
| Building 15 | $ _____ |
| Building 208 | $ _____ |
| Building 142 | $ _____ |
| Building 30 | $_____ |
| Building 36 | $_____ |

## CONTRACTOR'S PRICING SHEETS

## ROUTINE AND PERIODIC CLEANING-SECOND YEAR

| Building No. | Lump Sum Price Second Year |
|---|---|
| Building 29 | $ _____ |
| Building 34 | $ _____ |
| Building 60 | $ _____ |
| Buildings 111 | $ _____ |
| Building 415 | $ _____ |

TOTAL FOR ALL BUILDINGS-SECOND YEAR $ _____

## CONTRACTOR'S PRICING SHEET
## SECOND YEAR

| | Estimated Annual Hours | X | Unit Price Per Hour | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| **Second Year** | | | | | |
| Snow Removal | 2,000 | X | $_____ | = | $_____ |
| Wash & Re-lamp Fixtures | 2,000 | X | $_____ | = | $_____ |
| Cleaner/Utility Porters | 2,000 | X | $_____ | = | $_____ |

| | Estimated Annual Sq. Ft. | X | Unit Price Per Sq. Ft. | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Glass Wash and Rinse Green Garage Interior & exterior | 35,000 | X | $_____ | = | $_____ |
| Glass Wash and Rinse Blue Garage Interior & exterior | 20,000 | X | $_____ | = | $_____ |
| Red Garage Glass Wash and Rinse Interior and Exterior | 37,000 Sq. Ft. | X | $_____ | = | $_____ |
| Yellow Garage Glass Wash and Rinse Interior and Exterior | 28,000 Sq. Ft. | X | $_____ | = | $_____ |

**SNOW REMOVAL, WASH & RELAMP FIXTURES, UTILITY PORTERS AND GLASS WASH AND RINSE SECOND YEAR ESTIMATED CONTRACT PRICE** **$ _____**

## CONTRACTOR'S PRICING SHEETS
### Extraordinary Cleaning Services
### Second Year

| | Estimated Annual Square Foot/Hour/Each | X | UnitPrice Per Square Foot/Hour/ Each | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Thorough Cleaning of Offices | 54,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning of Hallways & Corridors | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Refinish | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Machine Scrub | 25,000 Sq, Ft. | X | $_____ | = | $_____ |
| Shampoo + Extract | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Offices | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Lavatories Locker & Lunch Rms | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Hallways & Corridors | 15,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Sidewalks | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Snow Removal | 1,000 Hrs. | X | $_____ | = | $_____ |
| Utility Porters | 4,000 Hrs | X | $_____ | = | $_____ |
| Bonnett Shampoo | 150,000 Sq.Ft | X | $_____ | = | $_____ |
| Provide Supervisor | 500 Hrs | X | $_____ | = | $_____ |
| Glass Cleaning | 10,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash, Rinse, Relamp & Clean Light Fixtures | 200 Hrs | X | $_____ | = | $_____ |
| Wash, Rinse and Seal Ceramic Walls | 10,000 Sq. Ft. | X | $_____ | = | $_____ |
| Shampoo and Extract Wall Partitions | 5,000 Sq. Ft. | X | $_____ | = | $_____ |
| Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals | 5,000 Sq. Ft. | X | $_____ | = | $_____ |

## CONTRACTOR'S PRICING SHEETS
## Extraordinary Cleaning Services
## Second Year

**EXTRAORDINARY CLEANING SERVICES**
**SECOND YEAR ESTIMATED CONTRACT PRICE** $_____

## CONTRACTOR'S PRICING SHEETS
### Second Year

TOTAL FOR ALL BUILDINGS-SECOND YEAR $ _____

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE SECOND YEAR
ESTIMATED CONTRACT PRICE $ _____

EXTRAORDINARY CLEANING SERVICES
SECOND YEAR ESTIMATED
CONTRACT PRICE $_____

ESTIMATED ANNUAL CONTRACT PRICE
SECOND YEAR

(SUM OF THE ABOVE) $_____

## CONTRACTOR'S PRICING SHEETS

## ROUTINE AND PERIODIC CLEANING-THIRD YEAR

| Building No. | Lump Sum Price Third Year |
|---|---|
| Building 14 | $ _____ |
| Building 161 | $ _____ |
| Building 269 | $ _____ |
| Buildings 254/255 | $ _____ |
| Building 215 | $ _____ |
| Building 156 | $ _____ |
| Building 145 | $ _____ |
| Building 141 | $ _____ |
| Building 15 | $ _____ |
| Building 208 | $ _____ |
| Building 142 | $ _____ |
| Building 30 | $_____ |
| Building 36 | $_____ |

**CONTRACTOR'S PRICING SHEETS**

**ROUTINE AND PERIODIC CLEANING-THIRD YEAR**

| **Building No.** | **Lump Sum Price Third Year** |
|---|---|
| Building 29 | $ _____ |
| Building 34 | $ _____ |
| Building 60 | $ _____ |
| Buildings 111 | $ _____ |
| Building 415 | $ _____ |

TOTAL FOR ALL BUILDINGS-THIRD YEAR $ _____

## CONTRACTOR'S PRICING SHEET
## THIRD YEAR

| | Estimated Annual Hours | X | Unit Price Per Hour | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| **Third Year** | | | | | |
| Snow Removal | 2,000 | X | $____ | = | $_____ |
| Wash & Re-lamp Fixtures | 2,000 | X | $____ | = | $_____ |
| Cleaner/Utility Porters | 2,000 | X | $_____ | = | $_____ |

| | Estimated Annual Sq. Ft. | X | Unit Price Per Sq. Ft. | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Glass Wash and Rinse Green Garage Interior & exterior | 35,000 | X | $_____ | = | $_____ |
| Glass Wash and Rinse Blue Garage Interior & exterior | 20,000 | X | $_____ | = | $_____ |
| Red Garage Glass Wash and Rinse Interior and Exterior | 37,000 Sq. Ft. | X | $_____ | = | $_____ |
| Yellow Garage Glass Wash and Rinse Interior and Exterior | 28,000 Sq. Ft. | X | $_____ | = | $_____ |

**SNOW REMOVAL, WASH & RELAMP FIXTURES, UTILITY PORTERS AND GLASS WASH AND RINSE THIRD YEAR ESTIMATED CONTRACT PRICE** $ _____

## CONTRACTOR'S PRICING SHEETS
### Extraordinary Cleaning Services
### Third Year

| | Estimated Annual Square Foot/Hour/Each | X | UnitPrice Per Square Foot/Hour/ Each | = | Total Estimated Contract Price |
|---|---|---|---|---|---|
| Thorough Cleaning of Offices | 54,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning of Lavatories/Locker Rooms/Lunch Rooms | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Thorough Cleaning of Hallways & Corridors | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Strip and Refinish | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Spray Buff | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Machine Scrub | 25,000 Sq, Ft. | X | $_____ | = | $_____ |
| Shampoo + Extract | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Offices | 50,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Lavatories Locker & Lunch Rms | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Hallways & Corridors | 15,000 Sq. Ft. | X | $_____ | = | $_____ |
| Police Sidewalks | 25,000 Sq. Ft. | X | $_____ | = | $_____ |
| Snow Removal | 1000 Hrs. | X | $_____ | = | $_____ |
| Utility Porters | 4,000 Hrs | X | $_____ | = | $_____ |
| Bonnett Shampoo | 150,000 Sq.Ft | X | $_____ | = | $_____ |
| Provide Supervisor | 500 Hrs | X | $_____ | = | $_____ |
| Glass Cleaning | 10,000 Sq. Ft. | X | $_____ | = | $_____ |
| Wash, Rinse, Relamp & Clean Light Fixtures | 200 Hrs | X | $_____ | = | $_____ |
| Wash, Rinse and Seal Ceramic Walls | 10,000 Sq. Ft. | X | $_____ | = | $_____ |
| Shampoo and Extract Wall Partitions | 5,000 Sq. Ft. | X | $_____ | = | $_____ |
| Machine Scrub and Rinse Floors and Apply Two (2) Coats of Seals | 5,000 Sq. Ft. | X | $_____ | = | $_____ |

## CONTRACTOR'S PRICING SHEETS
## Extraordinary Cleaning Services
## Third Year

**EXTRAORDINARY CLEANING SERVICES**
**THIRD YEAR ESTIMATED CONTRACT PRICE** **$_____**

## CONTRACTOR'S PRICING SHEETS
## Third Year

TOTAL FOR ALL BUILDINGS-THIRD YEAR $ _____

SNOW REMOVAL, WASH & RELAMP
FIXTURES, CLEANER UTILITY PORTERS AND GLASS WASH
AND RINSE THIRD YEAR
ESTIMATED CONTRACT PRICE $ _____

EXTRAORDINARY CLEANING SERVICES
THIRD YEAR ESTIMATED
CONTRACT PRICE $_____

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR
(SUM OF THE ABOVE) $_____

## CONTRACTOR'S PRICING SHEETS

ESTIMATED ANNUAL CONTRACT PRICE
FIRST YEAR

$_____

ESTIMATED ANNUAL CONTRACT PRICE
SECOND YEAR

$_____

ESTIMATED ANNUAL CONTRACT PRICE
THIRD YEAR

$_____

TOTAL ESTIMATED CONTRACT PRICE THREE YEARS $_____
(SUM OF THE ABOVE)

CALCULATION OF HOURLY RATE FORM

## INSTRUCTIONS FOR CALCULATION OF HOURLY RATE FORM

**Attached are the "Calculation of Hourly Rate" forms for the enumerated positions under this Contract, for the first year of the Base Term. The Bidder shall use these forms in support of the Wages and Supplemental Benefits Clause required under this Contract.**

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Cleaner

Year 1

| | | |
|---|---|---|
| ITEM #1 | $_____ item 1 | |
| DIRECT WAGES | | |
| NUMBER OF EMPLOYEES | _____ | |
| ITEM #2 | | |
| SUPPLEMENTAL BENEFITS | | |
| (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |
| ITEM #3 | | |
| TAXES AND INSURANCE | | |
| (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | $_____ | |
| N.Y.S.U.I. | $_____ | |
| F.U.I. | $_____ | |
| WORKERS' COMPENSATION | $_____ | |
| GENERAL LIABILITY INSURANCE | $_____ | |
| DISABILITY INSURANCE | $_____ | |
| OTHER TAXES AND INSURANCE | $_____ | |
| SPECIFY _____ | | |
| ITEM #4 | | |
| ADDITIONAL COMPONENTS | | |
| (IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $_____ | |
| UNIFORMS | $_____ | |
| EQUIPMENT | $_____ | |
| MATERIALS | $_____ | |
| SUPPLIES | $_____ | |
| RELIEF | $_____ | |
| ROLL CALL | $_____ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ | |
| SPECIFY _____ | | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ | |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ | |

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Cleaner

Year 2

| | | |
|---|---|---|
| ITEM #1 | $_____ item 1 | |
| DIRECT WAGES | | |
| NUMBER OF EMPLOYEES | _____ | |
| ITEM #2 | | |
| SUPPLEMENTAL BENEFITS | | |
| (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |
| ITEM #3 | | |
| TAXES AND INSURANCE | | |
| (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | $_____ | |
| N.Y.S.U.I. | $_____ | |
| F.U.I. | $_____ | |
| WORKERS' COMPENSATION | $_____ | |
| GENERAL LIABILITY INSURANCE | $_____ | |
| DISABILITY INSURANCE | $_____ | |
| OTHER TAXES AND INSURANCE | $_____ | |
| SPECIFY _____ | | |
| ITEM #4 | | |
| ADDITIONAL COMPONENTS | | |
| (IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $_____ | |
| UNIFORMS | $_____ | |
| EQUIPMENT | $_____ | |
| MATERIALS | $_____ | |
| SUPPLIES | $_____ | |
| RELIEF | $_____ | |
| ROLL CALL | $_____ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ | |
| SPECIFY _____ | | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ | |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ | |

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Cleaner

Year 3

ITEM #1 $_____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $_____ |
| N.Y.S.U.I. | $_____ |
| F.U.I. | $_____ |
| WORKERS' COMPENSATION | $_____ |
| GENERAL LIABILITY INSURANCE | $_____ |
| DISABILITY INSURANCE | $_____ |
| OTHER TAXES AND INSURANCE | $_____ |
| SPECIFY _____ | |

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |
| RELIEF | $_____ |
| ROLL CALL | $_____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ |
| SPECIFY _____ | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ |



PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Supervisor

Year 1

| | | |
|---|---|---|
| ITEM #1 | $_____ item 1 | |
| DIRECT WAGES | | |
| NUMBER OF EMPLOYEES | _____ | |
| ITEM #2 | | |
| SUPPLEMENTAL BENEFITS | | |
| (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |
| ITEM #3 | | |
| TAXES AND INSURANCE | | |
| (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | $_____ | |
| N.Y.S.U.I. | $_____ | |
| F.U.I. | $_____ | |
| WORKERS' COMPENSATION | $_____ | |
| GENERAL LIABILITY INSURANCE | $_____ | |
| DISABILITY INSURANCE | $_____ | |
| OTHER TAXES AND INSURANCE | $_____ | |
| SPECIFY _____ | | |
| ITEM #4 | | |
| ADDITIONAL COMPONENTS | | |
| (IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $_____ | |
| UNIFORMS | $_____ | |
| EQUIPMENT | $_____ | |
| MATERIALS | $_____ | |
| SUPPLIES | $_____ | |
| RELIEF | $_____ | |
| ROLL CALL | $_____ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ | |
| SPECIFY _____ | | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ | |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ | |

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Supervisor

Year 2

ITEM #1 $_____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $_____ |
| N.Y.S.U.I. | $_____ |
| F.U.I. | $_____ |
| WORKERS' COMPENSATION | $_____ |
| GENERAL LIABILITY INSURANCE | $_____ |
| DISABILITY INSURANCE | $_____ |
| OTHER TAXES AND INSURANCE | $_____ |
| SPECIFY _____ | |

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |
| RELIEF | $_____ |
| ROLL CALL | $_____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ |
| SPECIFY _____ | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ |

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Supervisor

Year 3

| | | |
|---|---|---|
| ITEM #1 | $_____ item 1 | |
| DIRECT WAGES | | |
| NUMBER OF EMPLOYEES | _____ | |
| ITEM #2 | | |
| SUPPLEMENTAL BENEFITS | | |
| (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |
| ITEM #3 | | |
| TAXES AND INSURANCE | | |
| (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | $_____ | |
| N.Y.S.U.I. | $_____ | |
| F.U.I. | $_____ | |
| WORKERS' COMPENSATION | $_____ | |
| GENERAL LIABILITY INSURANCE | $_____ | |
| DISABILITY INSURANCE | $_____ | |
| OTHER TAXES AND INSURANCE | $_____ | |
| SPECIFY _____ | | |
| ITEM #4 | | |
| ADDITIONAL COMPONENTS | | |
| (IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $_____ | |
| UNIFORMS | $_____ | |
| EQUIPMENT | $_____ | |
| MATERIALS | $_____ | |
| SUPPLIES | $_____ | |
| RELIEF | $_____ | |
| ROLL CALL | $_____ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ | |
| SPECIFY _____ | | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ | |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ | |

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Manager

Year 1

ITEM #1 $_____ item 1
DIRECT WAGES
NUMBER OF EMPLOYEES _____

ITEM #2
SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

| | | NUMBER OF DAYS PROVIDED |
|---|---|---|
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |

ITEM #3
TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

| | |
|---|---|
| F.I.C.A. | $_____ |
| N.Y.S.U.I. | $_____ |
| F.U.I. | $_____ |
| WORKERS' COMPENSATION | $_____ |
| GENERAL LIABILITY INSURANCE | $_____ |
| DISABILITY INSURANCE | $_____ |
| OTHER TAXES AND INSURANCE | $_____ |
| SPECIFY _____ | |

ITEM #4
ADDITIONAL COMPONENTS
(IF APPLICABLE)

| | |
|---|---|
| VEHICLE/MTCE/FUEL | $_____ |
| UNIFORMS | $_____ |
| EQUIPMENT | $_____ |
| MATERIALS | $_____ |
| SUPPLIES | $_____ |
| RELIEF | $_____ |
| ROLL CALL | $_____ |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ |
| SPECIFY _____ | |

GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $_____

TOTAL (ITEMS #1, 2, 3 AND 4) $_____



PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Manager

Year 2

| | | |
|---|---|---|
| ITEM #1 | $_____ item 1 | |
| DIRECT WAGES | | |
| NUMBER OF EMPLOYEES | _____ | |
| ITEM #2 | | |
| SUPPLEMENTAL BENEFITS | | |
| (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |
| ITEM #3 | | |
| TAXES AND INSURANCE | | |
| (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | $_____ | |
| N.Y.S.U.I. | $_____ | |
| F.U.I. | $_____ | |
| WORKERS' COMPENSATION | $_____ | |
| GENERAL LIABILITY INSURANCE | $_____ | |
| DISABILITY INSURANCE | $_____ | |
| OTHER TAXES AND INSURANCE | $_____ | |
| SPECIFY _____ | | |
| ITEM #4 | | |
| ADDITIONAL COMPONENTS | | |
| (IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $_____ | |
| UNIFORMS | $_____ | |
| EQUIPMENT | $_____ | |
| MATERIALS | $_____ | |
| SUPPLIES | $_____ | |
| RELIEF | $_____ | |
| ROLL CALL | $_____ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ | |
| SPECIFY _____ | | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ | |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ | |

BIDDER NAME: _____ BID NUMBER _____

# CALCULATION OF HOURLY RATE

Manager

Year 3

| | | |
|---|---|---|
| ITEM #1 | $_____ item 1 | |
| DIRECT WAGES | | |
| NUMBER OF EMPLOYEES | _____ | |
| ITEM #2 | | |
| SUPPLEMENTAL BENEFITS | | |
| (ITEMS NOT REQUIRED BY LAW) | | NUMBER OF DAYS PROVIDED |
| HOLIDAY ALLOWANCE | $_____ | _____ |
| VACATION ALLOWANCE | $_____ | _____ |
| SICK TIME ALLOWANCE | $_____ | _____ |
| HEALTH | $_____ | |
| PENSION | $_____ | |
| WELFARE | $_____ | |
| OTHER SUPPLEMENTAL BENEFITS | $_____ | |
| SPECIFY _____ | | |
| SUB TOTAL (ITEMS #1 & 2) | $_____ sub total 1&2 | |
| ITEM #3 | | |
| TAXES AND INSURANCE | | |
| (ITEM REQUIRED BY LAW) | | |
| F.I.C.A. | $_____ | |
| N.Y.S.U.I. | $_____ | |
| F.U.I. | $_____ | |
| WORKERS' COMPENSATION | $_____ | |
| GENERAL LIABILITY INSURANCE | $_____ | |
| DISABILITY INSURANCE | $_____ | |
| OTHER TAXES AND INSURANCE | $_____ | |
| SPECIFY _____ | | |
| ITEM #4 | | |
| ADDITIONAL COMPONENTS | | |
| (IF APPLICABLE) | | |
| VEHICLE/MTCE/FUEL | $_____ | |
| UNIFORMS | $_____ | |
| EQUIPMENT | $_____ | |
| MATERIALS | $_____ | |
| SUPPLIES | $_____ | |
| RELIEF | $_____ | |
| ROLL CALL | $_____ | |
| OTHER COMPONENTS NOT SPECIFIED ABOVE | $_____ | |
| SPECIFY _____ | | |
| GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT | $_____ | |
| TOTAL (ITEMS #1, 2, 3 AND 4) | $_____ | |

## PART V – SPECIFICATIONS, TABLE OF CONTENTS


PART V – SPECIFICATIONS, TABLE OF CONTENTS ..... 1
1. Specific Definitions ..... 3
2. Work Required by the Specifications ..... 3
3. Wages and Supplemental Benefits ..... 4
4. Health Benefits for Full-Time Employees ..... 7
5. Periodic Cleaning ..... 8
6. Management and Supervision ..... 9
7. Personnel Requirements ..... 11
8. Materials, Supplies and Equipment ..... 11
9. Approval of Equipment, Materials and Supplies ..... 13
10. Uniforms ..... 14
11. Breakdown, Malfunction or Damage ..... 15
12. Contractor's Vehicles - Parking – Licenses ..... 15
13. Trash Removal ..... 15
14. Scheduling of Work ..... 16
15. Space Provided to the Contractor ..... 17
16. Inclement Weather Requirements - Snow Removal ..... 17
17. Safety Provisions ..... 18
18. Extraordinary Cleaning Services ..... 19
19. Utility Porters ..... 19
20. Extraordinary Cleaning Services – Supervisor ..... 19
21. Keys and Security ..... 19
22. Staffing ..... 20
23. Saturday, Sunday, Holidays ..... 21
24. Water Coolers ..... 22
25. Scope Of Work - Procedures ..... 24
26. Periodic Cleaning Codes ..... 26
27. Howard Beach Station Periodic Cleaning ..... 27
28. Bldg 145 Extension Periodic Cleaning ..... 28
29. Bldg. 145A' Periodic Cleaning ..... 30
30. Bldg156FA Periodic Cleaning ..... 32
31. Bldg.141A Periodic Cleaning ..... 33
32. Bldg142A Periodic Cleaning ..... 34
33. Bldg 15A Periodic Cleaning ..... 35
34. Bldg 156 PA Periodic Cleaning ..... 36
35. Bldg 269A Periodic Cleaning ..... 36
36. Bldg 2545 A Periodic Cleaning ..... 38
37. Bldg 14A Periodic Cleaning ..... 40
38. Bldg 145STA Periodic Cleaning ..... 41
39. Bldg 14B Periodic Cleaning ..... 42
40. Bldg 156C Periodic Cleaning ..... 53
41. Building 14 ..... 54
42. Building 161 ..... 56
43. Building 269 ..... 57
44. Buildings 254 And 255 ..... 58

45. Building 215 ..... 59
46. Building 156 ..... 60
47. Building 145 ..... 61
48. Building 60 ..... 62
49. Building 141 ..... 63
50. Building 15 ..... 64
51. Building 208 ..... 65
52. Building 142 ..... 66
53. Green Parking Garage-Building 30 ..... 67
54. Blue Parking Garage-Building 36 ..... 68
55. Red Parking Garage-Building 34 ..... 68
56. Yellow Parking Garage-Building 29 ..... 68
57. Terminal 4-Travelers Aid ..... 69
58. Building 111 ..... 69
59. Howard Beach Air Train Terminal Building # 415 ..... 70

## PART V – SPECIFICATIONS

### 1. Specific Definitions

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

"Facility" shall collectively mean designated areas at the Port Authority John F. Kennedy International Airport.

The terms "Manager" or "Facility Manager" shall mean the Port Authority Manager of John F. Kennedy International Airport or his duly appointed representative.

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, odors from any and all surfaces to the satisfaction of the Manager.

The term "Full-Time Employee (F.T.E.)" shall mean a Contractor's employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hour requirement.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that although the specified work may not need to be performed on a daily basis at the discretion of the Facility Manager, the Contractor shall perform the specified cleaning service when the area, surfaces or items do not meet the definition of "clean" hereunder

### 2. Work Required by the Specifications

These Specifications relate generally to the performance of general cleaning services and limited snow removal in Port Authority operated spaces at John F. Kennedy International Airport, located in the State of New York and all designated areas, buildings and properties associated therewith. These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding sentence.

In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

## 3. Wages and Supplemental Benefits

**A.** Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Cleaner/Utility Porter, and other administrative personnel performing such duties exclusively.

2) "Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plans are not included as wages.

3) "Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included as Supplemental Benefits.

4) "Non-overtime Hours Worked" shall mean the straight-time hours actually worked by Employees under this contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

5) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

**B.** Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wage and fair and reasonable Supplemental Benefits for each employee in each category as set forth below.

Minimum Hourly Wage.

Year One

Cleaner/ Utility Porter- $11.64 (per hour)

Supervisor- $17.18 (per hour)

Year Two

Cleaner/ Utility Porter- $11.99 (per hour)

Supervisor- $17.69 (per hour)

Year Three

Cleaner/ Utility Porter- $12.35 (per hour)

Supervisor- $18.22 (per hour)

The Contractor shall provide in the first year of the contract the following salaries for the categories of management employees called for in this contract. Such salaries are exclusive of supplemental benefits as defined herein

Resident Manager

Year One - $48,392

Year Two - $49,195

Year Three - $51,293

D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Minimum Hourly Wage for employees holding the positions of Cleaner /Utility Porter, Resident Manager and Supervisor shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee hourly Wages higher than the Minimum Hourly Wage hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wage per job title, set forth above, allows the Contractor to pay or provide some of its employees hourly Wages that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

**F.** Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

**G.** The Contractor shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have 15 business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the wages and supplemental benefits provisions of this contract.

**H.** Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I, attached hereto and made a part hereof.

**I.** In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages set forth herein (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's employees who have not been paid the proper wages (or to the Port Authority for retention by the Port Authority

until such time as the Contractor's employees are paid), or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

**J.** In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment(s) due to the Contractor under this Contract.

**K.** If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

**4. Health Benefits for Full-Time Employees**

A. Definition:

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

1) Health benefits shall be provided to Employees and their families.

2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:

i. up to and including family coverage, as applicable

ii. inpatient hospital services

iii. outpatient surgical facility

iv. emergency room services

v. prenatal services

vi. well visits/immunizations/routine visits for illness

vii. prescription drug benefit

3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.

4) The Contractor shall demonstrate to the satisfaction of the Port Authority that health benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees:

   i. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;

   ii. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

   iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

5) Health Benefits shall be provided to Full Time Employees and their families no later than thirty (30) days from the first date of Employee performance under the Contract.

6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.

7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

## 5. Periodic Cleaning

The Exhibits, attached hereto and made a part of these Specifications enumerates those routines at the Site of the Work which are to be cleaned hereunder on a routine basis, as well as those cleaning services that are to be provided by the Contractor on a regularly scheduled (periodic) basis. Such areas shall be cleaned in the manner and at the times and frequencies set forth in the Exhibits, or other hours designated by the Manager.

Where the Exhibits of these Specifications set forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications

Subject to the provisions of the immediately preceding paragraph, with respect to the terms "Frequency of Cleaning" as set forth in the Exhibits, the following shall apply:

1x year-Items marked "1 x yr." shall be cleaned once each year but the Contractor shall allow at least 300 days but not more than 360 days to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

3 x year - Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall allow at least 3 calendar months to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year, but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 56 calendar days and no more than 60 calendar days to elapse between cleanings and at least 4 calendar days to elapse between cleaning so marked and other cleaning services required in the same area.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

26 x year - Items marked "26x yr." shall be cleaned every other week, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

52 x year - Items marked "52 x yr." shall be cleaned once each week, but the Contractor shall allow at least 4 calendar days but no more than 7 calendar days to elapse between cleanings

**6. Management and Supervision**

A. The Contractor shall assign a Resident Manager whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays and at such other times as the Manager may require. However, the Port Authority reserves the right to change or rotate the work schedule on an as needed basis to reflect changing job situations.

The Resident Manager so assigned shall serve as the Contractor's representative at the Site of the Work and shall have day-to-day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed; overall supervision of assigned staff, scheduling of Work, ordering of equipment, material and supplies and training of employees. The Contractor's Resident Manager shall also be available to the Manager at such times as the Manager may require, to discuss

any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the Manager may wish to transmit.

The Contractor shall also supply clerical support for this Contract whose duties shall consist of, but not be limited to, timekeeping, ordering of supplies, payroll functions and other clerical duties as necessary. Such clerical support shall be a maximum of twenty (20) hours per week.

The Contractor shall also assign sufficient supervisory staff, but in no event less than one Supervisor for Routine Cleaning and one Supervisor for Periodic Cleaning during all times in which such cleaning is performed. The presence of the Routine Cleaning Supervisor at the Site of the Work will be required daily, twenty-four (24) hours per day, seven (7) days per week, Monday through Sunday, including holidays.

A supervisor for Periodic Cleaning shall be present at the Site of Work whenever periodic cleaning shall be performed.

These supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder and they shall not be assigned to the performance of administrative tasks.

B. No Resident Manager or supervisor assigned hereunder shall directly perform the cleaning and janitorial services required by this Contract or any clerical duties except for those approved by the Manager.

C. All Resident Managers and supervisors assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.

D. The Manager shall have the right to approve any Resident Manager or supervisor proposed by the Contractor for assignment hereunder.

E. All Resident Managers and supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Manager with such proof of prior experience, including references, as the Manager may request. The Contractor shall also provide the Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five years prior experience with respect to such individual.

F. The Contractor's Resident Manager or duly authorized representative shall be available at those times specified, to the Facility Manager, or duly authorized representative, for prompt attention to and compliance with orders, instructions,

directions and information written or orally given regarding the performance of work specified in the Agreement and for inspection tours of the premises.

G. Primary residence telephone numbers and alternate phone numbers shall be made available to the Manager for the Resident Manager and Supervisors.

H. The cost for the Resident Manager, Clerical Staff and all such supervisors shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

**7. Personnel Requirements**

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, the Contractor shall immediately take such actions as is necessary to assure that the Contract is performed in full accordance with the requirements hereof.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten Kennedy Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. All employees to be performing under this contract will not be allowed to perform any of the Work unless such personnel have been approved, in advance, by the Authority upon the successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Authority at the Facility.

The Contractor will be required to train all its personnel in the proper handling of blood and blood products as mandated by OSHA in Blood borne Pathogens Standard 29CFR 1910.1080 and to supply material, equipment and cleanup kits for blood and blood products at the Facility to include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution.

All Contractor's employees performing Work required hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff.

**8. Materials, Supplies and Equipment**

A. The contract shall have the following items of equipment, at a minimum, at the facility for the performance of the work.

- Tandem Trailer 375 gallon water tank with power washer mounted to trailer, power washer to generate hot water at 3500 psi at a minimum
- 1 backpack gas powered blower

- 8 gas powered 2 stage snow blowers
- 8 walk behind spreaders with rotary tires deflector shields and 100 lbs capacity
- 2 steam cleaners (Mondo Vap model 2400) or approved equal
- 1 Tennant ride on triple action scrubber model T-15 or approved equal
- 1 Tennant ride on triple action scrubber model 7100 or approved equal
- 1 trailer to transport all equipment .
- 3 walk behind buffing/burnishing machines
- 1 walk behind battery powered triple action machine
- 10 electric carpet vacuums with Hepa filters
- 2 backpack electric vacuums with Hepa filters

Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, floor scrubbers, polishers (commonly known as single action floor machines)power jet washers, snow blowers, deicer- spreaders, snow shovels, wet/dry vacuums, battery operated triple action machines, high impact extraction machine (for use on carpets, furniture and partitions).

B. Materials and supplies to be provided by the Contractor hereunder shall include but not be limited to detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, plastic bags, polishes, sponges, graffiti, glue removal products, and walk off mats. For possible blood and blood product cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste.

C. Furthermore, the Contractor shall stock and refill, as necessary, dispensers or containers for liquid or powdered soap, paper towels, toilet tissue, sanitary napkins and tampons, sanitary napkin disposal bags and toilet seat covers which are located in the lavatories and other areas to be cleaned hereunder. In addition, the Contractor shall maintain and repair all such dispensers and containers so as to keep same in full working order.

D. Should the Manager determine that any such dispenser or container is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, he shall be reimbursed for the purchase price of the replacement provided that he has supplied a receipt for such purchase to the Manager.

The Contractor shall obtain the Manager's approval of the type, number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work.

E. The Contractor shall retain any revenues derived from the sale of sanitary napkins and tampons; however, the price for each such item shall be subject to

the approval of the Manager and, until further notice, shall not exceed $ .50 per item unless otherwise authorized by the Manager.

F. The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.

G. The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

H. The Contractor shall replace as necessary all cartridges and batteries used in the Automatic Odor Counteracting Dispenser Units located in all lavatories covered in this Contract. Batteries will be supplied by the Port Authority.

I. The Port Authority shall supply all fluorescent tubes and other bulbs necessary for re-lamping.

J. The Contractor shall supply Nextel or Port Authority-approved equal cell phones/two way communication devices for the Resident Manager, supervisory personnel, outside building policing staff and other staff as directed by the Port Authority. The cell phones/ communication devices shall be worn by said personnel at all times while on the premises.

K. The Contractor shall furnish, install and maintain a date/stamp/time clock in Building 14.

L. Daily time cards shall be required for all personnel at the beginning of each shift.

M. The Contractor shall furnish a commercial fax machine, a personal computer and commercial copier for their office and their use at Building 14. No separate compensation shall be due the Contractor from the Port Authority for this equipment.

N. All scaffolding used under this Contract shall be in compliance with OSHA.

O. The Contractor shall have a scissor lift (height of 20') and a means of transporting the lift to various locations.

**9. Approval of Equipment, Materials and Supplies**

Only equipment, materials and supplies approved in advance by the Manager shall be used by the Contractor in performing the Work required hereunder. The equipment, materials and supplies which are currently approved for use are set forth in the "Port Authority Approved Products List - Environmental Protection Supplies." in "Attachment A" This list may be revised periodically and the Contractor shall be responsible for obtaining all updated listings from the Manager's office.

All equipment, materials and supplies used in the performance of Work required hereunder shall be used in accordance with their manufacturer's instructions.

**10. Uniforms**

The Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder which shall be worn at all times during which such Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employees name which shall be subject to the Manager's approval and shall be worn at all times by all Contractor employees while at the Site of Work.

The Contractor agrees that its employees will present a neat clean and orderly appearance at all times, and that the Contractor will supply the Contractor's employees with sufficient uniforms to comply with said requirements. The Contractor will also be responsible for ensuring that its employees are wearing shoes, gloves and rain gear that are appropriate for the tasks performed. Personal clothing shall not be worn in any manner as will cover any part of the uniform.The contractor shall supply each employee with at least two changes of uniform per week.

The Contractor shall supply "Parka" coats with hoods, boots and water proof gloves to all of its employees required to perform any function outdoors relating to this Contract during the months of November through April during each year of this Contract.

Wearing of any type of head gear inside the building is forbidden unless it is part of the Contractor issued uniform. Head gear/caps must be worn in an appropriate manner as approved by the Manager.

The Contractor will be granted a thirty (30) day grace period at the start of the Contract to ensure that his employees are attired in proper uniform. Any employee assigned to perform Work after such grace period has expired must be attired as required under this clause within fifteen (15) days after being so assigned.

The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes and the exercise of this right shall not limit the obligation of the Contractor to perform the Work or to furnish any required number of employees at a specific location at the Site of the Work as specified

## 11. Breakdown, Malfunction or Damage

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be cleaned or serviced hereunder, he shall advise the Manager and shall place such "Out of Order" or warning signs as are appropriate

## 12. Contractor's Vehicles - Parking – Licenses

Any vehicles required for use under this Contract shall be for the exclusive use for this Port Authority Contract and shall not be removed from the Facility for any purpose except for maintenance without the permission of the Manager.

The Contractor shall be required to have the following vehicles for the performance of the work:

| | |
|---|---|
| 2 | Mini vans or approved equal Passenger capacity of 7 |
| 3 | 6 passenger crew cab pickup trucks with power lift gates |
| 1 | 12 passenger full size van . |

All vehicles shall be mechanically sound and in safe operating condition. The operators of the Contractors vehicle shall maintain valid drivers licenses issued by the States of New York or New Jersey.

The Authority shall permit the Contractor to park such vehicles in such area or areas at the Site of the Work as the Manager may, from time to time designate. The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization.

The Contractor shall comply with such rules, regulations and procedures as are in force and such existing reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facilities or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager.

Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. Each vehicle used in the performance of Work required hereunder shall display, at all times, a license plate issued by the Authority attesting to successful completion of such Port Authority inspection.

## 13. Trash Removal

All garbage, debris and other waste materials arising out of or in connection with the Contractor's operations hereunder shall be placed in the appropriate dumpster or compactor provided by the Port Authority, at a location at the Site of the Work to be designated by the Port Authority, for collection and removal by others. No such garbage, debris or other waste materials shall be permitted to be thrown, discharged or disposed of into or upon any land areas or waterways surrounding or bounding the Facility.

The Port Authority has a source separation recycling program in effect. The Contractor will be required to pick-up and transport certain designated recyclable materials to various dumpsters/containers throughout the Facility to conform to recycling requirements. All lids/covers of dumpsters must be closed when not in use. Such dumpster/container shall be supplied by the Port Authority.

**14. Scheduling of Work**

A. The Contractor shall, during the term of this Contract, with respect to Work covered by these Specifications submit to the Manager a written report generated by computer as herein described, setting forth the Contractor's advance scheduling for each three month period of the Contract, this report shall include the Work scheduled by the Contractor to be accomplished during said three month period, and the dates and time of day when such Work will be done, subject to the approval of the Manager. The first such report covering the first three months of this Contract shall be submitted by the Contractor within ten (10) days prior to the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty (20) days prior to the commencement of each such three month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three month period, but no changes shall be made without the prior approval of the Manager.

   All invoices and schedules must clearly indicate the appropriate line items on the Contractor's Price sheet.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action.

   Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

C. The Contractor hereby further agrees to furnish to the Authority from time to time such other written reports in connection with its operations hereunder as the

Authority may deem necessary or desirable in connection with the Authority's responsibility as the operator of the Facility.

D. In order to accommodate facility operations, the starting times of each eight (8) hour tour shall be subject to change by the Manager upon written notice to the Contractor.

**5. Space Provided to the Contractor**

The Authority will furnish the Contractor with exclusive locker space and non-exclusive lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. The Contractor assumes the risk of loss or damage to these. Said facilities and space shall be designated by the Manager and may be changed at any time. Janitorial closets are to be kept cleaned and locked at all times.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

**16. Inclement Weather Requirements - Snow Removal**

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice, or sleet from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include, but shall not be limited to, sidewalks, building entrances and pedestrian crosswalks. Exterior areas will not include snow removal from actual roadways, parking lots or aeronautical areas.

At the request of the Manager, snow which is so removed shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of

services required under this clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the appropriate Price Per Hour as same is set forth in the Contractor's Price sheets. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal are no longer needed.

In addition to the materials, supplies and equipment referred to in S8 of this Section, the Contractor shall further provide all snow shovels, snow blowers, brooms, ice choppers, deicer spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment shall be secured and stored at the Facility at a location provided by the Port Authority, but the Contractor assumes risk of loss or damage thereto.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit tour usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the tour covered.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the hourly charge for Snow Removal quoted by the Contractor as it appears in the "Contractor's Pricing Sheets."

**17. Safety Provisions**

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

The Contractor shall obtain and display at the place of work one copy of the Material Safety Data Sheet (MSDS) conforming to the requirements of Federal Regulations 29 CFR 1910.1200(g) for each chemical utilized for work on this Contract.

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program

which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and Blood borne Pathogen Standards and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall hold a monthly safety meeting for all employees covered under this contract. All costs associated with this meeting shall be borne by the Contractor and no compensation shall be made by the Port Authority. Such meeting shall be held on the second Friday of each month. The Contractor shall provide the Manager with a sign-in sheet of the employees who attended the meeting

**18. Extraordinary Cleaning Services**

At the verbal request of the Manager, followed by a written confirmation, the Contractor shall perform those extraordinary cleaning services at the unit prices inserted by the Bidder in the attached Contractor's Price Sheet for "Extraordinary Cleaning Services". "Extraordinary Cleaning Services" shall not include the repetition of prior work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. Such Work shall include service in additional areas. "Extraordinary Cleaning Services" work performed at frequencies beyond the minimum set forth herein shall also include when the Manager determines that such additional services are required due to special events or other circumstances out of the ordinary

**19. Utility Porters**

The Contractor shall supply upon one (1) business days notice from the Port Authority, employees herein called "Utility Porters" whose duties shall consist of the setting up and breaking down of meeting rooms, moving of furniture and boxes post construction clean up and other associated tasks. The employees supplied for this item of work shall be familiar with basic hand tools. The cost of all labor, transportation, uniforms and all other costs associated with this item shall be included in the hourly charge

**20. Extraordinary Cleaning Services – Supervisor**

The Contractor shall supply upon one (1) business day's notice a supervisor to supervise either the Utility Porters or Extraordinary Cleaning Services as determined by the Port Authority. Such supervisor hourly rate shall include the cost of transportation, labor, materials and all other things associated therewith.

**21. Keys and Security**

All keys required by the Contractor for the performance of this contract will be

supplied by the Port Authority. The Contractor shall inventory and sign for said keys.

The Contractor shall be responsible for any lost or misplaced keys, and if required by the Manager, shall duplicate keys, change the lock and lock cylinders at the Contractor's expense. When the Contractor is required to do the above, it shall be done as expeditiously as possible, to maintain the security required at the facility.

All keys are sole property of the Port Authority and will be returned to the Manager upon termination of this contract for whatever cause.

## 22. Staffing

The Contractor shall have the following staff physically present and engaged in the performance of the work as described herein

**Stations**
**Monday to Friday**

| A Tour | 11:00 PM X 7:30 AM | | |
|---|---|---|---|
| Building 14 | 4 cleaners | 2 matrons | 6 Total |
| Building 145 | 1 cleaner | | 1 Total |
| Building 269 | 1 cleaner | 1 matron | 2 Total |
| Building 156 | 1 cleaner | | 1 Total |
| Howard Beach Terminal | 1 cleaner | | 1 Total |
| Roving for 141, 15, 111 | 1 cleaner | (ROVER) | 1 Total |
| Periodic Crew | 3 cleaners | | 3 Total |
| | | **Total Shift Cleaners** | **15** |
| **1 Cleaning Supervisor** | | **Total Office Staff** | **2** |
| 1 Periodic Crew Supervisor | | Full Shift Total | 17 |

| B Tour | 7:00 AM X 3:30 PM | | |
|---|---|---|---|
| Building 14 | 2 cleaners | 1 matrons | 3 Total |
| Building 145 | 1 cleaner | | 1 Total |
| Building 269 | 1 cleaner | 1 matron | 2 Total |
| Building 156 | 1 cleaner | (11:30AM X 8PM) | 1 Total |
| Building 254/255 | 1 cleaner | | 1 Total |
| Garages (29,30,34,36) | 1 cleaner | | 1 Total |
| Howard Beach Terminal | 1 cleaner | | 1 Total |
| Auto Shop/Stockroom | 1 cleaner | (11:30AM X 8PM) | 1 Total |
| Buildings 161,208,15,111 | 1 cleaner | (ROVER) | 1 Total |
| Buildings 141,142,215 | 1 cleaner | (ROVER) | 1 Total |
| | | **Total Shift Cleaners** | **13** |
| **1 Manager** | | **Total Office Staff** | **3** |
| 1 Cleaning Supervisor | | Full Shift Total | 16 |
| **1 Clerical** | | | |

| | | | |
|---|---|---|---|
| C Tour | 3:00 PM X 11:30 PM | | |
| Building 14 | 1 cleaner | 1 matron | 2 Total |
| Building 145 | 1 cleaner | | 1 Total |
| Building 269 | 1 cleaner | 1 matron | 2 Total |
| Howard Beach Terminal | 1 cleaner | | 1 Total |
| Buildings 141,142,15 | 1 cleaner | (ROVER) | 1 Total |
| Buildings 60,111,254, 50A- Travelers Aid Offices | 1 cleaner | (ROVER) | 1 Total |
| | | **Total Shift Cleaners** | **8** |
| **1 Cleaning Supervisor** | | **Total Office Staff** | **1** |
| | | Full Shift Total | 9 |

**23. Saturday, Sunday, Holidays**

**A Tour 11:00 PM X 7:30 AM**

| | | | |
|---|---|---|---|
| Building 14 | 1 cleaner | 1 matron | 2 Total |
| Building 145 | 1 cleaner | | 1 Total |
| Building 269 | 1 cleaner | 1 matron | 2 Total |
| Building 156 | 1 cleaner | | 1 Total |
| Howard Beach Terminal | 1 cleaner | | 1 Total |
| Roving for 141,15,111,254 | 1 cleaner | (ROVER) | 1 Total |
| | | **Total Shift Cleaners** | **8** |
| **1 Cleaning Supervisor** | | **Total Office Staff** | **1** |
| Full Shift Total | 9 | | |

| | | | |
|---|---|---|---|
| B Tour | 7:00 AM X 3:30 PM | | |
| Building 14 | 1 cleaner | 1 matrons | 2 Total |
| Building 145 | 1 cleaner | | 1 Total |
| Building 269 | 1 cleaner | 1 matron | 2 Total |
| Building 254/255 | 1 cleaner | | 1 Total |
| Building 156 | 1 cleaner | (11:30AM X 8 PM) | 1 Total |
| Garages (29,30,34,36) | 1 cleaner | | 1 Total |
| Howard Beach Terminal | 1 cleaner | | 1 Total |
| Buildings 15,141,208,215 | 1 cleaner | (ROVER) | 1 Total |
| | | **Total Shift Cleaners** | **10** |
| **1 Cleaning Supervisor** | | **Total Office Staff** | **1** |
| Full Shift Total | 11 | | |

| | | | |
|---|---|---|---|
| C Tour | 3:00 PM X 11:30 PM | | |
| Building 14 | 1 cleaner | 1 matron | 2 Total |
| Building 145 | 1 cleaner | | 1 Total |
| Building 269 | 1 cleaner | 1 matron | 2 Total |
| Howard Beach Terminal | 1 cleaner | | 1 Total |

| | | | |
|---|---|---|---|
| Buildings 141,15,111,254 | 1 cleaner | (ROVER) | 1 Total |
| 50A- Travelers Aid Offices | | | |
| | | **Total Shift Cleaners** | 7 |
| **1 Cleaning Supervisor** | | **Total Office Staff** | 1 |
| | | **Full Shift Total** | **8** |

**24. Water Coolers**

## STANDARD PROCEDURE FOR PERIODIC INTERNAL CLEANING SANITIZING AND BOTTLE REPLACEMENT OF BOTTLED WATER COOLERS

**Important:** This procedure should only be used to clean the cold water well and cold water spigot. Do not run the bleach solution through the hot water tank and spigot.

**Materials required:**

1. Clean rubber gloves and goggles.
2. Paper towels.
3. Clean dish type scrub brush, with a long handle to reach the bottom of the reservoir. **Note:** Never use steel wool, Brillo or other abrasives on the reservoir.
4. Measuring spoon, one tablespoon volume.
5. Bucket or pail that contains one gallon markings.
6. Container of cleaning solution (two tablespoons of bleach to 1 gallon of water).

**INTERNAL CLEANING AND SANITIZING**

1. Disconnect electric power to unit.

2. Remove empty water bottle from cooler.

3. Drain all water from cooler.

4. Put on goggles and rubber gloves. Into a clean plastic pail add 2 tablespoons of bleach to 1 gallon of water. Fill the reservoir with the cleaning solution. Brush the inside of the cooler well with the bleach solution to remove all stains, debris, algae, and other foreign substances.

5. Draw one cup of water from the cold water tap.

6. Allow remaining solution to stay in cooler well and cold water line for at least five minutes before draining the solution out completely into the bucket.

7. After draining the solution from the unit, rinse unit by filling the well with plain bottled water.

8. Fill cooler with clean water from a new bottle.

9. Drain off approximately 1/2 gallon of water through the cold water spigot.

10. Drain off a cup of water - check for odor of bleach - if present, repeat step number 9. repeat steps 9 and 10 until there is no odor of bleach.

11. Connect electric power to unit.

## BOTTLE REPLACEMENT

1. Wash hands with warm water and soap.

2. Moisten a paper towel with water and wipe the reservoir contact portion of the new bottle to prevent contamination from being introduced into the reservoir of the cooler. Rewipe the reservoir contact portion of the bottle with a dry paper towel.

3. While avoiding hand contact with the cleaned area, install new bottle into the reservoir.

**Occupational Health Division**
**Revised 7/98**

## 25. Scope Of Work - Procedures

The following Work, shall be performed by the Contractor under this Contract, as specified herein.

### 1. Policing Procedures:

Policing of lavatories and locker rooms shall consist of the following: the removal of all trash, emptying and relining of all trash containers and the removal of the waste to proper containers, damp wiping and sanitizing wash basins, commodes, urinals, and adjacent chrome fixtures, refilling all dispensers as necessary, the prompt removal of wet spills and the spot washing of all glass and vertical and horizontal surfaces as necessary.

Policing of offices, corridors, stairwells, lobbies, elevators, and vestibules shall consist of the following as a minimum: removal of gum and all trash and litter from floors and stairs in all assigned areas. Complete wet mopping and sanitizing is to be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles are to be emptied, relined and cleaned as necessary. Drinking fountains are to be cleaned and sanitized once per shift. Damp wipe fingerprints, smears and soil spots from all horizontal and vertical surfaces as necessary.

Policing of lunch rooms, break rooms and reserve rooms shall consist of the following as a minimum: the removal of all gum, trash and litter from the floor. Emptying and relining of all trash containers and the removal of this material to the proper containers. Complete wet mopping and sanitizing is to be performed as soon as made necessary by sickness, spillage, leaks, etc.

Policing of the exterior shall consist of the following as a minimum: removal of gum and all trash and litter to the curb line.

Spot relamping shall be done as necessary.

### 2. Thorough Cleaning Procedures

#### A. Offices

Thorough cleaning of offices shall consist of the following as a minimum: vacuum all carpeted floors, and wet mop all non-carpeted floors. Empty, damp wipe and reline all wastebaskets and recycling bins and dispose of in appropriate area. Dust or vacuum as necessary, all horizontal and vertical surfaces. Spot wash, as necessary, all furniture, fixtures, glass and trash baskets. Wash down the exteriors of all refrigerators. Vacuum all sofas and chairs as necessary. Spot remove all stains from carpets and fabric partitions. All furniture, as appropriate, shall be polished. Wash and sanitize water coolers twice per year as per Port Authority specifications as set forth herein and replace bottled water as needed. Clean and

sanitize all telephone units.

**B. Lavatories and Locker Rooms**

The thorough cleaning of lavatories and locker rooms shall consist of the following as a minimum: refilling all liquid and powdered soap, towel, tissue and sanitary napkin dispensers, removal and disposal of all trash, damp wiping, sanitizing and relining of trash receptacles, dispensers, the washing and sanitizing of all interior and exterior surfaces of showers, commodes, urinals and wash basins, the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter top, the washing of all wall surfaces and ceilings as necessary, the cleaning of all mirrors, partitions, doors and wainscoting and the wet mopping and rinsing of all floor areas. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and wet mopping operations.

**C. Vestibules, Lobbies, Corridors and Stairwells**

Thorough cleaning of vestibules, corridors, lobbies, elevators and stairwells consist of wet mopping all floor and stair surfaces. Dust and damp-wipe handrails, spot-wash door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from entrance and lobby glass.

**D. Lunch and Break Rooms**

Thorough cleaning of the lunch and break rooms shall consist of the following: wet mopping of all floors, damp wiping of all chairs, tables and counters, dusting as necessary of all ledges, walls, sills and vending machines. Wash and sanitize water coolers twice per year as per Port Authority specifications as set forth herein

## 26. Periodic Cleaning Codes

| | |
|---|---|
| FO-0 1 | Machine scrub, Rinse and apply 2 coats sealer (ceramic tile, terrazzo, concrete, quarry tile) |
| FO-02 | Carpet Shampoo - Rotary and extract |
| FO-03 | Machine scrub and rinse single action (concrete, terrazzo,quarry tile) |
| FO-04 | Strip and refinish |
| FO-05 | Spray Buff |
| FO-06 | Wash and Wax Wood Floor |
| GO-01 | Wash and rinse glass and adjacent metal |
| WO-01 | Hand scrub and rinse ceramic tiled walls |
| WO-02 | Shampoo and extract carpeted wall partitions |

**See following sheets for Periodic Cleaning**

## 27. Howard Beach Station Periodic Cleaning

| Area | AltArea | Freq | Sq Ft | Operation Code | | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|---|
| HB-001 | | 12 | 147 | FO-01 | Men's Lav | | 1764 |
| HB-002 | | 12 | 147 | FO-01 | Ladies Lav | | 1764 |
| HB-003 | | 12 | 9070 | FO-01 | Terrazzo Floors | | 108840 |
| | | | | | | **TOTAL** | **112368** |
| HB-004 | | 12 | 2052 | FO-03 | Concrete Floors | | 24624 |
| HB-003 | | 52 | 9070 | FO-05 | Terrazzo Floors | | 471640 |
| | | | | | | **Total** | **471640** |
| HB-001 | | 12 | 347 | WO-01 | Men's Room | | 4164 |
| HB-002 | | 12 | 347 | WO-01 | Women's Room | | 4164 |
| | | | | | | **Total** | **8328** |
| HB-006 | | 2 | 19650 | GO-01 | Exterior Glass | | 39300 |
| HB-007 | | 2 | 16865 | GO-01 | Interior Glass | | 33730 |
| HB-008 | | 2 | 5375 | GO-01 | Exterior Metal | | 10750 |
| HB-009 | | 2 | 3750 | GO-01 | Interior Metal | | 7500 |
| | | | | | | **TOTAL** | **91280** |

**28. Bldg 145 Extension Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F5039A | | 12 | 99 | FO-01 | Agents Lavatory, Women 207A | 1188 |
| F5040A | | 12 | 99 | FO-01 | Supervisors Lavatory, Women 208A | 1188 |
| F5041A | | 12 | 99 | FO-01 | Supervisors Lavatory, Men 203A | 1188 |
| F5042A | | 12 | 99 | FO-01 | Agents Lavatory, Men 204A | 1188 |
| F5043A | | 12 | 36 | FO-01 | Unisex Lavatory Room 119 | 432 |
| F5044A | | 12 | 139 | FO-01 | VIP Lavatory & Lounge Area #120 | 1668 |
| F5045A | | 12 | 422 | FO-01 | Main Entrance Lobby - 1st Fl Area #121 | 5064 |
| F5046A | | 12 | 110 | FO-01 | 1st Fl Mens Room 122 | 1320 |
| F5047A | | 12 | 110 | FO-01 | 1st Fl Womens Room 123 | 1320 |
| | | | | | **Total** | **14556** |
| F5048A | | 4 | 288 | FO-02 | Communication Cordinator 101 | 1152 |
| F5049A | | 4 | 221 | FO-02 | Landside Supervisor 102 | 884 |
| F5050A | | 4 | 130 | FO-02 | CSR Supervisor 103 | 520 |
| F5051A | | 4 | 143 | FO-02 | FS-3 104 | 572 |
| F5052A | | 4 | 247 | FO-02 | UTB Supervisor 105 | 988 |
| F5053A | | 4 | 426 | FO-02 | 1st Floor Corridor 106 | 1704 |
| F5054A | | 4 | 182 | FO-02 | Security Supervisor 107 | 728 |
| F5055A | | 4 | 702 | FO-02 | OCC 110 | 2808 |
| F5056A | | 4 | 304 | FO-02 | 7-3 111 | 1216 |
| F5057A | | 4 | 208 | FO-02 | 9-8 112 | 832 |
| F5058A | | 4 | 342 | FO-02 | 9-9 113 | 1368 |
| F5059A | | 4 | 198 | FO-02 | 1st Floor Conference Room 114 | 792 |
| F5060A | | 6 | 1000 | FO-02 | 1st Floor Lobby/Lounge 124 | 6000 |
| F5061A | | 4 | 952 | FO-02 | VIP Entrance, Lobby & Kitchen 125 | 3808 |
| F5062A | | 4 | 266 | FO-02 | VIP Conference Room 126 | 1064 |
| F5063A | | 4 | 506 | FO-02 | 2nd Floor Corridor 202 | 2024 |
| F5064A | | 4 | 588 | FO-02 | Reception 205 | 2352 |
| F5065A | | 4 | 224 | FO-02 | FS-5 209 | 896 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F5066A | | 4 | 224 | FO-02 | FS-3 Aero 210 | 896 |
| F5067A | | 4 | 224 | FO-02 | FS-5 Wildlife Staff 211 | 896 |
| F5068A | | 4 | 270 | FO-02 | Wildlife Supervisor 212 | 1080 |
| F5069A | | 4 | 528 | FO-02 | Conference Room 213 | 2112 |
| F5070A | | 4 | 1117 | FO-02 | Corridor 214 | 4468 |
| F5071A | | 4 | 224 | FO-02 | FS-3 215 | 896 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F5072A | | 4 | 224 | FO-02 | FS-4 216 | 896 |
| F5073A | | 4 | 224 | FO-02 | FS-5 217 | 896 |
| F5074A | | 4 | 304 | FO-02 | Staff & Construction 219 | 1216 |
| F5075A | | 4 | 360 | FO-02 | Manager 220 | 1440 |
| F5076A | | 4 | 255 | FO-02 | 100 221 | 1020 |
| F5077A | | 4 | 675 | FO-02 | Open Office | 2700 |
| | | | | | **Total** | **48224** |

| | | | | | | |
|---|---|---|---|---|---|---|
| F5021A | | 6 | 49 | FO-04 | Vending Machine Area - Area 103 | 294 |
| F5022A | | 2 | 48 | FO-04 | Elevator Motor Room 116 | 96 |
| F5023A | | 2 | 24 | FO-04 | Telephone Room 124 | 48 |
| F5024A | | 2 | 111 | FO-04 | Electric Room 125 | 222 |
| F5025A | | 2 | 100 | FO-04 | Mechanical Room 126 | 200 |
| F5026A | F5033A | 6 | 108 | FO-04 | 1st Fl Corridor to Lavatories Area 130 | 648 |
| F5027A | F5034A | 6 | 276 | FO-04 | 2nd Fl Corridor to Lavatories | 1656 |
| F5028A | F5035A | 6 | 169 | FO-04 | 2nd Fl Women's Lounge 1 & 2 and Vestibule | 1014 |
| F5029A | F5036A | 6 | 284 | FO-04 | 2nd Fl Men's Locker Rooms 1 & 2 | 1704 |
| F5030A | | 6 | 30 | FO-04 | Elevator | 180 |
| F5031A | F5037A | 6 | 252 | FO-04 | Kitchen Area Room #206 | 1512 |
| F5032A | F5038A | 6 | 77 | FO-04 | Refueling Room #111 | 462 |
| | | | | | **Total** | **8036** |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F5033A | F5026A | 52 | 108 | FO-05 | 1st Fl Corridor to Lavatories Area 130 | 5616 |
| F5034A | F5027A | 52 | 276 | FO-05 | 2nd Fl Corridor to Lavatories | 14352 |
| F5035A | F5028A | 52 | 169 | FO-05 | 2nd Fl Women's Lounge 1 & 2 and Vestibule | 8788 |
| F5036A | F5029A | 52 | 284 | FO-05 | 2nd Fl Men's Locker Rooms 1 & 2 | 14768 |
| F5037A | F5031A | 52 | 252 | FO-05 | Kitchen Area Room #206 | 13104 |
| F5038A | F5032A | 52 | 77 | FO-05 | Refueling Room #111 | 4004 |
| | | | | | **Total** | **60632** |

| | | | | | | |
|---|---|---|---|---|---|---|
| G5001A | | 2 | 3550 | GO-01 | All Exterior Glass | 7100 |
| G5002A | | 2 | 2890 | GO-01 | All Interior Glass | 5780 |
| | | | | | **Total** | **12880** |

| | | | | | | |
|---|---|---|---|---|---|---|
| W5001A | | 4 | 960 | WO-01 | Women's Lavatory Room 217 | 3840 |
| W5002A | | 4 | 960 | WO-01 | Men's Lavatory Room 208 | 3840 |
| W5003A | | 4 | 336 | WO-01 | Women's Lavatory Room 128 | 1344 |
| W5004A | | 4 | 336 | WO-01 | Men's Lavatory Room 131 | 1344 |

| | | | | | |
|---|---|---|---|---|---|
| W5005A | 4 | 224 | WO-01 | Unisex Lavatory Room 118 | 896 |
| W5006A | 4 | 384 | WO-01 | VIP Lavatory & Lounge Area #105 | 1536 |
| | | | | **Total** | **12800** |

**29. Bldg. 145A' Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F5001A | | 6 | 199 | FO-01 | Women's Lavatory Room 217 | 1194 |
| F5002A | | 6 | 198 | FO-01 | Men's Lavatory Room 208 | 1188 |
| F5003A | | 6 | 110 | FO-01 | Women's Lavatory Room 128 | 660 |
| F5004A | | 6 | 110 | FO-01 | Men's Lavatory Room 131 | 660 |
| F5005A | | 6 | 36 | FO-01 | Unisex Lavatory Room 118 | 216 |
| F5006A | | 6 | 139 | FO-01 | VIP Lavatory & Lounge Area #105 | 834 |
| F5007A | | 6 | 422 | FO-01 | Main Entrance Lobby - 1st Fl Area #112 | 2532 |
| | | | | | **Total** | **7284** |
| F5008A | | 6 | 104 | FO-02 | Room 115 | 624 |
| F5009A | | 6 | 195 | FO-02 | Room 122 | 1170 |
| F5010A | | 6 | 140 | FO-02 | Room 123 | 840 |
| F5011A | | 6 | 304 | FO-02 | Room 205 | 1824 |
| F5012A | | 6 | 390 | FO-02 | Room 207 | 2340 |
| F5013A | | 6 | 255 | FO-02 | 2nd Fl 100 Office Area 203 | 1530 |
| F5014A | | 6 | 360 | FO-02 | 2nd Fl Construction Office Area 204 | 2160 |
| F5015A | | 6 | 506 | FO-02 | 2nd Fl Corridor | 3036 |
| F5016A | | 6 | 675 | FO-02 | 2nd Fl Clerical Area 204 | 4050 |
| F5017A | | 6 | 460 | FO-02 | Operations Tour Room #114 | 2760 |
| F5018A | | 6 | 1088 | FO-02 | Front Lobby Area #101 | 6528 |
| F5019A | | 6 | 952 | FO-02 | VIP Lobby, Entrance & Kitchen Area #108 | 5712 |
| F5020A | | 6 | 266 | FO-02 | VIP Office and Conference Room #110 | 1596 |
| | | | | | **Total** | **34170** |
| F5021A | | 6 | 49 | FO-04 | Vending Machine Area - Area 103 | 294 |
| F5022A | | 2 | 48 | FO-04 | Elevator Motor Room 116 | 96 |
| F5023A | | 2 | 24 | FO-04 | Telephone Room 124 | 48 |
| F5024A | | 2 | 111 | FO-04 | Electric Room 125 | 222 |
| F5025A | | 2 | 100 | FO-04 | Mechanical Room 126 | 200 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F5026A | F5033A | 6 | 108 | FO-04 | 1st Fl Corridor to Lavatories Area 130 | 648 |
| F5027A | F5034A | 6 | 276 | FO-04 | 2nd Fl Corridor to Lavatories | 1656 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F5028A | F5035A | 6 | 169 | FO-04 | 2nd Fl Women's Lounge 1 & 2 and Vestibule | 1014 |
| F5029A | F5036A | 6 | 284 | FO-04 | 2nd Fl Men's Locker Rooms 1 & 2 | 1704 |
| F5030A | | 6 | 30 | FO-04 | Elevator | 180 |
| F5031A | F5037A | 6 | 252 | FO-04 | Kitchen Area Room #206 | 1512 |
| F5032A | F5038A | 6 | 77 | FO-04 | Refueling Room #111 | 462 |
| | | | | | **Total** | **8036** |
| F5033A | F5026A | 52 | 108 | FO-05 | 1st Fl Corridor to Lavatories Area 130 | 5616 |
| F5034A | F5027A | 52 | 276 | FO-05 | 2nd Fl Corridor to Lavatories | 14352 |
| F5035A | F5028A | 52 | 169 | FO-05 | 2nd Fl Women's Lounge 1 & 2 and Vestibule | 8788 |
| F5036A | F5029A | 52 | 284 | FO-05 | 2nd Fl Men's Locker Rooms 1 & 2 | 14768 |
| F5037A | F5031A | 52 | 252 | FO-05 | Kitchen Area Room #206 | 13104 |
| F5038A | F5032A | 52 | 77 | FO-05 | Refueling Room #111 | 4004 |
| | | | | | **Total** | **60632** |
| G5001A | | 2 | 3550 | GO-01 | All Exterior Glass | 7100 |
| G5002A | | 2 | 2890 | GO-01 | All Interior Glass | 5780 |
| | | | | | **Total** | **12880** |
| W5001A | | 4 | 960 | WO-01 | Women's Lavatory Room 217 | 3840 |
| W5002A | | 4 | 960 | WO-01 | Men's Lavatory Room 208 | 3840 |
| W5003A | | 4 | 336 | WO-01 | Women's Lavatory Room 128 | 1344 |
| W5004A | | 4 | 336 | WO-01 | Men's Lavatory Room 131 | 1344 |
| W5005A | | 4 | 224 | WO-01 | Unisex Lavatory Room 118 | 896 |
| W5006A | | 4 | 384 | WO-01 | VIP Lavatory & Lounge Area #105 | 1536 |
| | | | | | **Total** | **12800** |

**30. Bldg156FA Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq F |
|---|---|---|---|---|---|---|
| F6001A | | 12 | 145 | FO-01 | FAA Junction Level - Break Room | 174 |
| F6002A | | 12 | 140 | FO-01 | 3rd Fl FAA Administration Kitchen | 168 |
| F6003A | | 12 | 144 | FO-01 | FAA Administration Men's Room | 172 |
| F6004A | | 12 | 128 | FO-01 | FAA Administration Women's Room | 153 |
| F6005A | | 12 | 84 | FO-01 | 15th Fl Men's Room | 100 |
| F6006A | | 12 | 60 | FO-01 | 15th Fl Women's Room | 72 |
| F6007A | | 12 | 98 | FO-01 | 16th Fl Men's Room | 117 |
| F6008A | | 12 | 120 | FO-01 | 16th Fl Women's Room | 144 |
| F6009A | | 12 | 90 | FO-01 | 16th Fl Shower Room (Rm J21) | 108 |
| | | | | | **Total** | **1210** |
| F6010A | | 4 | 2007 | FO-02 | FAA Administration Level - Areas A06, A15, A17, A31 | 802 |
| F6011A | | 4 | 3770 | FO-02 | FAA Junction Level - Offices & Storage Areas | 1508 |
| F6012A | | 4 | 1114 | FO-02 | FAA Junction Level - All Offices | 445 |
| F6013A | | 4 | 211 | FO-02 | 17th Fl Cab Level | 84 |
| F6014A | | 4 | 207 | FO-02 | FAA Sub-Junction Level - Area SJ08 | 82 |
| F6015A | | 4 | 306 | FO-02 | 15th Fl Elevator Lobby | 122 |
| F6016A | | 4 | 288 | FO-02 | 16th Fl Elevator Lobby | 115 |
| | | | | | **Total** | **316** |
| G6001A | | 2 | 1366 | GO-01 | FAA Sub-Junction Level - SJ05, SJ06, SJ07 | 27 |
| G6002A | | 2 | 1355 | GO-01 | FAA Administration Level - All Offices | 27 |
| G6003A | | 2 | 645 | GO-01 | FAA Junction Level - Area J14 | 12 |
| G6004A | | 6 | 695 | GO-01 | FAA Sub-Junction Level - J10, J11, J12, J13 | 41 |
| G6005A | | 12 | 792 | GO-01 | Cupola - Interior | 95 |
| G6006A | | 12 | 792 | GO-01 | Cupola - Exterior | 95 |
| | | | | | **Total** | **299** |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq |
|---|---|---|---|---|---|---|
| W6001A | | 4 | 512 | WO-01 | FAA Admin Men's Room | 20 |
| W6002A | | 4 | 496 | WO-01 | FAA Admin Women's Room | 19 |
| W6003A | | 4 | 460 | WO-01 | 15th Fl Men's Room | 18 |
| W6004A | | 4 | 336 | WO-01 | 15th Fl Women's Room | 13 |
| W6005A | | 4 | 448 | WO-01 | 16th Fl Men's Room | 17 |
| W6006A | | 4 | 432 | WO-01 | 16th Fl Women's Room | 17 |
| W6007A | | 4 | 176 | WO-01 | 16th Fl Shower Room (Rm J21) | 7 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | **Total** | **11440** |

**31. Bldg.141A Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | | Annual Sq Ft |
|---|---|---|---|---|---|---|---|
| F1006A | | 6 | 336 | FO-01 | 1st Fl Women's Lavatory | | 2016 |
| F1007A | | 6 | 336 | FO-01 | 1st Fl Men's Lavatory | | 2016 |
| | | | | | | **Total** | **4032** |
| F1010A | F1014A | 4 | 830 | FO-03 | 1st Fl Main Lobby | | **3320** |
| F1011A | F10123 | 4 | 4518 | FO-04 | 1st Fl Common Area | | 18072 |
| | | | | | | **Total** | **18072** |
| F1013A | F1011A | 26 | 4518 | FO-05 | 1st Fl Common Area | | 117468 |
| F1014A | F1010A | 26 | 830 | FO-05 | 1st Fl Main Lobby | | 21580 |
| | | | | | | **Total** | **139048** |
| G1001A | | 4 | 2710 | GO-01 | 1st Fl Main Lobby - Inside | | 10840 |
| G1002A | | 4 | 2710 | GO-01 | 1st Fl Main Lobby - Outside | | 10840 |
| | | | | | | **Total** | **21680** |
| W1001A | | 4 | 608 | WO-01 | 1st Fl Women's Lavatory | | 2432 |
| W1002A | | 4 | 608 | WO-01 | 1st Fl Men's Lavatory | | 2432 |
| | | | | | | **Total** | **4864** |

**32. Bldg142A Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | | Annual Sq Ft |
|---|---|---|---|---|---|---|---|
| F142-1 | | 6 | 300 | FO-01 | Ladies Room | | 275( |
| F142-2 | | 6 | 300 | FO-01 | Men's Room | | 275( |
| | | | | | | **TOTAL** | **550** |
| F142-3 | | 4 | 1807 | FO-04 | Common Areas | | 836 |
| F142-4 | | 26 | 1807 | FO-05 | Common Areas | | 1875 |
| W142-1 | | 4 | 560 | WO-01 | Ladies Room | | 275 |
| W142-2 | | 4 | 560 | WO-01 | Men's Room | | 275 |
| | | | | | | **TOTAL** | **55(** |

**33. Bldg 15A Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | | Annual Sq Ft |
|---|---|---|---|---|---|---|---|
| F1011A | | 6 | 104 | FO-01 | Men's Room | | 624 |
| F1012A | | 6 | 117 | FO-01 | Women's Room | | 702 |
| F1013A | | 6 | 347 | FO-01 | Main Lobby | | 2082 |
| | | | | | | **Total** | **3408** |
| F1014A | | 4 | 50 | FO-02 | Main Lobby Info Counter | | **200** |
| F1015A | | 6 | 33 | FO-04 | Elevator | | **198** |
| G1004A | | 6 | 36 | GO-01 | Women's Room - Inside | | 216 |
| G1005A | | 3 | 36 | GO-01 | Women's Room - Outside | | 108 |
| G1006A | | 6 | 256 | GO-01 | Main Lobby - Inside | | 1536 |
| G1007A | | 6 | 256 | GO-01 | Main Lobby - Outside | | 3612 |
| | | | | | | **Total** | **5472** |
| W1002A | | 4 | 368 | WO-01 | Men's Room | | 1472 |
| W1003A | | 4 | 400 | WO-01 | Women's Room | | 1600 |
| | | | | | | **Total** | **3072** |

**34. Bldg 156 PA Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F6017A | | 6 | 56 | FO-01 | 2nd Floor HVAC Shop Bathroom | **336** |
| F6018A | F6020 | 12 | 210 | FO-04 | 2nd Floor Elevator Lobby | 2520 |
| F6019A | F6021 | 12 | 156 | FO-04 | 2nd Floor HVAC (SL07) | 1872 |
| F6020A | F6022 | 12 | 408 | FO-04 | 2nd Floor HVAC (SL08) | 4896 |
| | | | | | **Total** | **9288** |
| F6021A | F6017 | 26 | 210 | FO-05 | 2nd Floor Elevator Lobby | 5460 |
| F6022A | F6018 | 26 | 156 | FO-05 | 2nd Floor HVAC (SL07) | 4056 |
| F6023A | F6019 | 26 | 408 | FO-05 | 2nd Floor HVAC (SL08) | 10608 |
| | | | | | **Total** | **20124** |
| W6008A | | 4 | 232 | WO-01 | 2nd Fl HVAC (SL07) | **928** |

**35. Bldg 269A Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F9001A | | 12 | 226 | FO-01 | Rm 133, Men's Room | 2712 |
| F9002A | | 12 | 198 | FO-01 | Rm 134, Women's Room | 237( |
| F9003A | | 12 | 198 | FO-01 | Rm 184, Men's Room | 237( |
| F9004A | | 12 | 135 | FO-01 | Rm 185, Women's Room | 162( |
| F9005A | | 12 | 35 | FO-01 | Rm 167, Unisex Lavatory | 42( |
| F9006A | | 12 | 56 | FO-01 | Rm 178, Private Lavatory | 67: |
| F9007A | | 12 | 279 | FO-01 | Rm 207, Men's Supv Lavatory | 334( |
| F9008A | | 12 | 205 | FO-01 | Rm 215, Women's Detective Lavatory | 246( |
| F9009A | | 12 | 319 | FO-01 | Rm 222, Men's Detective Lavatory | 382( |
| F9010A | | 52 | 310 | FO-01 | Entrance Vestibule & Main Lobby | 1612( |
| F9011A | | 12 | 253 | FO-01 | 2nd Fl Women's B/R #205A | 303( |
| F9015A | | 52 | 425 | FO-01 | 1st Fl Detention Cells (4) #148 | 2210( |
| | | | | | **Total** | **6106( |
| F9016A | | 4 | 170 | FO-02 | Rm 169, Clerks Office | 68( |
| F9017A | | 4 | 192 | FO-02 | Rm 170, VIP Sergeants Office | 76( |
| F9018A | | 4 | 132 | FO-02 | Rm 174, Secretary's Office | 52( |
| F9019A | | 4 | 285 | FO-02 | Rm 175, Inspector's Office | 114( |
| F9020A | | 4 | 520 | FO-02 | Rm 171, Conference Room | 208( |

| | | | | | | |
|---|---|---|---|---|---|---|
| F9021A | 4 | 180 | FO-02 | Rm 179 | | 720 |
| F9022A | 4 | 135 | FO-02 | Rm 180 | | 540 |
| F9023A | 4 | 135 | FO-02 | Rm 181 | | 540 |
| F9024A | 4 | 160 | FO-02 | 1st Fl Room 110 | | 640 |
| F9025A | 4 | 572 | FO-02 | Rm 183 | | 2288 |
| | | | | | **Total** | **9924** |

**36. Bldg 2545 A Periodic Cleaning**

| AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|
| | 6 | 180 | FO-01 | Female Lavatory Room 41 North Side | 1080 |
| | 6 | 128 | FO-01 | Female Staff Locker Room Lavatory | 768 |
| | 6 | 128 | FO-01 | Female Supervisor Locker Room | 768 |
| | 6 | 180 | FO-01 | Male Lavatory Room 40 North Side | 1080 |
| | 6 | 280 | FO-01 | Male Staff Locker Room Lavatory | 1680 |
| | 6 | 280 | FO-01 | Male Supervisor Locker Room Lavatory | 1680 |
| | 6 | 150 | FO-01 | PEG Reserve Room Lavatory Room 23 | 900 |
| | 6 | 80 | FO-01 | Bldg 255 1st Fl Front and Rear Entrance | 480 |
| | 6 | 338 | FO-01 | Bldg 255 1st Fl Classroom | 2028 |
| | 6 | 96 | FO-01 | Bldg 255 1st Fl Women's Room | 576 |
| | 6 | 96 | FO-01 | Bldg 255 1st Fl Men's Room | 576 |
| | | | | **Total** | **11616** |
| | 3 | 462 | FO-02 | Academy Office #06 | 1386 |
| | 3 | 800 | FO-02 | Classrooms A & B | 2400 |
| | 3 | 144 | FO-02 | Impound & ADC Offices Area #3 | 432 |
| | 6 | 680 | FO-02 | Impound & ADC Offices Area #2 | 4080 |
| | | | | **Total** | **8298** |
| | 6 | 682 | FO-03 | Classroom C Room #12 | 4092 |
| | 6 | 108 | FO-03 | Kitchen Room #7 | 648 |
| | 6 | 208 | FO-03 | Workroom #9 | 1248 |
| | | | | **Total** | **5988** |
| F2035A | 6 | 418 | FO-04 | Academy Reserve Room #08 | 2508 |
| F2036A | 6 | 224 | FO-04 | Female Staff Locker Room | 1344 |
| F2037A | 6 | 224 | FO-04 | Female Supervisors Locker Room | 1344 |
| AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F2038A | 6 | 132 | FO-04 | First Aid Room | 792 |
| F2039A | 6 | 440 | FO-04 | Male Officer Locker Room | 2640 |
| F2040A | 6 | 200 | FO-04 | Male Staff Locker Room | 1200 |
| F2041A | 6 | 340 | FO-04 | Male Student Locker Room | 2040 |
| F2042A | 6 | 200 | FO-04 | Male Supervisor Locker Room | 1200 |
| F2043A | 6 | 1318 | FO-04 | North Corridor and Vestibule Area | 7908 |
| F2044A | 6 | 432 | FO-04 | PEG Reserve Room #22 | 2592 |

| | | | | | |
|---|---|---|---|---|---|
| F2045A | 6 | 80 | FO-04 | PEG Reserve Room Kitchen #21 | 480 |
| F2046A | 6 | 432 | FO-04 | PEG Watch Room #25 | 2592 |
| F2047A | 6 | 530 | FO-04 | Impound & ADC Offices Area #2 | 3180 |
| F2048A | 6 | 64 | FO-04 | Impound & ADC Offices Area #1 | 384 |
| F2049A | 6 | 144 | FO-04 | Bldg 255 1st Fl Break Area | 864 |
| F2050A | 6 | 751 | FO-04 | Bldg 255 Control Room | 4506 |
| | | | | **Total** | **35574** |

| | | | | | |
|---|---|---|---|---|---|
| F2019A | 26 | 418 | FO-05 | Academy Reserve Room #08 | 10868 |
| F2020A | 26 | 224 | FO-05 | Female Staff Locker Room | 5824 |
| F2021A | 26 | 224 | FO-05 | Female Supervisors Locker Room | 5824 |
| F2022A | 26 | 132 | FO-05 | First Aid Room | 3432 |
| F2023A | 26 | 440 | FO-05 | Male Officer Locker Room | 11440 |
| F2024A | 26 | 200 | FO-05 | Male Staff Locker Room | 5200 |
| F2025A | 26 | 340 | FO-05 | Male Student Locker Room | 8840 |
| F2026A | 26 | 200 | FO-05 | Male Supervisor Locker Room | 5200 |
| F2027A | 26 | 1318 | FO-05 | North Corridor and Vestibule Area | 34268 |
| F2028A | 26 | 432 | FO-05 | PEG Reserve Room #22 | 11232 |
| F2029A | 26 | 80 | FO-05 | PEG Reserve Room Kitchen #21 | 2080 |
| F2030A | 26 | 432 | FO-05 | PEG Watch Room #25 | 11232 |

| AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|
| F2031A | 26 | 530 | FO-05 | Impound & ADC Offices Area #2 | 13780 |
| F2032A | 26 | 64 | FO-05 | Impound & ADC Offices Area #1 | 1664 |
| F2033A | 26 | 144 | FO-05 | Bldg 255 1st Fl Break Area | 3744 |
| F2034A | 26 | 751 | FO-05 | Bldg 255 Control Room | 19526 |
| | | | | **Total** | **154154** |

| | | | | |
|---|---|---|---|---|
| 2 | 720 | GO-01 | Interior Glass | 1440 |
| 4 | 720 | GO-01 | Exterior Glass | 2880 |
| 4 | 190 | GO-01 | Impound & ACD Offices - Exterior | 760 |
| 2 | 190 | GO-01 | Impound & ACD Offices - Interior | 380 |
| 2 | 648 | GO-01 | Bldg 255 Interior Glass | 1296 |
| 4 | 648 | GO-01 | Bldg 255 Exterior Glass | 2592 |
| | | | **Total** | **5460** |

| | | | | |
|---|---|---|---|---|
| 4 | 180 | WO-01 | Female Lavatory Room 41 North Side | 720 |
| 4 | 128 | WO-01 | Female Staff Locker Room Lavatory | 512 |
| 4 | 128 | WO-01 | Female Supervisor Locker Room | 512 |
| 4 | 180 | WO-01 | Male Lavatory Room 40 North Side | 720 |

| | | | | |
|---|---|---|---|---|
| 4 | 280 | WO-01 | Male Staff Locker Room Lavatory | 1120 |
| 4 | 280 | WO-01 | Male Supervisor Locker Room Lavatory | 1120 |
| 4 | 150 | WO-01 | PEG Reserve Room Lavatory Room 23 | 600 |
| 4 | 96 | WO-01 | Bldg 255 1st Fl Women's Room | 384 |
| 4 | 96 | WO-01 | Bldg 255 1st Fl Men's Room | 384 |
| | | | **Total** | **6072** |
| 1 | 360 | WO-02 | Impound & ADC Offices Area #2 Cubicle Walls | **360** |

**37. Bldg 14A Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| FA001A | | 12 | 632 | FO-01 | Auto Shop Men's Lav | 7584 |
| FA002A | | 12 | 384 | FO-01 | Auto Shop Men's Locker Room | 4608 |
| FA003A | | 12 | 391 | FO-01 | Auto Shop 2nd Fl Women's L/R & Lav | 4692 |
| | | | | | **Total** | **16884** |
| FA004A | | 4 | 560 | FO-02 | Auto Shop 2nd Fl Training Rm | 224( |
| FA005A | | 4 | 975 | FO-02 | Auto Shop Conference Rm | 390( |
| FA006A | | 4 | 361 | FO-02 | Auto Shop 2nd Fl Supervisor's Office | 144 |
| | | | | | **Total** | **758** |
| FA007A | FA011A | 12 | 1316 | FO-04 | Auto Shop Lunch Room | 1579 |
| FA008A | FA012A | 12 | 219 | FO-04 | Auto Shop 2nd Fl Corridor | 262 |
| FA009A | | 12 | 216 | FO-04 | Auto Shop Office #1 | 259 |
| FA010A | | 12 | 144 | FO-04 | Auto Shop Tech Office | 172 |
| | | | | | **Total** | **2274** |
| FA011A | FA007A | 52 | 1316 | FO-05 | Auto Shop Lunch Room | 6843 |
| FA012A | FA008A | 52 | 219 | FO-05 | Auto Shop 2nd Fl Corridor | 1138 |
| | | | | | **Total** | **7982** |
| GA001A | | 4 | 240 | GO-01 | 2nd Fl Interior Office Glass | 96 |
| GA002A | | 4 | 95 | GO-01 | 2nd Fl Exterior Office Glass | 38 |
| GA003A | | 4 | 170 | GO-01 | 1st Fl Interior Office Glass | 68 |
| GA004A | | 4 | 170 | GO-01 | 1st Fl Exterior Office Glass | 68 |
| | | | | | **Total** | **270** |
| WA001A | | 4 | 763 | WO-01 | Women's Room | 305 |
| WA002A | | 4 | 1104 | WO-01 | Men's Room | 441 |

**38. Bldg 145STA Periodic Cleaning**

| AltArea | Freq | Sq Ft | Operation Code | Area Name | | Annual Sq Ft |
|---|---|---|---|---|---|---|
| | 12 | 150 | FO-01 | Stockroom Women's Lav | | 1800 |
| | 12 | 218 | FO-01 | Stockroom Men's Lav | | 2616 |
| | | | | | **Total** | **4416** |
| FS008A | 6 | 391 | FO-04 | Stockroom Kitchen | | 2346 |
| FS009A | 4 | 165 | FO-04 | Stockroom Office A | | 660 |
| FS010A | 4 | 126 | FO-04 | Stockroom Office B | | 504 |
| | | | | | **Total** | **3510** |
| FS005A | 52 | 391 | FO-05 | Stockroom Kitchen | | 20332 |
| FS006A | 52 | 165 | FO-05 | Stockroom Office A | | 8580 |
| FS007A | 52 | 126 | FO-05 | Stockroom Office B | | 6552 |
| | | | | | **Total** | **35464** |
| | 4 | 60 | GO-01 | 1st Fl Exterior Office Glass | | 240 |
| | 4 | 188 | GO-01 | 1st Fl Interior Office Glass | | 752 |
| | | | | | **Total** | **992** |
| | 4 | 400 | WO-01 | Women's Room | | 1600 |
| | 4 | 464 | WO-01 | Men's Room | | 1856 |
| | | | | | **Total** | **3456** |

**39. Bldg 14B Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F4001A | | 12 | 390 | FO-01 | East Wing Common Corridor Ladies Room | 4680 |
| F4002A | | 12 | 390 | FO-01 | East Wing Common Corridor Men's Rm | 4680 |
| F4003A | | 12 | 88 | FO-01 | Press Rm Women's Rm | 1056 |
| F4004A | | 12 | 88 | FO-01 | Press Rm Men's Rm | 1056 |
| F4005A | | 12 | 64 | FO-01 | Press Rm Uni-Sex Lav | 768 |
| F4006A | | 12 | 84 | FO-01 | TLC Entrance Foyer | 1008 |
| F4007A | | 12 | 450 | FO-01 | 2nd Fl Women's Room (Annex) | 5400 |
| F4008A | | 12 | 450 | FO-01 | 2nd Fl Men's Room (Annex) | 5400 |
| F4009A | | 6 | 128 | FO-01 | 2nd Fl Manager's B/R #5 | 768 |
| F4010A | | 6 | 2200 | FO-01 | 2nd Fl Elevator Lobby & E/W Rear Hall #34 | 13200 |
| F4011A | | 12 | 275 | FO-01 | 2nd Fl M/R #39 | 3300 |
| F4012A | | 12 | 372 | FO-01 | 2nd Fl Women's Rm #42 | 4464 |
| F4013A | | 12 | 380 | FO-01 | 3rd Fl Front Women's Rm #41 | 4560 |
| F4014A | | 12 | 242 | FO-01 | 3rd Fl Front Men's Rm #42 | 2904 |
| F4015A | | 12 | 72 | FO-01 | 3rd Fl Rear Men's Rm #43 | 864 |
| F4016A | | 12 | 72 | FO-01 | 3rd Fl Rear Women's Rm #44 | 864 |
| F4017A | | 12 | 94 | FO-01 | 1st Fl Five Star Men's Rm | 1128 |
| F4018A | | 12 | 45 | FO-01 | 1st Fl Five Star Women's Rm | 540 |
| F4019A | | 12 | 55 | FO-01 | Port Authority F324Uni-Sex Bathroom | 660 |
| F4020A | | 12 | 290 | FO-01 | 1st Fl Women's Lav Rm #58 | 3480 |
| F4021A | | 12 | 250 | FO-01 | 1st Fl Men's Rm #59 | 3000 |
| F4022A | | 12 | 45 | FO-01 | 1st Fl Unisex Lav Rm #110 | 540 |
| F4023A | | 12 | 276 | FO-01 | 2nd Fl Rear Men's Rm #57 | 3312 |
| F4024A | | 12 | 253 | FO-01 | 2nd Fl Rear Women's Rm #58 | 3036 |
| F4025A | | 12 | 256 | FO-01 | 1st Fl Room 118 | 3072 |
| F4026A | | 12 | 1122 | FO-01 | Main Lobby Ceramic Tile | 13464 |
| | | | | | **Total** | **8720** |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq F |
|---|---|---|---|---|---|---|
| F4026A | | 6 | 777 | FO-02 | 2nd Fl Lobby (Front of Mgr.'s Complex) | 466 |
| F4028A | | 3 | 333 | FO-02 | 1st Fl Five Star Rm #1 | 99 |
| F4029A | | 3 | 173 | FO-02 | 1st Fl Five Star Rm #2 | 51 |
| F4030A | | 3 | 95 | FO-02 | 1st Fl Five Star Rm #3 | 28 |

| | | | | | |
|---|---|---|---|---|---|
| F4031A | 3 | 120 | FO-02 | 1st Fl Five Star Rm #4 | 360 |
| F4032A | 3 | 115 | FO-02 | 1st Fl Five Star Rm #5 | 345 |
| F4033A | 3 | 115 | FO-02 | 1st Fl Five Star Rm #6 | 345 |
| F4034A | 3 | 95 | FO-02 | 1st Fl Five Star Rm #7 | 285 |
| F4315A | 3 | 126 | FO-02 | 1st Fl Five Star Rm #8 | 378 |
| F4316A | 3 | 114 | FO-02 | 1st Fl Five Star Rm #9 | 342 |
| F4317A | 3 | 133 | FO-02 | 1st Fl Five Star Rm #10 | 399 |
| F4035A | 3 | 552 | FO-02 | 1st Fl Five Star Rm #12 | 1656 |
| F4035A | 3 | 158 | FO-02 | 1st Fl Five Star Rm #14 | 474 |
| F4037A | 3 | 169 | FO-02 | 1st Fl Mtc Supervisor's Lounge | 507 |
| F4038A | 3 | 110 | FO-02 | 2nd Fl Office #62 | 330 |
| F4039A | 3 | 208 | FO-02 | 2nd Fl Office #64 | 624 |
| F4040A | 3 | 602 | FO-02 | 2nd Fl Office #65 | 1806 |
| F4041A | 3 | 338 | FO-02 | 2nd Fl Office #66 | 1014 |
| F4042A | 3 | 400 | FO-02 | 2nd Fl Office #67 | 1200 |
| F4043A | 3 | 180 | FO-02 | 2nd Fl Office #68 | 540 |
| F4044A | 3 | 132 | FO-02 | 2nd Fl Office #69 | 396 |
| F4045A | 3 | 160 | FO-02 | 2nd Fl Office #70 | 480 |
| F4046A | 3 | 644 | FO-02 | 2nd Fl Office #71 | 1932 |
| F4047A | 3 | 187 | FO-02 | 2nd Fl Office #72 | 561 |
| F4048A | 3 | 3418 | FO-02 | 2nd Fl Office #73 | 10254 |
| F4049A | 3 | 210 | FO-02 | 2nd Fl Office #74 | 630 |
| F4050A | 3 | 117 | FO-02 | 2nd Fl Office #75 | 351 |
| F4051A | 3 | 108 | FO-02 | 2nd Fl Office #76 | 324 |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F4052A | | 3 | 108 | FO-02 | 2nd Fl Office #77 | 324 |
| F4053A | | 3 | 143 | FO-02 | 2nd Fl Office #78 | 429 |
| F4054A | | 3 | 370 | FO-02 | 2nd Fl Office #79 | 1110 |
| F4055A | | 3 | 200 | FO-02 | 2nd Fl Office #80 | 600 |
| F4056A | | 3 | 256 | FO-02 | 2nd Fl Office #81 | 768 |
| F4057A | | 3 | 126 | FO-02 | 1st Fl Room 20 | 378 |
| F4058A | | 3 | 136 | FO-02 | 1st Fl Room 21 | 408 |
| F4059A | | 3 | 182 | FO-02 | 1st Fl Room 22 | 546 |
| F4060A | | 3 | 126 | FO-02 | 1st Fl Room 23 | 378 |
| F4061A | | 3 | 100 | FO-02 | 1st Fl Room 30 | 300 |
| F4062A | | 3 | 170 | FO-02 | 1st Fl Room 31 | 510 |
| F4063A | | 3 | 204 | FO-02 | 1st Fl Room 32 | 612 |
| F4066A | | 3 | 121 | FO-02 | 1st Fl Room 35 | 363 |
| F4067A | | 3 | 110 | FO-02 | 1st Fl Room 36 | 330 |
| F4068A | | 3 | 3387 | FO-02 | 1st Fl Room 37 | 10161 |

| | | | | | |
|---|---|---|---|---|---|
| F4069A | 3 | 130 | FO-02 | 1st Fl Room 40 | 390 |
| F4070A | 3 | 162 | FO-02 | 1st Fl Room 41 | 486 |
| F4073A | 3 | 140 | FO-02 | 1st Fl Room 45 | 420 |
| F4074A | 3 | 150 | FO-02 | 1st Fl Room 46 | 450 |
| F4076A | 3 | 315 | FO-02 | 1st Fl Room 48 | 945 |
| F4077A | 3 | 310 | FO-02 | 1st Fl Room 49 | 930 |
| F4078A | 3 | 110 | FO-02 | 1st Fl Room 50 | 330 |
| F4079A | 3 | 575 | FO-02 | 1st Fl Room 51 | 1725 |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F4081A | | 3 | 154 | FO-02 | 1st Fl Room 53 | 462 |
| F4082A | | 3 | 99 | FO-02 | 1st Fl Room 54 | 297 |
| F4083A | | 3 | 110 | FO-02 | 1st Fl Room 55 | 330 |
| F4084A | | 3 | 154 | FO-02 | 1st Fl Room 56 | 462 |
| F4085A | | 3 | 1034 | FO-02 | 1st Fl Room 57 | 3102 |
| F4086A | | 3 | 442 | FO-02 | 1st Fl Room 63 | 1326 |
| F4087A | | 3 | 225 | FO-02 | 1st Fl Room 64 | 675 |
| F4088A | | 3 | 143 | FO-02 | 1st Fl Room 65 | 425 |
| F4089A | | 3 | 169 | FO-02 | 1st Fl Room 66 | 507 |
| F4090A | | 3 | 208 | FO-02 | 1st Fl Room 67 | 624 |
| F4091A | | 3 | 100 | FO-02 | 1st Fl Room 68 | 300 |
| F4092A | | 3 | 100 | FO-02 | 1st Fl Room 69 | 300 |
| F4093A | | 3 | 100 | FO-02 | 1st Fl Room 70 | 300 |
| F4094A | | 3 | 100 | FO-02 | 1st Fl Room 71 | 300 |
| F4095A | | 3 | 170 | FO-02 | 1st Fl Room 72 | 510 |
| F4096A | | 3 | 3630 | FO-02 | 1st Fl Room 73 | 1089( |
| F4109A | | 3 | 120 | FO-02 | 1st Fl Room 98 | 360 |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq F |
|---|---|---|---|---|---|---|
| F4114A | | 3 | 156 | FO-02 | 1st Fl Room 107 | 46 |
| F4120A | | 3 | 180 | FO-02 | 1st Fl Room 115 | 54( |
| F4123A | | 3 | 1520 | FO-02 | 1st Fl Room 121 | 456( |
| F4124A | | 3 | 353 | FO-02 | 1st Fl Room 124 | 105 |
| F4125A | | 3 | 120 | FO-02 | 1st Fl Room 125 | 36( |
| F4126A | | 3 | 168 | FO-02 | 1st Fl Room 126 | 50 |
| F4127A | | 3 | 168 | FO-02 | 1st Fl Room 127 | 50 |
| F4128A | | 3 | 312 | FO-02 | 1st Fl Room 129 | 93 |
| F4129A | | 3 | 240 | FO-02 | 1st Fl Room 135 | 72 |
| F4130A | | 3 | 154 | FO-02 | 1st Fl Rm #17 | 46 |
| F4131A | | 3 | 126 | FO-02 | 1st Fl Rm #18 | 37 |
| F4132A | | 3 | 154 | FO-02 | 1st Fl Rm #19 | 46 |
| F4133A | | 3 | 209 | FO-02 | 3rd Fl Rm #1 | 62 |

| | | | | | |
|---|---|---|---|---|---|
| F4134A | 3 | 276 | FO-02 | 3rd Fl Rm #2 | 828 |
| F4135A | 3 | 144 | FO-02 | 3rd Fl Rm #3 | 432 |
| F4136A | 3 | 204 | FO-02 | 3rd Fl Rm #4 | 612 |
| F4137A | 3 | 204 | FO-02 | 3rd Fl Rm #5 | 612 |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F4138A | | 3 | 120 | FO-02 | 3rd Fl Rm #6 | 360 |
| F4139A | | 3 | 216 | FO-02 | 3rd Fl Rm #7 | 648 |
| F4140A | | 3 | 96 | FO-02 | 3rd Fl Rm #8 | 288 |
| F4141A | | 3 | 120 | FO-02 | 3rd Fl Rm #9 | 360 |
| F4142A | | 3 | 190 | FO-02 | 3rd Fl Rm #10 | 570 |
| F4143A | | 3 | 240 | FO-02 | 3rd Fl Rm #11 | 720 |
| F4144A | | 3 | 120 | FO-02 | 3rd Fl Rm #12 | 360 |
| F4145A | | 3 | 180 | FO-02 | 3rd Fl Rm #13 | 540 |
| F4146A | | 3 | 170 | FO-02 | 3rd Fl Rm #14 | 510 |
| F4147A | | 3 | 122 | FO-02 | 3rd Fl Rm #15 | 366 |
| F4148A | | 3 | 154 | FO-02 | 3rd Fl Rm #16 | 462 |
| F4149A | | 3 | 204 | FO-02 | 3rd Fl Rm #17 | 612 |
| F4150A | | 3 | 144 | FO-02 | 3rd Fl Rm #18 | 432 |
| F4151A | | 3 | 432 | FO-02 | 3rd Fl Rm #19 | 1296 |
| F4152A | | 3 | 90 | FO-02 | 3rd Fl Rm #20 | 270 |
| F4153A | | 3 | 4285 | FO-02 | 3rd Fl Cubicle Area #21 | 12855 |
| F4154A | | 3 | 5546 | FO-02 | 3rd Fl Cubicle Area #22 | 16638 |
| F4155A | | 3 | 998 | FO-02 | 3rd Fl Reception Area #23 | 2994 |
| F4156A | | 3 | 9676 | FO-02 | 3rd Fl Cubicle Area #24 | 29028 |
| F4157A | | 3 | 1507 | FO-02 | 3rd Fl Cubicle Area #25 | 4521 |
| F4158A | | 3 | 1104 | FO-02 | 3rd Fl Conference Rm #26 | 3312 |
| F4159A | | 3 | 700 | FO-02 | 3rd Fl Conference Rm #27 | 2100 |
| F4160A | | 3 | 392 | FO-02 | 3rd Fl Conference Rm #28 | 1176 |
| F4161A | | 3 | 224 | FO-02 | 3rd Fl Conference Rm #29 | 672 |
| F4163A | | 3 | 605 | FO-02 | 3rd Fl Hallway #31 | 1815 |
| F4164A | | 3 | 170 | FO-02 | 3rd Fl Conference Rm #32 | 510 |
| F4165A | | 3 | 200 | FO-02 | 3rd Fl Conference Rm #33 | 600 |
| F4166A | | 3 | 518 | FO-02 | 3rd Fl Reception Area #34 | 1554 |
| F4167A | | 3 | 104 | FO-02 | 3rd Fl Rear Women's Rm Foyer #35 | 312 |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F4168A | | 3 | 176 | FO-02 | 2nd Fl Office #1 | 528 |
| F4169A | | 3 | 264 | FO-02 | 2nd Fl Office #2 | 792 |
| F4170A | | 3 | 506 | FO-02 | 2nd Fl Office #3 | 1518 |
| F4171A | | 3 | 1008 | FO-02 | 2nd Fl Manager's Reception Area #6 | 3024 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F4172A | | 3 | 628 | FO-02 | 2nd Fl Front Hallway #7 | 1884 |
| F4173A | | 3 | 264 | FO-02 | 2nd Fl Office #8 | 792 |
| F4174A | | 3 | 228 | FO-02 | 2nd Fl Office #9 | 684 |
| F4175A | | 3 | 4672 | FO-02 | 2nd Fl Cubicle Area #13 | 14016 |
| F4176A | | 3 | 176 | FO-02 | 2nd Fl Office #14 | 528 |
| F4177A | | 3 | 264 | FO-02 | 2nd Fl Office #15 | 792 |
| F4178A | | 3 | 187 | FO-02 | 2nd Fl Office #16 | 561 |
| F4179A | | 3 | 154 | FO-02 | 2nd Fl Office #17 | 462 |
| F4180A | | 3 | 1763 | FO-02 | 2nd Fl Cubicle Area #18 | 5289 |
| F4181A | | 3 | 180 | FO-02 | 2nd Fl Office #21 | 540 |
| F4182A | | 3 | 144 | FO-02 | 2nd Fl Office #22 | 432 |
| F4183A | | 3 | 1922 | FO-02 | 2nd Fl Cubicle Area #23 | 5766 |
| F4184A | | 3 | 144 | FO-02 | 2nd Fl Office #24 | 432 |
| F4185A | | 3 | 180 | FO-02 | 2nd Fl Office #25 | 540 |
| F4186A | | 3 | 196 | FO-02 | 2nd Fl Office #27 | 588 |
| F4187A | | 3 | 168 | FO-02 | 2nd Fl Office #28 | 504 |
| F4188A | | 3 | 639 | FO-02 | 2nd Fl E/W Rear Hallway #32 | 1917 |
| F4189A | | 3 | 170 | FO-02 | 2nd Fl Conference Rm #35 | 510 |
| F4190A | | 3 | 209 | FO-02 | 2nd Fl Conference Rm #37 | 627 |
| F4191A | | 3 | 126 | FO-02 | 2nd Fl M/R Hallway #40 | 378 |
| F4192A | | 3 | 400 | FO-02 | 2nd Fl Conference Rm #41 | 1200 |
| F4193A | | 3 | 170 | FO-02 | 2nd Fl Women's Rm Hallway #43 | 510 |
| F4194A | | 3 | 228 | FO-02 | 2nd Fl Rm #44 | 684 |
| F4195A | | 3 | 216 | FO-02 | 2nd Fl Rm #45 | 648 |
| F4196A | | 3 | 416 | FO-02 | 2nd Fl Conference Rm #46 | 1248 |

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
|---|---|---|---|---|---|---|
| F4197A | | 3 | 126 | FO-02 | 1st Fl Room #27 PA | 378 |
| F4198A | | 3 | 140 | FO-02 | 1st Fl Room #26 PA | 420 |
| F4199A | | 3 | 154 | FO-02 | 1st Fl Room #25 PA | 462 |
| F4200A | | 3 | 126 | FO-02 | 1st Fl Room #24 PA | 378 |
| F4201A | | 3 | 99 | FO-02 | 1st Fl Cubicle 101 | 297 |
| F4202A | | 3 | 196 | FO-02 | 1st Fl Room 106 | 588 |
| F4348A | | 3 | 1,440 | FO-02 | 1st Fl Assembly Area | 4320 |
| F4349A | | 6 | 1,785 | FO-02 | 2nd floor snow eating area (Nov 1st- May1st Only) | 10710 |
| | | | | | **Total** | **240957** |
| F4203A | F4275A | 4 | 2253 | FO-04 | 1st Fl Snow Desk Area Hallway | 9012 |
| F4204A | F4276A | 4 | 5337 | FO-04 | 1st Fl North Wing | 21348 |
| F4205A | F4277A | 4 | 3075 | FO-04 | 1st Fl Center | 12300 |
| F4206A | F4278A | 4 | 3074 | FO-04 | 1st Fl East Wing | 12296 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F4207A | F4279A | 4 | 154 | FO-04 | 1st Floor Room #103 | 616 |
| F4208A | F4280A | 4 | 240 | FO-04 | 1st Fl Room #94 | 960 |
| F4209A | F4281A | 4 | 78 | FO-04 | 1st Floor Room #79 | 312 |
| F4210A | F4282A | 4 | 520 | FO-04 | Security Office Hallway | 2080 |
| F4211A | F4283A | 4 | 112 | FO-04 | 1st Floor Room #80 | 448 |
| F4212A | F4284A | 4 | 130 | FO-04 | 1st Floor Room #123 | 520 |
| F4213A | F4285A | 4 | 715 | FO-04 | 2nd Fl Rear Exit Corridor (Behind St Amb. L/R) | 2860 |
| F4214A | F4286A | 4 | 576 | FO-04 | 2nd Fl Women's St Ambassador L/R | 2304 |
| F4215A | F4287A | 4 | 875 | FO-04 | 2nd Fl Men's St Ambassador L/R | 3500 |
| F4216A | F4288A | 4 | 1160 | FO-04 | 2nd Fl Women's L/R (Security) Annex | 4640 |
| F4217A | F4289A | 4 | 2720 | FO-04 | 2nd Fl Men's L/R (Security) Annex | 10880 |
| F4219A | F4291A | 4 | 576 | FO-04 | 2nd Fl Corridor (Annex) | 2304 |
| F4220A | F4292A | 4 | 128 | FO-04 | 2nd Fl Copy Rm #4 | 512 |
| F4221A | F4293A | 4 | 104 | FO-04 | 2nd Fl Copy Rm #10 | 416 |
| F4222A | F4294A | 4 | 104 | FO-04 | 2nd Fl Rm #11 | 416 |
| F4223A | F4295A | 4 | 156 | FO-04 | 2nd Fl Rm #12 | 624 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F4224A | F4296A | 4 | 99 | FO-04 | 2nd Fl Kitchen #19 | 396 |
| F4225A | F4297A | 4 | 105 | FO-04 | 2nd Fl Kitchen #20 | 420 |
| F4181A | F4347A | 4 | 180 | FO-04 | 2nd Fl Office #21 | 720 |
| F4226A | F4298A | 4 | 289 | FO-04 | 2nd Fl Mailroom #26 | 1156 |
| F4227A | F4299A | 4 | 108 | FO-04 | 2nd Fl Copy Rm #29 | 432 |
| F4228A | F4300A | 4 | 108 | FO-04 | 2nd Fl Kitchen #30 | 432 |
| F4229A | F4301A | 4 | 130 | FO-04 | 2nd Fl Storage Rm #31 | 520 |
| F4230A | F4302A | 4 | 768 | FO-04 | 2nd Fl Central File Rm #33 | 3072 |
| F4231A | F4303A | 4 | 80 | FO-04 | 2nd Fl Kitchen #36 | 320 |
| F4232A | F4304A | 4 | 740 | FO-04 | 2nd Fl #38 | 2960 |
| F4233A | F4305A | 4 | 132 | FO-04 | 2nd Fl Copy Rm #47 | 528 |
| F4234A | F4306A | 4 | 121 | FO-04 | 2nd Fl Storage #48 | 484 |
| F4235A | F4307A | 4 | 7640 | FO-04 | 2nd Fl Rear Hallway #49 | 30560 |
| F4236A | F4308A | 4 | 4210 | FO-04 | 3rd Fl Rear Hallway #37 | 16840 |
| F4237A | F4309A | 4 | 1010 | FO-04 | 3rd Fl Elevator Corridor #38 | 4040 |
| F4162A | F4348A | 4 | 484 | FO-04 | 3rd Fl Lunch Room #30 | 1936 |
| F4238A | F4310A | 4 | 36 | FO-04 | 3rd Fl Kitchen Area #39 | 144 |
| F4239A | F4311A | 4 | 40 | FO-04 | 3rd Fl Kitchen Area #40 | 160 |
| F4240A | F4312A | 4 | 140 | FO-04 | 3rd Fl Blueprint Rm #36 | 560 |
| F4241A | F4313A | 4 | 403 | FO-04 | 1st Fl Five Star Hallway | 1612 |
| F4242A | F4314A | 4 | 252 | FO-04 | 1st Fl Five Star Lobby | 1008 |
| F4246A | F4318A | 4 | 121 | FO-04 | 1st Fl Five Star Rm #11 | 484 |
| F4247A | F4319A | 4 | 420 | FO-04 | 1st Fl Five Star Rm #13 | 1680 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F4248A | F4320A | 4 | 188 | FO-04 | 1st Fl Five Star Rm #15 | 752 |
| F4249A | F4321A | 4 | 457 | FO-04 | 1st Fl Five Star Rm #16 | 1828 |
| F4250A | F4322A | 4 | 221 | FO-04 | 1st Fl Re's Kitchen #60 | 884 |
| F4251A | F4323A | 4 | 120 | FO-04 | 1st Fl Re's Store Rm #61 | 480 |
| F4252A | F4324A | 4 | 120 | FO-04 | 1st Fl Re's Copy Rm #62 | 480 |
| F4253A | F4325A | 4 | 220 | FO-04 | Mtc Supervisor Entrance Corridor | 880 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F4254A | F4326A | 12 | 133 | FO-04 | Mtc Supervisor By-Pass Corridor | 1596 |
| F4255A | F4327A | 4 | 133 | FO-04 | 1st Fl Mtc Supervisor's Kitchen Rm #42 | 532 |
| F4256A | F4328A | 12 | 384 | FO-04 | Electric Shop Kitchen | 4608 |
| F4257A | F4329A | 12 | 44 | FO-04 | Electric Shop Bathroom | 528 |
| F4258A | F4330A | 6 | 200 | FO-04 | 1st Fl Electric Shop Offices (2) | 1200 |
| F4259A | F4331A | 12 | 572 | FO-04 | 1st Fl Electrician's Locker Room | 6864 |
| F4260A | F4332A | 2 | 112 | FO-04 | 1st Fl Room 28 | 224 |
| F4261A | F4333A | 4 | 176 | FO-04 | 1st Fl Room 29 | 704 |
| F4262A | F4334A | 2 | 48 | FO-04 | 1st Fl Room 38 | 96 |
| F4263A | F4335A | 4 | 731 | FO-04 | 1st Fl Room 78 | 2924 |
| F4264A | F4336A | 4 | 99 | FO-04 | 1st Fl Room 102 | 396 |
| F4265A | F4337A | 4 | 99 | FO-04 | 1st Fl Room 111 | 396 |
| F4266A | F4338A | 4 | 130 | FO-04 | 1st Fl Room 123 | 520 |
| F4267A | F4339A | 4 | 192 | FO-04 | 1st Fl Room 133 | 768 |
| F4268A | F4340A | 4 | 912 | FO-04 | 1st Fl Room 134 | 3648 |
| F4269A | F4341A | 4 | 60 | FO-04 | 2nd Fl Office #53 | 240 |
| F4270A | F4342A | 4 | 80 | FO-04 | 2nd Fl Office #59 | 320 |
| F4271A | F4343A | 4 | 50 | FO-04 | 2nd Fl Office #61 | 200 |
| F4272A | F4344A | 4 | 160 | FO-04 | 2nd Fl Office #63 | 640 |
| F4273A | F4345A | 4 | 117 | FO-04 | 2nd Fl Office #82 | 468 |
| F4274A | F4346A | 4 | 99 | FO-04 | 2nd Fl Office #83 | 396 |
| F4275A | | 4 | 576 | FO-04 | 1st floor room 88 | 2304 |
| F4276A | | 4 | 238 | FO-04 | 1st floor room 93 | 952 |
| F4277A | | 4 | 308 | FO-04 | 1st floor room 95 | 1232 |
| F4278A | | 4 | 234 | FO-04 | 1st floor room 96 | 936 |
| F4279A | | 4 | 722 | FO-04 | 1st floor room 112 | 2888 |
| F4280A | | 4 | 480 | FO-04 | 3rd floor telephone room | 1920 |
| F4281A | | 4 | 663 | FO-04 | 2nd floor snow eating area (NOV-MAY 1st only) | 2652 |
| | | | | | **Total** | **204264** |

| | | | | | | |
|---|---|---|---|---|---|---|
| F4275A | F4203A | 52 | 2253 | FO-05 | 1st Fl Snow Desk Area Hallway | 117156 |
| F4276A | F4204A | 52 | 5337 | FO-05 | 1st Fl North Wing | 277524 |
| F4277A | F4205A | 52 | 3075 | FO-05 | 1st Fl Center | 159900 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F4278A | F4206A | 52 | 3074 | FO-05 | 1st Fl East Wing | 159848 |
| F4279A | F4207A | 52 | 154 | FO-05 | 1st Floor Room #103 | 8008 |
| F4280A | F4208A | 52 | 240 | FO-05 | 1st Fl Room #94 | 12480 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F4281A | F4209A | 52 | 78 | FO-05 | 1st Floor Room #79 | 4056 |
| F4282A | F4210A | 52 | 520 | FO-05 | Security Office Hallway | 27040 |
| F4283A | F4211A | 52 | 112 | FO-05 | 1st Floor Room #80 | 5824 |
| F4284A | F4212A | 52 | 130 | FO-05 | 1st Floor Room #123 | 6760 |
| F4285A | F4213A | 52 | 715 | FO-05 | 2nd Fl Rear Exit Corridor (Behind St Amb. L/R) | 37180 |
| F4286A | F4214A | 52 | 576 | FO-05 | 2nd Fl Women's St Ambassador L/R | 29952 |
| F4287A | F4215A | 52 | 875 | FO-05 | 2nd Fl Men's St Ambassador L/R | 45500 |
| F4288A | F4216A | 52 | 1160 | FO-05 | 2nd Fl Women's L/R (Security) Annex | 60320 |
| F4289A | F4217A | 52 | 2720 | FO-05 | 2nd Fl Men's L/R (Security) Annex | 141440 |
| F4291A | F4219A | 52 | 576 | FO-05 | 2nd Fl Corridor (Annex) | 29952 |
| F4292A | F4220A | 52 | 128 | FO-05 | 2nd Fl Copy Rm #4 | 6656 |
| F4293A | F4221A | 52 | 104 | FO-05 | 2nd Fl Copy Rm #10 | 5408 |
| F4294A | F4222A | 52 | 104 | FO-05 | 2nd Fl Rm #11 | 5408 |
| F4295A | F4223A | 52 | 156 | FO-05 | 2nd Fl Rm #12 | 8112 |
| F4296A | F4224A | 52 | 99 | FO-05 | 2nd Fl Kitchen #19 | 5148 |
| F4297A | F4225A | 52 | 105 | FO-05 | 2nd Fl Kitchen #20 | 5460 |
| F4298A | F4226A | 52 | 289 | FO-05 | 2nd Fl Mailroom #26 | 15028 |
| F4299A | F4227A | 52 | 108 | FO-05 | 2nd Fl Copy Rm #29 | 5616 |
| F4300A | F4228A | 52 | 108 | FO-05 | 2nd Fl Kitchen #30 | 5616 |
| F4301A | F4229A | 52 | 130 | FO-05 | 2nd Fl Storage Rm #31 | 6760 |
| F4302A | F4230A | 52 | 768 | FO-05 | 2nd Fl Central File Rm #33 | 39936 |
| F4303A | F4231A | 52 | 80 | FO-05 | 2nd Fl Kitchen #36 | 4160 |
| F4304A | F4232A | 52 | 740 | FO-05 | 2nd Fl #38 | 38480 |
| F4305A | F4233A | 52 | 132 | FO-05 | 2nd Fl Copy Rm #47 | 6864 |
| F4306A | F4234A | 52 | 121 | FO-05 | 2nd Fl Storage #48 | 6292 |
| F4307A | F4235A | 52 | 7640 | FO-05 | 2nd Fl Rear Hallway #49 | 397280 |
| F4308A | F4236A | 52 | 4210 | FO-05 | 3rd Fl Rear Hallway #37 | 218920 |
| F4309A | F4237A | 52 | 1010 | FO-05 | 3rd Fl Elevator Corridor #38 | 52520 |
| F4310A | F4238A | 52 | 36 | FO-05 | 3rd Fl Kitchen Area #39 | 1872 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F4311A | F4239A | 52 | 40 | FO-05 | 3rd Fl Kitchen Area #40 | 2080 |
| F4312A | F4240A | 52 | 140 | FO-05 | 3rd Fl Blueprint Rm #36 | 7280 |
| F4313A | F4241A | 52 | 403 | FO-05 | 1st Fl Five Star Hallway | 20956 |
| F4314A | F4242A | 52 | 252 | FO-05 | 1st Fl Five Star Lobby | 13104 |
| F4318A | F4246A | 52 | 121 | FO-05 | 1st Fl Five Star Rm #11 | 6292 |
| F4319A | F4247A | 52 | 420 | FO-05 | 1st Fl Five Star Rm #13 | 21840 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F4320A | F4248A | 52 | 188 | FO-05 | 1st Fl Five Star Rm #15 | 9776 |
| F4321A | F4249A | 52 | 457 | FO-05 | 1st Fl Five Star Rm #16 | 23764 |
| F4322A | F4250A | 52 | 221 | FO-05 | 1st Fl Re's Kitchen #60 | 11492 |
| F4323A | F4251A | 52 | 120 | FO-05 | 1st Fl Re's Store Rm #61 | 6240 |
| F4324A | F4252A | 52 | 120 | FO-05 | 1st Fl Re's Copy Rm #62 | 6240 |
| F4325A | F4253A | 52 | 220 | FO-05 | Mtc Supervisor Entrance Corridor | 11440 |
| F4326A | F4254A | 52 | 133 | FO-05 | Mtc Supervisor By-Pass Corridor | 6916 |
| F4327A | F4255A | 52 | 133 | FO-05 | 1st Fl Mtc Supervisor's Kitchen #42 | 6916 |
| F4328A | F4256A | 52 | 384 | FO-05 | Electric Shop Kitchen | 19968 |
| F4329A | F4257A | 52 | 44 | FO-05 | Electric Shop Bathroom | 2288 |
| F4330A | F4258A | 52 | 200 | FO-05 | 1st Fl Electric Shop Offices (2) | 10400 |
| F4331A | F4259A | 52 | 572 | FO-05 | 1st Fl Electrician's Locker Room | 29744 |
| F4332A | F4260A | 52 | 112 | FO-05 | 1st Fl Room 28 | 5824 |
| F4333A | F4261A | 52 | 176 | FO-05 | 1st Fl Room 29 | 9152 |
| F4334A | F4262A | 52 | 48 | FO-05 | 1st Fl Room 38 | 2496 |
| F4335A | F4263A | 52 | 731 | FO-05 | 1st Fl Room 78 | 38012 |
| F4336A | F4264A | 52 | 99 | FO-05 | 1st Fl Room 102 | 5148 |
| F4337A | F4265A | 52 | 99 | FO-05 | 1st Fl Room 111 | 5148 |
| F4339A | F4267A | 52 | 192 | FO-05 | 1st Fl Room 133 | 9984 |
| F4340A | F4268A | 52 | 912 | FO-05 | 1st Fl Room 134 | 47424 |
| F4341A | F4269A | 52 | 60 | FO-05 | 2nd Fl Office #53 | 3120 |
| F4342A | F4270A | 52 | 80 | FO-05 | 2nd Fl Office #59 | 4160 |
| F4343A | F4271A | 52 | 50 | FO-05 | 2nd Fl Office #61 | 2600 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| F4344A | F4272A | 52 | 160 | FO-05 | 2nd Fl Office #63 | 8320 |
| F4345A | F4273A | 52 | 117 | FO-05 | 2nd Fl Office #82 | 6084 |
| F4346A | F4274A | 52 | 99 | FO-05 | 2nd Fl Office #83 | 5148 |
| F4347A | F4181A | 52 | 180 | FO-05 | 2nd Fl Office #21 | 9360 |
| F4348A | F4162A | 52 | 484 | FO-05 | 3rd Fl Lunch Room #30 | 25168 |
| F4349A | | 52 | 576 | FO-05 | 1st floor room 88 | 29952 |
| F4350A | | 52 | 238 | FO-05 | 1st floor room 93 | 12376 |
| F4351A | | 52 | 308 | FO-05 | 1st floor room 95 | 16016 |
| F4352A | | 52 | 234 | FO-05 | 1st floor room 96 | 12168 |
| F4353A | | 52 | 722 | FO-05 | 1st floor room 112 | 37544 |
| F4354A | | 52 | 480 | FO-05 | 3rd floor telephone room | 24960 |
| F4355A | | 26 | 663 | FO-05 | 2nd floor snow eating area (NOV-MAY 1st only) | 17238 |
| | | | | | **Total** | **2512614** |
| G4001A | | 2 | 8444 | GO-01 | Inside Glass 1st, 2nd and 3rd Floors | 16888 |
| G4002A | | 2 | 16648 | GO-01 | Outside Glass 1st, 2nd and 3rd Floors | 33296 |

| | | | | | |
|---|---|---|---|---|---|
| | | | | **Total** | **50184** |
| W4001A | 4 | 304 | WO-01 | Five Star Men's Room | 1216 |
| W4002A | 4 | 224 | WO-01 | Five Star Women's Room | 896 |
| W4003A | 4 | 256 | WO-01 | Port Authority Unisex Lavatory | 1024 |
| W4004A | 4 | 864 | WO-01 | Front Women's Room 3rd Fl Rm #41 | 3456 |
| W4005A | 4 | 544 | WO-01 | Front Men's Room 3rd Fl Rm #42 | 2176 |
| W4006A | 4 | 272 | WO-01 | Rear Men's Room 3rd Fl Rm #43 | 1088 |
| W4007A | 4 | 272 | WO-01 | Rear Women's Room 3rd Fl Rm #44 | 1088 |
| W4008A | 4 | 672 | WO-01 | East Wing Common Corridor Women's Rm 1st Fl | 2688 |
| W4009A | 4 | 672 | WO-01 | East Wing Common Corridor Men's Rm 1st Fl | 2688 |
| W4010A | 4 | 304 | WO-01 | Press Room Women's Room 1st Fl | 1216 |
| W4011A | 4 | 304 | WO-01 | Press Room Men's Room 1st Fl | 1216 |
| W4012A | 4 | 256 | WO-01 | Press Room Unisex Lavatory 1st Fl | 1024 |
| W4013A | 4 | 224 | WO-01 | Security Unisex Lavatory 1st Fl Rm #110 | 896 |
| W4014A | 4 | 560 | WO-01 | Security Lobby Men's Room 1st Fl Rm #58 | 2240 |
| W4015A | 4 | 800 | WO-01 | Security Lobby Women's Room 1st Fl Rm #59 | 3200 |
| W4016A | 4 | 720 | WO-01 | 2nd Fl Women's Room (Annex) | 2880 |
| W4017A | 4 | 720 | WO-01 | 2nd Fl Men's Room (Annex) | 2880 |
| W4018A | 4 | 400 | WO-01 | 2nd Fl Manager's Bathroom Rm #5 | 1600 |
| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | Annual Sq Ft |
| W4019A | 4 | 576 | WO-01 | 2nd Fl Men' Room #35 | | 2304 |
| W4020A | 4 | 794 | WO-01 | 2nd Fl Women's Room #42 | | 3176 |
| W4021A | 4 | 752 | WO-01 | 2nd Fl Rear Men's Room #57 | | 3008 |
| W4022A | 4 | 544 | WO-01 | 2nd Fl Rear Women's Room #58 | | 2176 |
| | | | | | **Total** | **44136** |
| W4023A | 1 | 360 | WO-02 | 3rd Fl Cubicle Walls #25 | | 360 |
| W4024A | 1 | 2605 | WO-02 | 3rd Fl Cubicle Walls #24 | | 2605 |
| W4025A | 1 | 1948 | WO-02 | 3rd Fl Cubicle Walls #22 | | 1948 |
| W4026A | 1 | 1237 | WO-02 | 3rd Fl Cubicle Walls #21 | | 1237 |
| W4027A | 1 | 2000 | WO-02 | 2nd Fl Cubicle Walls #1 | | 2000 |
| W4028A | 1 | 1500 | WO-02 | 2nd Fl Cubicle Walls #2 | | 1500 |
| W4029A | 1 | 1000 | WO-02 | 2nd Fl Cubicle Walls #3 | | 1000 |
| W4030A | 1 | 1000 | WO-02 | 1st Fl Cubicle Walls #1 | | 1000 |
| W4031A | 1 | 3,723 | WO-02 | 2nd Fl Cubicle Area #60 | | 3723 |
| | | | | | **Total** | **15373** |
| F14-W1 | 6 | 400 | FO-06 | Ast. Manager Maint. Office | | 400 |

| | | | | | | |
|---|---|---|---|---|---|---|
| F14-W2 | 6 | 400 | FO-06 | Chief Structural Office | | 400 |
| F14-W3 | | 400 | FO-06 | Chief Electrical Office | | 400 |
| F14-W4 | | 350 | FO-06 | 2nd Floor Center Hallway | | 350 |
| | | | | | **Total** | **1550** |

**10. Bldg 156C Periodic Cleaning**

| Area | AltArea | Freq | Sq Ft | Operation Code | Area Name | | Annual Sq Ft |
|---|---|---|---|---|---|---|---|
| F6023A | | 6 | 192 | FO-02 | 3rd Floor Elevator Lobby | | 1152 |
| F6024A | | 6 | 210 | FO-03 | 10th Floor Elevator Lobby | | 1260 |
| F6025A | | 6 | 210 | FO-03 | 6th Floor Elevator Lobby | | 1260 |
| F6026A | | 6 | 210 | FO-03 | 8th Floor Elevator Lobby | | 1260 |
| F6027A | | 6 | 210 | FO-03 | 11th Floor Elevator Lobby | | 1260 |
| F6028A | | 6 | 210 | FO-03 | 12th Floor Elevator Lobby | | 1260 |
| F6029A | | 6 | 210 | FO-03 | 13th Floor Elevator Lobby | | 1260 |
| | | | | | | **Total** | **7560** |
| F6030A | F6033A | 6 | 180 | FO-04 | 14th Floor Elevator Lobby | | 1080 |
| F6031A | F6034A | 6 | 512 | FO-04 | 1st Floor Corridor | | 3072 |
| F6032A | F6035A | 6 | 239 | FO-04 | 1st Floor Elevator Lobby | | 1434 |
| | | | | | | **Total** | **5586** |
| F6033A | F6030A | 26 | 180 | FO-05 | 14th Floor Elevator Lobby | | 4680 |
| F6034A | F6031A | 26 | 512 | FO-05 | 1st Floor Corridor | | 13312 |
| F6035A | F6032A | 26 | 210 | FO-05 | 1st Floor Elevator Lobby | | 5460 |
| | | | | | | **Total** | **23452** |

**41. Building 14**

**Surfaces and Approximate Size (Sq. Ft.)**

**MAIN BUILDING**

**First Floor and Annex**
Carpeted Areas - 27,672 sq. ft.
Tiled Floor - 24,290 sq. ft.
Ceramic/Quarry - 3,865 sq. ft.

**Second Floor**
Carpeted Areas - 30,911 sq. ft.
Vinyl Tiled Floor - 13,464 sq. ft.
Ceramic/Quarry - 3,504 sq. ft.

**Third Floor**

Carpeted Areas - 29,850 sq. ft.
Vinyl Tiled Floor - 4,406 sq. ft.
Perelli Tiled Floor - 1,010 sq. ft.
Ceramic/Quarry - 766 sq. ft.

**AUTO SHOP AND STOCK ROOM**

**First and Second Floor**
Carpeted Areas - 1,896 sq. ft.
Tiled Floor - 2,842 sq. ft.
Ceramic - 1,067 sq. ft.

11:30 a.m. – 8:00 p.m.
5 Days Per Week, Except Holidays

Main Lobby and Associated Areas

Carpeted Areas- 8,000 sq.ft.
Ceramic Tile- 4,000
7:30 a.m. – 4:00 p.m.
7 Days per Week

1. **Policing:** Continuous daily policing in all areas other than the Auto Shop, Stock Room in accordance with the procedures described herein during the hours of 7:00 a.m. through 11:00 p.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a continually clean condition.

   The Auto Shop and Stockroom offices, lavatories, locker rooms, corridors, stairwells, vestibules, shop floors and kitchen areas shall be continuously policed in accordance with the procedures as described herein, from 11:30 a.m. through 8:00 p.m. five (5) days per week excluding holidays, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairways, vestibules and kitchen areas, in accordance with the procedures given herein during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** For periodic cleaning refer to this section of the contract labeled "Periodic Cleaning."

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**42. Building 161**

**Surfaces and Approximate Size (Sq. Ft.)**

**First Floor**
Ceramic Tile 100 sq. ft.

1. **Thorough Cleaning:** Perform thorough cleaning of the lavatory in accordance with the procedures given herein, every Monday and Friday during the hours of 8:00 a.m. to 9:00 a.m., excluding holidays of the area listed above, ensuring a thoroughly clean condition.

**43. Building 269**

**Surfaces and Approximate Size (Sq. Ft.)**

**First and Second Floor**
Carpeted Areas 2,986 sq. ft.
Vinyl Tiled Floor 16,056 sq. ft.
Ceramic/Quarry Tile 2,307 sq. ft.

**STATION 3**
Continuous daily policing/thorough cleaning performed during the hours given herein, seven (7) days per Week

1. **Policing:** Continuous daily policing in accordance with the procedures described herein, with one male and one female cleaner, from 7:00 AM to 10:30 PM, 7 days per week, of the areas listed above, ensuring a continually clean condition. The two ambulances are to be cleaned once a day between the hours of 7:00 a.m. and 11:00 a.m.

   **Ambulance Cleaning:** Both ambulances shall be cleaned daily seven (7) days per week inclusive of holidays, in accordance with the following procedure:

   The Contractor shall use a mixture of soap and water to wash down any gross dried dirt. A solution of one-quarter (1/4) to one-half (1/2) cup of bleach to one (1) gallon of water will be used to wash the ceilings, walls, cabinet doors, shelves, benches, floor, and all exposed surfaces. (The solution must be made every twenty-four (24) hours. Allow to air dry. Any changes associated with this Work are part of "Thorough Cleaning".

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairways, vestibules and kitchen areas, in accordance with the procedures as described herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** For periodic cleaning refer to this section of the contract labeled "Periodic Cleaning"

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**44. Buildings 254 And 255**

**Surfaces and Approximate Size (Sq. Ft.)**

**Building 254**

**First Floor and Annex**
Carpeted areas 2,086 sq. ft.
Vinyl Tiled Floor 5,034 sq. ft.
Ceramic/Quarry 1,326 sq. ft.
Concrete Floor 9,213 sq. ft.

**Building 255**

**First and Second Floor**
Ceramic Quarry Areas 679 sq. ft.
Vinyl Tiled Floors 751 sq. ft.

1. **Policing:** Perform continuous policing, in accordance with the procedures described herein, during the hours of 11:30 a.m. through 4:00 p.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a continually clean condition.

2. **Periodic Cleaning:** for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

3. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**45. Building 215**

**Surfaces and Approximate Size (Sq. Ft.)**

**First Floor**
Vinyl Tiled Floor 1,612 sq. ft
Cermanic Tiles 1250 sq. ft

Glass 300 sq. ft.
Concrete 1850 sq. ft

1. **Policing:** Continuous policing of the areas described above shall be done in accordance with the following schedule: 10:00 a.m. to 11:00 a.m., 2:00 p.m. to 3:00 p.m. in accordance with the procedures given herein, five (5) days per week, excluding holidays, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of lavatories, corridors, locker rooms, kitchens, in accordance with the procedures given herein, during the hours of 7:00 a.m. through 3:00 p.m., five (5) days per week, excluding holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**46. Building 156**

**Surfaces and Approximate Size (Sq. Ft.)**

**Port Authority, FAA and Common Area Floors**
Carpeted areas 8,095 sq. ft.
Vinyl Tiled Floor 1,750 sq. ft.
Ceramic/Quarry Tile 1,100 sq. ft.
Concrete Floors 1,260 sq. ft.
Cement Stairwells 5,767 sq. ft.

1. **Policing:** Continuous policing of the areas described above shall be done in accordance with the following schedule: 11:30 a.m. to 8:00 p.m. in accordance with the procedures given herein, five (5) days per week, including holidays, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairways, vestibules and kitchen areas, in accordance with the procedures given herein, during the hours of 11:30 p.m. through 7:30 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition. The Contractor shall have the cleaner perform at least four (4) hours of thorough cleaning per day.

3. **Periodic Cleaning:** for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**47. Building 145**

**Surfaces and Approximate Size (Sq. Ft.)**

**First and Second Floor**
Carpeted Areas 5,695
Vinyl Tiled Floor 1,653 sq. ft.
Ceramic/Quarry Tile 1,214 sq. ft.
Raised Computer Floor 224 sq. ft.

1. Continuous daily policing 7:00 a.m. – 11:30 p.m., seven days (7) per week, including holidays, of the areas listed above, in accordance with the procedures described herein.

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, elevators, stairways, vestibules and kitchen areas, in accordance with the procedures as described herein, during the hours of 11:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for periodic cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**48. Building 60**

**Surfaces and Approximate Size (Sq. Ft.)**

**First Floor**
Ceramic Tile Floor 10,500sq. ft.

1. **Thorough Cleaning:** Perform thorough cleaning of lavatories and lobby in accordance with the procedures given herein during the hours of 9:00 a.m. through 1:00 p.m., seven (7) days per week, including holidays, of the areas listed above ensuring a thoroughly clean condition.

2. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

3. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**49. Building 141**

**Surfaces and Approximate Size (Sq. Ft.)**

**First and Second Floor**
Vinyl Tiled Floor 6.325 sq. ft.
Ceramic/Terrazzo Floors 830 sq. ft.

1. **Policing:** Continuous policing of restrooms, corridors, stairwells and lobby shall be done in accordance with the following schedule: 8:00 a.m. to 9:00 a.m., 1:00 p.m. to 2:00 p.m., and 6:00 p.m. to 7:00 p.m. in accordance with the procedures given herein, seven (7) days per week, including holidays, of the areas listed above, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of restrooms, corridors, stairwells, and lobby in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning"

**50. Building 15**

**Surfaces and Approximate Size (Sq. Ft.)**

**First Floor**
Carpeted Areas 50 sq. ft.
Ceramic/Quarry Tile 568 sq. ft.

1. **Policing:** Continuous daily policing five days (5) per week, excluding holidays, in accordance with the procedures described herein, between the hours of 10:30 a.m. and 11:30 a.m. and 3:30 p.m. and 5:00 p.m. of the areas listed above, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of lobby, lavatories, corridors, elevator, stairways, and vestibule in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., five (5) days per week, excluding holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**51. Building 208**

**Surfaces and Approximate Size (Sq. Ft.)**

**First Floor**
Carpeted Areas 1,901 sq. ft.
Ceramic/Concrete Surface 733 sq. ft.
Vinyl Tile 624 sq. ft.

1. **Policing:** Continuous daily policing seven days (7) per week, including holidays, in accordance with the procedures described herein, between the hours of 10:00 a.m. to 11:00 a.m., 2:00 p.m. to 3:00 p.m. and 6:00 p.m. to 7:00 p.m. of the areas listed above, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairway, vestibule and kitchen area, in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**52. Building 142**

**Surfaces and Approximate Size (Sq. Ft.)**

**First and Second Floor**
Vinyl Tiled Floor 1,610 sq. ft.
Ceramic/Quarry Tile & Concrete 6,466 sq. ft.

1. **Policing:** Continuous policing of restrooms, offices, and store room shall be done in accordance with the following schedule: 9:3 0 a.m. to 10:3 0 a.m and 1:30 p.m. to 2:3 0 p.m., in accordance with the procedures as described herein, five (5) days per week excluding holidays, of the areas listed above, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of lavatories, offices and store room, in accordance with the procedures given as described herein , during the hours of 3:30 p.m. through 5:00 p.m., five (5) days per week, excluding holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

## 53. Green Parking Garage-Building 30

**Surfaces and Approximate Size (Sq. Ft.)**

**First Floor**
Vinyl Tile-384 sq. ft.
Glass and adjacent metal-6,000 sq. ft.

**1. Thorough Cleaning** : Perform thorough cleaning of the six elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

**54. Blue Parking Garage-Building 36**

**Surfaces and Approximate Sq. Ft.**

**First Floor**
Vinyl Tile-224 sq. ft.
Glass and adjacent metal-4,800 sq. ft.

1. **Thorough Cleaning** : Perform thorough cleaning of the four elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

**55. Red Parking Garage-Building 34**

**Surfaces and Approximate Sq. Ft.**

**First Floor**
Vinyl Tile-224 sq. ft.
Glass and adjacent metal-4,800 sq. ft.

1. **Thorough Cleaning** : Perform thorough cleaning of the four elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

**56. Yellow Parking Garage-Building 29**

**Surfaces and Approximate Sq. Ft.**

**First Floor**
Vinyl Tile-224 sq. ft.
Glass and adjacent metal-4,800 sq. ft.

1. **Thorough Cleaning** : Perform thorough cleaning of the four elevators in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition. Glass and metal shall be washed and rinsed as part of the thorough cleaning.

## 57. Terminal 4-Travelers Aid

**Surfaces and Approximate Sq. Ft.**

**First Floor**
Vinyl Tile-168 sq. ft.
Glass and adjacent metal-405 sq. ft.

**1. Thorough Cleaning** : Perform thorough cleaning in accordance with the procedures given herein, Monday through Sunday between the hours of 7:00 AM and 3:00 PM, inclusive of holidays, ensuring a thoroughly clean condition.

## 58. Building 111

**Surfaces and Approximate Size (Sq. Ft.)**

**First Floor**
Carpeted Areas 2,901 sq. ft.
Ceramic/Concrete Surface 1,759 sq. ft.
Vinyl Tile 3,750 sq. ft.

1. **Policing:** Continuous daily policing seven days (7) per week, including holidays, in accordance with the procedures described herein, between the hours of 10:00 a.m. to 11:00 a.m., 2:00 p.m. to 3:00 p.m. and 6:00 p.m. to 7:00 p.m. of the areas listed above, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of offices, lavatories, locker rooms, corridors, stairway, vestibule and kitchen area, in accordance with the procedures given herein, during the hours of 10:30 p.m. through 7:00 a.m., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

**59. Howard Beach Air Train Terminal Building # 415**

**Thorough Cleaning and Policing Procedures**

Thorough cleaning of the Terminal shall consist of the following as a minimum:
Triple action all floor surfaces nightly; burnish all terrazzo surfaces twice weekly. Nightly, dust and damp wipe all handrails, spot wash door and wall surfaces, dust wall ledges and radiators, spot clean all smears and fingerprints from all glass surfaces, sweep and damp mop all staircases, sweep all exterior sidewalks, spot re-lamp as necessary, damp wipe all metal surfaces. Continuous policing of the Terminal for trash and debris shall be done during the tours.
All trash and debris shall be removed from the site and placed as directed by the Port Authority.

1. **Policing:** Continuous daily policing seven days (7) per week, including holidays, in accordance with the procedures described herein, of the areas listed above, ensuring a continually clean condition.

2. **Thorough Cleaning:** Perform thorough cleaning of lavatories, corridors, stairway, vestibule and lobby areas, and building frontage in accordance with the procedures given herein, continously., seven (7) days per week, including holidays, of the areas listed above, ensuring a thoroughly clean condition.

3. **Periodic Cleaning:** for Periodic Cleaning refer to this section of the contract labeled "Periodic Cleaning" for this building.

4. A detailed, room by room description of this building can be found in the section of this Contract labeled "Periodic Cleaning".

## SQUARE FOOTAGES

| | | |
|---|---|---|
| **Mezzanine Level** | **9,070** | **Terrazzo** |
| **Landing Level** | **632** | **Concrete** |
| **Platform Level** | **1,420** | **Concrete** |
| **Exterior Sidewalks** | **4,740** | **Concrete** |
| **Exterior Glass** | **19,650** | |
| **Interior Glass** | **16,865** | |
| **Stainless Metal** (exterior) | **5,375** | |
| **Painted Metal** (interior) | **3,750** | |

The Contractor, for communication shall provide the cleaner/porter assigned to the terminal, with a cell phone. All costs associated with this phone shall be deemed an included cost in the hourly rate for cleaners/porters.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

OPERATIONS SERVICES DEPARTMENT
INSPECTION & SAFETY DIVISION

# APPROVED PRODUCTS LIST

JULY 2009

## INTRODUCTION

The Approved Products List (APL) provides guidance for selecting cleaning and personal care products for use by Port Authority and contractor staff at Port Authority facilities. The Inspection & Safety Division (I&SD) maintains the APL as part of the Chemical Product Evaluation Program. The APL is available via Port Authority eNet on the Operations Services Department website and is updated semiannually. The APL must be provided to cleaning contractor staff to ensure that only approved products are used at Port Authority and PATH facilities.

The I&SD strongly recommends that staff considers the purchase and use of products that have been certified by the manufacturer to meet "green" product criteria. These criteria have been established by a number of recognized organizations, the most prominent being Green Seal. In short, "green" certified products are not harmful to persons or the environment. Examples of "green" product criteria stipulate that the product contain no hazardous chemicals, are nearly neutral in pH, are made from plant based ingredients, are biodegradable, and are not ozone depleting.

Requests for a review of a product not on the APL or on the PA Material Safety Data Sheet (MSDS) inventory database should be directed to William Pockels (PATC, Zip 43, (201) 216-2227, wpockels@panynj.gov). The product MSDS, technical data sheet, container label, and any other available information describing the use of the product should accompany the request.

Prior to submitting a request for use of a new product, staff should first check the APL or the Port Authority MSDS inventory database to determine if the product has already been evaluated by I&SD. The MSDS inventory database is available to staff electronically via eNet. Instructions for accessing and using the database are provided in the Appendix, page 68, and on eNet.

Under the Chemical Product Evaluation Program, the I&SD reviews product information such as the manufacturer's MSDS, technical data sheets and container labels to determine whether the product can be used safely by PA or contractor staff according to the directions that are provided. Each reviewed product is added to the Port Authority MSDS database.

## Table of Contents


| | Category Number | Page # |
|---|---|---|
| **Introduction** | | 2 |
| **Absorbents** | | |
| Grease and Oil, Absorbents | 32 | 15 |
| **Cleaners** | | |
| Air Conditioning Equipment Cleaner | 13 | 7 |
| Airport Apron Cleaner | 4 | 5 |
| Airport Runway Cleaner | 5 | 5 |
| Algae & Mold Remover & Cleaner | 72D | 26 |
| Aluminum Cleaner | 6 | 5 |
| Carpet Cleaner | 12 | 6 |
| Compublend System Chemicals | 77 | 29 |
| Drain Cleaner | 26A | 12 |
| Drain Cleaner, Enzymatic Type | 26B | 12 |
| Floor Cleaner, General Purpose | 29 | 13 |
| Floor Cleaner, Stripper | 29A | 13 |
| Floor Cleaner, Sweeping Compound | 32A | 16 |
| General Purpose Cleaner | 71C | 24 |
| Hand Cleaner, Cream | 33 | 16 |
| Hand Cleaner, Foaming | 34 | 16 |
| Hand Cleaner, Liquid | 36 | 16 |
| Hand Cleaner, Lotion | 37 | 17 |
| Hand Cleaner, Powdered | 38A | 17 |
| Hand Cleaner, Powdered with Lanolin | 38B | 17 |
| Hand Cleaner, Waterless | 39 | 17 |
| Hand Sanitizer | 40 | 18 |
| Metal Cleaner, Water Emulsion | 44 | 18 |
| Railroad, Electric Equipment Cleaner | 14 | 7 |
| Spot Cleaner, Upholstery and Carpet | 61B | 21 |
| Stainless Steel Cleaner and Wash | 65A | 22 |
| Toilet Bowl Cleaner, Liquid | 66B | 22 |
| Utility Cleaner (Paste) | 71A | 23 |
| Utility Cleaner (Powder) | 71B | 23 |
| Wall Cleaner, Tile | 72A | 24 |
| Window Cleaner (Concentrate) | 72B | 25 |
| Window Cleaner (Aerosol) | 72C | 25 |
| **Creams** | | |
| Aerosol | 57C | 21 |
| Moisturizer | 57B | 20 |
| Protective Skin Cream | 57 | 20 |
| Sunscreen | 57A | 20 |
| **Degreasers** | | |
| Concrete, Degreaser, Liquid | 18A | 7 |
| Concrete, Degreaser, Solid | 18B | 8 |
| **Deodorizers** | | |
| Odor Control Chemical, Bulk and Aerosol | 45 | 18 |
| Sanitizing Absorbents | 19 | 8 |

| | Category Number | Page # |
|---|---|---|
| **Detergents** | | |
| Anti-Static | 20 | 8 |
| Lead Specific | 20A | 8 |
| Disinfectant | 21B | 10 |
| Disinfectant-Odor Counteractant | 21A | 8 |
| Liquid Synthetic | 22A | 10 |
| Liquid Bioremediation Surface Cleaner | 22B | 11 |
| Spray and Rinse | 63 | 22 |
| Steam Jenny | 24A | 12 |
| PATH Cars, Exterior | 73A | 26 |
| PATH Cars, Interior | 73B | 26 |
| Tunnel Tile Surface | 70 | 23 |
| **Floor Finish** | | |
| Floor Sealer | 29B | 14 |
| Metallic Interlock Resilient Tile, Floor Finish | 28 | 12 |
| Sealer, Concrete | 30 | 15 |
| Spray Buff, Pre-Mixed | 62 | 21 |
| **Food Service Maintenance Products** | 74 | 27 |
| **Ice-Control** | | |
| General Ice Control | 53B | 19 |
| Ice Melt Rinsing Compound | 53C | 20 |
| Runway Ice Control | 53A | 19 |
| **Insect Repellent** | 42 | 18 |
| **Polish** | | |
| Automotive Spray On Liquid Wax | 8 | 5 |
| Furniture, Polish | 31A | 15 |
| Metal, Cleaner & Polish | 43 | 18 |
| Protectant, Surface | 56 | 20 |
| **Removers** | | |
| Graffiti Remover | 31B | 15 |
| Rust Inhibitor | 54 | 20 |
| Rust Remover | 55 | 20 |
| **Rodenticides** | | |
| Rodenticides | 52 | 19 |
| **Washing Compounds** | | |
| Aluminum Wash | 7 | 5 |
| Automotive Washing & Waxing Compounds | 9C | 6 |
| Automotive Washing Compounds, Liquid | 9A | 5 |
| Automotive Washing Compounds, Powdered | 9B | 6 |
| **ADDITIONS** | | 30 |
| **DELETIONS** | | 31 |
| **CHANGES** | | 31 |
| **VENDOR NAMES AND ADDRESSES** | | 32 |
| **INDEX** | | 53 |
| **Appendix: Instructions for Accessing Online MSDSs** | | 68 |

## PRODUCTS

**Airport Apron Cleaner (Non Phosphates)**
- Category #4 - Stock #AU0100170

| | |
|---|---|
| FO 302 CR | Fine Organics Corp. |

**Airport Runway Cleaner (Non Acid)**
- Category #5

| | |
|---|---|
| Hurrisafe 8035 | PCI of America |
| Tuff Green Concentrate | Zep Manufacturing Co. |

**Aluminum Cleaner**
- Category #6

| | |
|---|---|
| Cameo Aluminum & Stainless Steel Cleaner | Church & Dwight Company, Inc. |

**Aluminum Wash**
- Category #7
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| Enco Aluminum | Enterprise Chemical & Paper Co. |

**Automotive (Car Wash) Spray On Liquid Wax**
- Category #8 - Stock #AU0100825 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| 520 Spray Wax | FPC Metro Corp. |
| Glide | Armor Research Co. |
| Turtle Wax Express Shine Spray, T-136© | Turtle Wax, Inc. |

**Automotive Washing Compound - Liquid**
- Category #9A - Stock #AU0100823 (55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| Armor All Protectant | Armor All Products |
| Car Wash | Amway Corp. |
| Filmex | FPC Metro Corp. |
| FO 976 TA Bus Wash | Fine Organics Corp. |
| FO 980A | Fine Organics Corp. |
| J-Wax Believe Traffic Film Remover | Johnson Wax Co., S.C. Johnson |
| Penetone 155 | Penetone Corp. |
| RMS-16 | FPC Metro Corp. |

**Automotive Washing Compound - Powdered**
- Category #9B - 35 lb. Drum - Stock #AU0100810
(Eye protection, impervious glove and long sleeve work uniforms must be used.)

| | |
|---|---|
| Armor All Protectant | Armor All Products |
| Harco Car Wash | Harley Chemicals Div., Concord Chemical Co. |
| Heavy Duty Pink Car Wash | Indco, Inc. |

**Automotive Washing & Waxing Compound - Liquid**
- Category #9C - Stock #AU0100825 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

| | |
|---|---|
| 520 Spray Wax | FPC Metro Corp. |
| Glide | Armor Research Co. |
| Turtle Wax Express Shine Spray, T-136© | Turtle Wax, Inc. |

**Carpet Cleaner**
- Category #12
Make sure that all cleaning material is vacuumed up and no residue is remaining on these surfaces. (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| 10:1 Rug Shampoo | Alfred Chemical Corp. |
| Airkem Foam Tex | Airkem Professional Products |
| Believe It | Core Products Co. |
| Benefect Impact Cleaner | Sensible Life Products |
| C-58 Universal Carpet Shampoo | Yonar Labs |
| Carpet & Upholstery Shampoo | Betco Corporation |
| Carpet Detergent | Lever Industrial, Inc. |
| Carpet Steam Extractor Cleaner | Chloral Group |
| Chewing Gum Remover | Twi-Laq Industries |
| Chewing Gum Remover (Aerosol) | Spartan Chemical Co., Inc. |
| Clean On The Go Xtraction II | Spartan Chemical Co., Inc. |
| Contempo Carpet Refresher (Aerosol) | Spartan Chemical Co., Inc. |
| Dry Foam Rug Shampoo | Twi-Laq Industries |
| Fiberforce Pro Spotter | Janimart Corp. |
| Fiberforce Steam Away | Janimart Corp. |
| Glory | Johnson Wax Co., S.C. Johnson |
| Green Solutions Carpet Cleaner | Spartan Chemical Co., Inc. |
| Harco In Depth Rug Shampoo | Harley Chemicals Div., Concord Chemical Co. |
| Low Foam Extraction Cleaner | Betco Corporation |
| Maintenance Pro Defoamer | Advantage Marketing Associates |
| Nature's Solution Bio-Enzymatic Deodorizer Spotter Digester | National Chemical Laboratories |
| Plus 5 | Spartan Chemical Co., Inc. |
| Professional Carpet Shampoo | Chemspec |
| Profound | Wyandotte Chemicals Co. |

| | |
|---|---|
| Re-Nu Concentrated Carpet Shampoo | Sterling Sanitary Supply Corp. |
| Revitalize 201 Extraction Detergent | Ecolab, Inc. |
| Round-Up Super Concentrate | Cello Chemical Corp. |
| Rug & Carpet Shampoo | Chem Creations, Inc. |
| Rug & Upholstery Shampoo | Amway Corp. |
| Rug Ed Carpet Shampoo | Alfred Chemical Corp. |
| Rug Shampoo Concentrate | Chloral Group |
| Rugbee Extraction Plus Cleaner | Johnson Wax Co., S.C. Johnson |
| Rugbee Foam Shampoo | Johnson Wax Co., S.C. Johnson |
| Rugbee Tannin Treatment & Debrowner | Johnson Wax Co., S.C. Johnson |
| Rug-Eeze | Mirandy Products, Ltd. |
| Spray N' Buff Carpet Cleaner | Cleantronics, Inc. |
| Steam Pac 7 1207 | Portion Pac Chemical Corp. |
| Sun-Glo Gum Off | Twi-Laq Industries |
| Synthro 26 Rug Shampoo | Twi-Laq Industries |
| Unbelievable | Core Products Co. |

**Cleaner, Air Conditioning, Evaporator & Condenser Equipment**

- Category #13 – (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| Armor 413 Coil Cleaner | Armor Research Co. |
| Calclean | Calgon Corp. |
| Chem-Aqua Coil Cleaner | Chemsearch Div. of NCH Corp. |
| Filter Plus Spray | Air Kontrol, Inc. |
| M-OIL-FREE #1000 | M-Oil-Free Co., Inc. |
| Penetone 155 | Penetone Corp. |
| Pro-Blue Non-Acid Coil Cleaner | DiversiTech |
| Pro-Green Evaporative Coil Cleaner | DiversiTech |
| Pro-Red Acid Coil Cleaner | DiversiTech |
| Quick Qleen #2 A/C Cleaner | Quick Chemical Co., Inc. |

**Cleaner, Railroad Electrical Equipment**

- Category #14 (PATH Use Only - Subject To Special Precautions)

| | |
|---|---|
| Citrikleen HD-RTU | Penetone Corp. |

**Degreaser, Concrete - Liquid**

- Category #18A

| | |
|---|---|
| Armor All Cleaner/Degreaser | Armor All Products |
| Clean On The Go Eco Degreaser | Spartan Chemical Co., Inc. |
| Do-All #18 | Kwiat Trading Corp. |
| Duz-All Formula 77 | Uncle Sam Chemical Co. |
| GS-A 6711 | M-Oil-Free Co., Inc. |
| Hammer | Finished Surface System, Inc. |
| Heavy Duty Degreaser, Aerosol, 3095 | CRC Industries, Inc. |
| Lightning Degreaser | Banner Chemical Corp. |
| Malone Formula No. 98 | Malone Chemical Co. |

| | |
|---|---|
| Mod Orange | Modern Research Corp. |
| Natural Blue | Permatex Industrial Corp. |
| Simple Green | Sunshine Makers, Inc. |
| Solvent Cleaner & Degreaser | AMAX Corp. |
| Spruce Power X | Spruce Industries |
| SW 1000 | Heritage Labs, Inc. |
| Tough Clean TC85 Biodegradable | Sprayon Products |

**Degreaser, Concrete - Solid**
- Category #18B – Stock #AU0100235

| | |
|---|---|
| Oil-Away | Oil-Away |
| Pour & Sweep | Kem Tech Industries |

**Deodorizing - Sanitizing Absorbent**
- Category #19 – PATH Stock #003052, #015521
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| Isosorb Isolyser Liquid Treatment Solidifier | Microtek Medical, Inc. |
| Liquick Universal | IRS Total Recycling Services |
| OD-ABII | J.I. Holcomb Manufacturing Co. |
| Super-Sorb Instant Liquid & Vomit Absorbent | Fresh Products, Inc. |
| Zep D-A | Zep Manufacturing Co. |

**Detergent, Anti Static**
- Category #20

| | |
|---|---|
| Plexiglass Cleaner & Antistat, GC301 | Banner Chemical Corp. |

**Detergent, Lead Specific**
- Category #20A - Stock #AU0700500
Used in surfaces contaminated with lead.

| | |
|---|---|
| Ledisolv | LSZ, Inc. |

**Detergent, Disinfectant, Odor Counteractant**
- Category #21A - Stock #AU0700275 (12 oz. Spray). (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

| | |
|---|---|
| A-33 | Airkem Professional Products |
| A-33 DRY | Airkem Professional Products |
| Absolute (Pre-measured) | Walton-March, Inc. |
| AF315 Neutral Ph Disinfectant/Deodorant/Detergent | Betco Corporation |
| Airkem A-3 | Airkem Professional Products |
| Ajax All Purpose Cleaner (Non-Phosphate) | Colgate-Palmolive Co. |
| Asepticare | National Laboratories |
| Bacti-Chem Detergent Disinfectant Cleaner | National Chemical Laboratories |
| Banish-It "Q" | Harley Chemicals Div., Concord Chemical Co. |
| Barcrobe | Barrier Industries, Inc. |

| | |
|---|---|
| Benefect Broad Spectrum Disinfectant | Sensible Life Products |
| Big D Granular Deodorant | Big D Industries, Inc. |
| Bio Barrier Pine D | Barrier Industries, Inc. |
| Britec Tuff Quat 301 | Brighton Chemical Co. |
| Clean On The Go hdqC 2 | Spartan Chemical Co., Inc. |
| Clean On The Go NABC Concentrate 1 | Spartan Chemical Co., Inc. |
| Conquest w/Pine | Sterling Sanitary Supply Corp. |
| Consume Eco-Lyzer | Spartan Chemical Co., Inc. |
| Deodorizer – Fresh Scent Twist 'N Fill Product #13 | 3M Co. |
| Depotpac 5 Air Freshner-Odor Counteractant | Portion Pac Chemical Corp. |
| Discover Tr Citrus Disinfectant | State Industrial Products |
| Earth Savors Mist Liquid Air Freshener | State Chemical Solutions |
| Earth Savors Mist Air Freshener [All Fragrances] | State Chemical Solutions |
| Ecotru Professional | EnviroSystems, Inc. |
| Forward DC | Johnson Wax Co., S.C. Johnson |
| Fresh & Clear | Puritan/Churchill Chemical Co. |
| Green Solutions Neutral Disinfectant Cleaner | Spartan Chemical Co., Inc. |
| Isopropyl Alcohol | Twi-Laq Industries |
| Lysol Brand Disinfectant Bulk | National Laboratories |
| Lysol Brand Disinfectant Spray | National Laboratories |
| Malone No. 76 | Malone Chemical Co. |
| Malone No. 81 | Malone Chemical Co. |
| Microcide Alpha | Chloral Group |
| Natural Miracle Instant Malodor Destroyer & Cleaner | National Chemical Laboratories |
| Neutra-Cide 256 Disinfectant Neutral Cleaner | National Chemical Laboratories |
| Neutral Quat Disinfectant Cleaner Twist ' Fill Product #23 | 3M Co. |
| NI-712 Orange & Strawberry | Neutron Industries, Inc. |
| Optically Energized Neutral Ph Detergent | Betco Corporation |
| Pine #3 | Crystal Chemical Corp. |
| Pine Odor Disinfectant | National Chemical Laboratories |
| Pine Sol Broad Spectrum Formula | American Cyanamid Co. |
| Quality Care Disinfectant, Original Scent | Cleaning Solutions Group, Sherwin- Williams Co. |
| Quat #2 | Enterprise Chemical & Paper Co. |
| Quat Disinfectant Cleaner Twist 'N Fill Product #5 | 3M Co. |
| Quick Fill 310 | Ecolab, Inc. |
| Quick Fill 930 | Ecolab, Inc. |
| Rid-O-Germ Pine Oil Disinfectant No. 5 | CMC Laboratories Co., Inc. |
| Sanikleen | Penetone Corp. |
| Saniscreen With Cleaner Block | Fresh Products, Inc. |
| Soil Screen Germicidal Disinfectant | Dymon, Inc. |
| SSS Commandair Micro Aerosol Refills | Triple S |
| Surfacide 6 | Walton-March, Inc. |
| Taski Sanofresh | Lever Industrial, Inc. |
| Tuffy Mint Disinfectant | Brighton Chemical Co. |
| Tuffy Pine Disinfectant Type 303 | Brighton Chemical Co. |
| Vangard Disinfectant Spray | Franklin Cleaning Technology |
| Welgicide | Twi-Laq Industries |

**Disinfectant**

- Category #21B – Stock #AU0100065, #AU0100068, PATH Stock #006229, #017018

| | |
|---|---|
| Austin A-1 Bleach | James Austin Co. |
| Beacon Bleach | Q-Pak Corp. |
| Bio Silver | Mid-Continent Packaging, Inc. |
| Elite Professional Bleach | James Austin Co. |
| Puregreen24 Disinfectant & Deodorizer | Pure Green, LLC |
| PureGreen24 Hard Surface Disinfectant | Pure Green, LLC |
| Sani-Cloth Plus Germicidal Disposable Cloth | Nice-Pak Products, Inc. |
| Ultra Clorox Bleach | Clorox Co. |

**Detergent, Liquid Synthetic**

- Category #22A - Stock #AU0700030 (55 Gallons). (Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| A-Ben-A-Qui | Gilman Products Co. |
| All Purpose Cleaner | Capital Supply Co. |
| All Purpose Cleaner 201 | Chloral Group |
| APTCO All Purpose Cleaner | Buckingham Wax Co. |
| Arctic Kleen Freezer Cleaner | Misco Products Corp. |
| Basic H | Shaklee Corp. |
| Big Easy Non-Butyl Degreaser Cleaner | EMS Brands Products |
| Blue Pearl | Barrier Industries, Inc. |
| Citri-Clean Citrus Cleaner/Degreaser | Twi-Laq Industries |
| Clean Scrub | Hillyard Chemical Co. |
| CMC #100 Detergent & Wax Stripper | CMC Laboratories Co., Inc. |
| CQ-832 | CRC Industries, Inc. |
| Cycle - Degrease | Clean Environment Co., Inc. |
| Damp Mop | Spartan Chemical Co., Inc. |
| Dart | Halbro Control Industries, Inc. |
| Do-All #18 | Kwiat Trading Corp. |
| Enco P.C. Cleaner | Enterprise Chemical & Paper Co. |
| Floor Corps pH Neutral Cleaner (Powder, Portion Control) | Walton-March, Inc. |
| GL CS Springtime Neutral All Purpose Cleaner | Capital Supply Co. |
| G-O-E-S | Purex Industrial |
| Green Submarine Cleaner | Butcher Co. |
| Grimefyter | Realneat Products |
| Grime-Go | Wyandotte Chemicals Co. |
| GRL | Cello Chemical Corp. |
| $H_2$ Orange 2 Concentrate 117 | EnvirOx LLC |
| $H_2$ Orange 2 Products All Dilutions | EnvirOx LLC |
| $H_2$ Orange 2 Super Concentrate 112 | EnvirOx LLC |
| K.P.C. Plastic Speed Cleaner | Kleenmaster Products Co. |
| K99 | Rochester Midland Corp. |
| Kleenmaster Brillianize | Chemical Products Co., Inc. |
| Lemon Free Rinse Cleaner | Twi-Laq Industries |
| Mirage Floor Finish Maintainer & Neutral Cleaner | National Chemical Laboratories |

| | |
|---|---|
| Misty All Purpose Cleaner | Amrep, Inc. |
| Mr. Clean Liquid Floor Cleaner | Procter & Gamble |
| Mr. Clean M.Net Disinfectant Floor Cleaner | Procter & Gamble |
| Multi Purpose Cleaner | Scott Sani-Fresh International |
| Natural Beauty Hard Surface Cleaner | Dynasurf Chemical Corp. |
| Neutral Floor Cleaner | Scott Sani-Fresh International |
| Neutro Jel 110R | Selig Chemical Industries |
| Never Rinse | Puritan/Churchill Chemical Co. |
| Nu-View Neutral Cleaner | Bunzl Corp. |
| PDQ | Dynasurf Chemical Corp. |
| Pine Gold | Barrier Industries, Inc. |
| RAM All Purpose Cleaner | Ram Enterprises, Inc. |
| Relkem 99 | Barrier Industries, Inc. |
| Royal Flush | Chloral Group |
| RT6 | Mirandy Products, Ltd. |
| Sassafras All Purpose Cleaner | Twi-Laq Industries |
| Seventy 7 | Purex Industrial |
| Simply Royal | Alfred Chemical Corp. |
| Speedball Heavy Duty Spray Cleaner | Butcher Co. |
| Spray It Clean | Twi-Laq Industries |
| SSS Heavy Duty Cleaner | Triple S |
| Stone-Glo Marble/Terrazzo Cleaning Concentrate | Twi-Laq Industries |
| Stride Ready-To-Use | Johnson Wax Co., S.C. Johnson |
| Sunbath Deodorizing Cleaner | Butcher Co. |
| Sun-Glo Citrus All Cleaner | Twi-Laq Industries |
| Sun-Glo Heavy Duty Degreaser | Twi-Laq Industries |
| Swiffer Advanced Cleaner | Procter & Gamble |
| Swiffer Advanced Or Wood Cleaner | Procter & Gamble |
| Swiffer Moistened Floor Wipes | Procter & Gamble |
| Swiffer Wood Cleaner | Procter & Gamble |
| SYNCO | Banner Chemical Corp. |
| T.M.T. - L (Tile, Marble & Terrazzo Liquid) | Chloral Group |
| The Natural Super Orange Clean | Clean Environment Co., Inc. |
| Top Clean | Hillyard Chemical Co. |
| Top Flite Floor & Surface Detergent | Betco Corporation |
| Tough Duty | Spartan Chemical Co., Inc. |
| Tuff Clean | Brighton Chemical Co. |
| Ultimate All Purpose Cleaner | Bunzl Corp. |
| Unikleen | Enterprise Chemical & Paper Co. |
| United 550 Purple Power | United Laboratories, Inc. |
| Value | Scot Laboratories |
| ZEP All Purpose Cleaner & Degreaser | Zep Commercial |
| ZEP Orange Gel Degreaser | Zep Manufacturing Co. |

**Detergent, Liquid Bioremediation Surface Cleaner**
– Category #22B

| | |
|---|---|
| Biorem-2000 Surface Cleaner | Clift Industries, Inc. |
| Jaws SC | Kem Tech Industries |

**Detergent, Steam Jenny**
- Category #24A - Stock #AU0700600 (5 Gallons), #AU0700610 (55 Gallons). (Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| Lightning Steam-Away Cleaner | Banner Chemical Corp. |
| Steam Soft | Darm Incorporated |

**Drain Cleaner**
– Category #26A – Stock #BA0100331

| | |
|---|---|
| Grease Away | American Industrial Supply, Inc. |

**Drain Cleaner Enzymatic Type**
- Category #26B – Stock #BA0100335 (1 Gallon), #BA0100336 (55 Gallons). (Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| Activator 5000 | Barlyn Chemical |
| Ban-Zyme Liquid | Banner Chemical Corp. |
| Drain Bug | American Wax Co., Inc. |
| Enviro-Zyme GT Powder Stock #BA0100320 (8oz. Package) | Enviro-Zyme, Inc. |
| Enzy Super | Prestige Laboratories, Inc. |
| Enzymatic-Drain Cleaner | Mirandy Products, Ltd. |
| Super Fly-Away Liquid Bacteria/Enzyme Digester | Superco Specialty Products |
| The Cleaner | Spartan Chemical Co., Inc. |

**Floor Finish, Metallic Interlock (Scrubbable)**
- Category #28

| | |
|---|---|
| 20/20 Vision | Barrier Industries, Inc. |
| Amway Floor Polish | Amway Corp. |
| Amway Floor Wax | Amway Corp. |
| APTCO Touchdown Floor Finish | Buckingham Wax Co. |
| Carefree | S.C. Johnson & Son, Inc. |
| Chem Floor Finish | Chem Creations, Inc. |
| Commander | Cello Chemical Corp. |
| Complete | Johnson Wax Co., S.C. Johnson |
| Cornerstone Floor Sealer/Finish | 3M Co. |
| Earl's 20% Solids Floor Finish | John A. Earl, Inc. |
| Earl's 25% Solids Floor Finish | John A. Earl, Inc. |
| Earl's 4000A (Scrubbable) | John A. Earl, Inc. |
| Easy Lay Floor Finish | Multi-Development Enterprises |
| Enco Supreme B RBR | Enterprise Chemical & Paper Co. |
| Ensure | Penetone Corp. |
| Fast Track Ultra Wear Floor Finish | Janimart Corp. |
| Floortastic | Realneat Products |
| Gloss Retention Floor Finish | John A. Earl, Inc. |
| Green Earth Floor Finish | Betco Corporation |
| Green Life Zinc – Free Floor Seal & Finish | Snappy Solutions Inc. |

| | |
|---|---|
| Krome-Kote (Formerly Kingkote) | Rochester Midland Corp. |
| Legendary | Puritan/Churchill Chemical Co. |
| Lithofin Psi-Premium Silicon Impregnator | VIC Industrial Corp. |
| LS-2000 | Masury Columbia Co. |
| Mar Seal | Prestige Laboratories, Inc. |
| Masterpiece High Gloss Floor Finish | National Laboratories |
| ON AN'ON | Spartan Chemical Co., Inc. |
| P&G Pro Line Super Durable Floor Finish | Procter & Gamble |
| Perma Shield (Enseel Acrylic Sealer & Under Coater) | National Chemical Laboratories |
| Perma Shine (Brite Eyes Wet Look Premium Grade Floor Finish) | National Chemical Laboratories |
| Plaza | Johnson Wax Co., S.C. Johnson |
| Royal Buff | Chloral Group |
| Royal Treatment | Chloral Group |
| Spit Shine Ultra High Speed Kleen & Burnish | Janimart Corp. |
| Sprint | Johnson Wax Co., S.C. Johnson |
| Stone Medic Marble Polishing Compound | VIC Industrial Corp. |
| Sun-Glo Everlast Hi-Speed Floor Finish | Twi-Laq Industries |
| Sun-Glo Promise Floor Finish | Twi-Laq Industries |
| Sunny-Side | Spartan Chemical Co., Inc. |
| Super Gloss Floor Finish #23 | Sterling Sanitary Supply Corp. |
| Super Polymer Floor Finish | Burke Supply Co. |
| Total Floor Finish | Twi-Laq Industries |
| Traffic | Mirandy Products, Ltd. |
| Traffic 25 | Prestige Laboratories, Inc. |
| Trilinc | Spartan Chemical Co., Inc. |
| Tuff Stuff Floor Finish | Brighton Chemical Co. |
| Ultra Gloss Floor Finish | Envirochem, Inc. |
| Victory | Cello Chemical Corp. |
| Vita Floor Arrest Buffable Finish | Airkem Professional Products |
| White Sun Floor Finish | Spartan Chemical Co., Inc. |
| ZAP Floor Finish Maintainer & Neutral Cleaner | National Chemical Laboratories |

**Floor Cleaner, General Purpose**
– Category #29

| | |
|---|---|
| Green Earth Daily Floor Cleaner | Betco Corporation |

**Floor Cleaner (Resilient Tile Stripper)**
- Category #29A. (Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| APTCO Stripper | Buckingham Wax Co. |
| Armor All Cleaner/Degreaser | Armor All Products |
| Blue Strip | Chloral Group |
| Bravo Extra Heavy Duty Floor Stripper | S.C. Johnson & Son, Inc. |
| Break-Thru Re-Emulsifier | Chloral Group |
| Champion Baseboard Cleaner & Floor Stripper | Chase Products Co. |
| Chem Wax Stripper | Chem Creations, Inc. |
| Clean On The Go Damp Mop | Spartan Chemical Co., Inc. |

| | |
|---|---|
| Concentrated Floor Cleaner | Lever Industrial, Inc. |
| Consume Micro-Muscle | Spartan Chemical Co., Inc. |
| Earth Sense #2 Spray & Wipe Cleaner Super Concentrate | National Chemical Laboratories |
| Earth Sense #4 Deodorizing Neutral Cleaner Super Concentrate | National Chemical Laboratories |
| Earth Sense #9 Speed Stripper Concentrate | National Chemical Laboratories |
| Easy Paks Neutral Cleaner | Drackett Professional, S.C. Johnson |
| Enco Formula No. 200 | Enterprise Chemical & Paper Co. |
| Enco Typhoon Cleaner | Enterprise Chemical & Paper Co. |
| Flash Odorless/No Rinse Speed Stripper | National Chemical Laboratories |
| Floor Cleaner 2000 Plus | Tennant Co. |
| Full Strip | Fuller Brush Co. |
| G.C. Stripper | W.B. McVicker Co. |
| Green Earth Floor Stripper | Betco Corporation |
| Green Life Floor Stripper | Snappy Solutions Inc. |
| Green Solutions Floor Finish Remover | Spartan Chemical Co., Inc. |
| Heavy Duty Stripper | Dynasurf Chemical Corp. |
| Instant Mildew Remover/Bathroom Cleaner | Betco Corporation |
| Lesswork Detergent | Banner Chemical Corp. |
| Low Foam Extraction Cleaner | Betco Corporation |
| Modified One-Step Spray Power | Sterling Sanitary Supply Corp. |
| Moppaclite pH Neutral Floor Cleaner | Portion Pac Chemical Corp. |
| NAD-75 | Spartan Chemical Co., Inc. |
| On & Off Baseboard Cleaner | Cello Chemical Corp. |
| P&G Pro Line Floor Finish Stripper | Procter & Gamble |
| Power Cleaner 155 | Penetone Corp. |
| Prime Time | Walton-March, Inc. |
| Scrub | Mirandy Products, Ltd. |
| Soil Screen All-Purpose Neutral Floor Cleaner | Dymon, Inc. |
| Square One | Spartan Chemical Co., Inc. |
| Step Off | S.C. Johnson & Son, Inc. |
| Strippit | Misco International |
| Sundance Floor Cleaner | Butcher Co. |
| Sun-Glo Base Strip | Twi-Laq Industries |
| Sun-Glo Hot Stripper | Twi-Laq Industries |
| Super Strip II | Barrier Industries, Inc. |
| Tile & Terrazzo Recycling Concentrate 9650 | Tennant Co. |
| Tuffy Pine Scrub | Brighton Chemical Co. |
| Vita Floor Cleaner | Airkem Professional Products |
| Wyandotte Floor Stripper | Wyandotte Chemicals Co. |

**Floor Sealer**

Category #29B. (Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| De-Fense | Purex Industrial |
| Excel | Purex Industrial |
| P&G Pro Line Floor & Concrete Sealer | Procter & Gamble |
| Sun-Glo Acrylic Floor Sealer | Twi-Laq Industries |
| Top Guard Ready To Use | Top Guard Products |

**Floor Sealer (Concrete)**
- Category #30. Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| P&G Pro Line Floor & Concrete Sealer | Procter & Gamble |
| Super Gard | Purex Industrial |

**Furniture Polish (Aerosol)**
- Category #31A - Stock #AU0100430 (14 oz.). (Eye protection, impervious gloves and long sleeve work clothes must be used.)

| | |
|---|---|
| Award Furniture Polish | Ecolab, Inc. |
| Beeswax Furniture Polish | Midco Products Co., Inc. |
| Champion Lemon Furniture Polish | Chase Products Co. |
| Earl's Waxing, Dusting, Cleaning Polish | John A. Earl, Inc. |
| First Class Furniture Polish | Franklin Cleaning Technology |
| Guardsman Institutional Polish | Colgate-Palmolive Co. |
| Lemon Speedwax | Purex Industrial |
| Long Life Surface Rejuvenator | Sterling Sanitary Supply Corp. |
| Pledge | Johnson Wax Co., S.C. Johnson |
| Quality Care Furniture Polish, Lemon | Cleaning Solutions Group, Sherwin-Williams Co. |
| Silky Furniture & Equipment Polish | Butcher Co. |

**Graffiti Remover (Aerosol and Bulk)**
- Category #31B - Stock #AU0100594 (1 Pint Pump Spray, #AU0100595 (1 Gallon), #AU0100595 (55 Gallons). (Eye protection, impervious gloves, and long sleeve work clothes must be worn. Do not use in an enclosed area.)

| | |
|---|---|
| GG-80 Graffiti Remover | Polytech |
| Graffiti Pro-Tection Plus | Pro-Kote Industries |
| Graffiti Remover SAC | Spartan Chemical Co., Inc. |
| Jetgo Bust Rust (aerosol & bulk) | Penray Companies, Inc. |
| Kick | Visual Pollution Tech, Inc. |
| MC 800 So-Safe Liquid Graffiti Remover | Hilti Construction Chemicals, Inc. |
| MC 850 So-Safe Sprayable Gel Graffiti Remover | Hilti Construction Chemicals, Inc. |
| Motsenbocker's Lift Off #3 | Motsenbocker's Lift Off |
| Motsenbocker's Lift Off #4 Spray Paint Graffiti Remover | Motsenbocker's Lift Off |
| Navitone | Penetone Corp. |
| Off Graffiti Remover | American Industrial Supply, Inc. |
| Simple Green | Sunshine Makers, Inc. |
| Ultra Clean Graffiti Blaster 17614, 17601, 17605, 17754 | Roman Adhesives, Inc. |
| Ultra Clean Graffiti Block 17801, 17805, 17854 | Roman Adhesives, Inc. |
| Workforce All Purpose Absorbent | Marcal Paper Mills, Inc. |

**Grease & Oil Absorbents**
- Category #32 - Stock #AU0100230, #AU0100237, PATH Stock #003052, #013321. (Contact Materials Engineering Division concerning disposal of spent material.)

| | |
|---|---|
| All Purpose Floor Absorbent | Sud-Chemie Absorbents, Inc. |
| Clean Sweep | Kem Tech Industries |
| Dri White | Meridian Petroleum |
| Dri-Zorb | DMS&D Associates, Inc. |
| Floor Dry | Eagle Picher Co. |
| Green Stuff® Absorbent | D2L Products |
| Hi-Dri Floor Absorbent | Waverly Minerals, Inc. |
| HTP | American Products, Inc. |
| Magic Sorb | ITW Devcon Environmental Systems |
| Oclansorb - for chemical spills only | Hi-Point Peat Limited |
| Oil Dri | Oil Dri Corp. |
| Peat Sorb Oil Absorbent - for oil spills only | E Global Solutions, Inc. |
| PS 3200, Part #3111 (Petro Eater in Boom Form) | Environmental Connections, Inc. |
| Sols-Speedi-Dri | Engelhard Minerals & Chemicals |
| Zorb All | Diversey Wyandotte |

**Floor Cleaner, Sweeping Compound**
– Category #32A - Stock #AU0100240

| | |
|---|---|
| Kleen Sweep | Akona, LLC |

**Hand Cleaner, Cream (with Lanolin & Germicide)**
- Category #33 – Stock #AS0700090

| | |
|---|---|
| Alcare Foamed Alcohol | Calgon Vestal Laboratories |
| GOJO Lotion Cream Soap | GOJO Industries |
| Harley Cream Medic | Harley Chemicals Div., Concord Chemical Co. |

**Hand Cleaner, Foaming**
- Category #34

| | |
|---|---|
| Foaming Hand Cleaner | Inopak, Ltd. |
| Lite'n Foamy Foaming Pearlux | Spartan Chemical Co., Inc. |
| Lite'n Foamy Sunflower Fresh | Spartan Chemical Co., Inc. |

**Hand Cleaner, Liquid**
- Category #36 – Stock #AU0700070, #AU0700073

| | |
|---|---|
| 010 Hand Cleaner | A.W. Chesterton Co. |
| Anti Microbial Pink Lotion Soap | Bedford Chemical Div., Ferro Corp. |
| Cello Liquid Hand Soap | Cello Chemical Corp. |
| Cormatic Antiseptic Hand Soap | Georgia-Pacific Corp. |
| Cormatic Food Processing Hand Wash | Georgia-Pacific Corp. |
| Cormatic Frost Lemon Soap | Georgia-Pacific Corp. |
| Cormatic Mighti Scrubb Hand Soap | Georgia-Pacific Corp. |
| Cormatic Pink Pearl Hand Soap | American Paper Towel Co. |
| Derma Max Antimicrobial Skin Cleaner | Americlean Systems, Inc. |
| Derma Max Instant Skin Sanitizer | Americlean Systems, Inc. |
| Derma Pro Lotion Soap | GOJO Industries |

| | |
|---|---|
| Formula 86 - 15% Hand Soap | Malone Chemical Co. |
| Formula 87 - Lotionized Soap | Malone Chemical Co. |
| Green Life Liquid Hand Soap | Snappy Solutions Inc. |
| Hand Cleaner, Antiseptic | NCH Corp. |
| Harco 37% Coconut | Harley Chemicals Div., Concord Chemical Co. |
| Liquid Hand Soap | Chloral Group |
| LTS Lotion Soap | Calgon Corp. |
| Luron Lotion Hand Cleanser | U.S. Borax Co. |
| Mighty Scrub (Heavy Duty Use Only) | American Paper Towel Co. |
| Palmetto (Formerly Balma) | Rochester Midland Corp. |
| Pink Lotion Soap | Kutol Products Co. |
| Pink Lotion Soap/Capco Coconut Liquid Hand Soap | Harley Chemicals Div., Concord Chemical Co. |
| Pink Velvet Hand Soap | Alfred Chemical Corp. |
| Power Gold Hand Cleaner w/Crushables | GOJO Industries |
| Richfoam Liquid Hand Soap - 15% | W.B. McVicker Co. |
| Sanigizer | Ecolab, Inc. |
| Soft Touch Hand Soap | Barrier Industries, Inc. |
| Special Castile Soap | Penetone Corp. |

**Hand Cleaner, Lotion**
- Category #37 – Stock #AU0700075

| | |
|---|---|
| Coconut Oil Hand Soap | Twi-Laq Industries |
| Epicare Lotion Soap | Ecolab, Inc. |
| GL CS 91284 Lotion Hand Soap | Russall Products Co., Inc. |
| Industrial Creamedic | Harley Chemicals Div., Concord Chemical Co. |
| Kresto EF | Stockhausen, Inc. |
| Penetone Hand Cleaner | Penetone Corp. |
| Pink Lotion Hand Soap | Twi-Laq Industries |
| SBS-61 Lotion Soap | Deb SBS, Inc. |
| Slimline Pink Pearl Lotion Hand Cleaner | Kutol Products Co. |

**Hand Cleaner, Powdered**
- Category #38A – Stock #AU0100465, #AU0100470

| | |
|---|---|
| Boraxo | U.S. Borax Co. |
| Lan-O-Kleen Plus | Penetone Corp. |
| Pax-Lano-Sav | Calgon Corp. |

**Hand Cleaner, Powdered (With Lanolin)**
- Category #38B - Stock #AU0100465 (5lb. Box)

| | |
|---|---|
| APTCO Superior Hand Cleaner w/Lanolin | American Paper Towel Co. |
| Bora-Solv | Sanitary Soap Co., Inc. |
| Gentle Giant | National Milling & Chemical Co. |
| M-1 | Mione Manufacturing Co. |

**Hand Cleaner, Waterless**
- Category #39 - Stock #AU0700060, #AU0700080

| | |
|---|---|
| Blue Label | DL Group, Banite Inc. |
| Magnus Waterless Hand Cleaner | Magnus Chemical Division, Inc. |
| Pax-Solv | Calgon Corp. |
| SBS-30 Waterless Skin Cleanser | Deb SBS, Inc. |

**Hand Sanitizer – Category #40 – Stock #AU0700087**

| | |
|---|---|
| Purell Instant Hand Sanitizer | GOJO Industries |

**Insect Repellent**
- Category #42. Contains between 20 and 30% DEET (N, N-Diethyl-meta-Toluamide) except where noted.

| | |
|---|---|
| Anileator Insect Repellent Pump Spray (Stock #AU0100095) | Hilton Head Laboratories |
| Anileator Insect Repellent Towelette (Stock #AU0100096) | Hilton Head Laboratories |
| Bug Barrier Ii Insect Repellent Aerosol (Stock #AU0100090) | ARI |
| Cutter Advanced Insect Repellent Pump Spray (Contains Picaridin) (Stock #AU0100080) | Spectrum Brands, Inc. |
| Cutter Advanced Insect Repellent Towelette (Contains Picaridin) (Stock #AU0100085) | Spectrum Brands, Inc. |
| Cutter Backwoods Insect Repellent Pump Spray (Stock #AU0100095) | Spectrum Brands, Inc. |
| Cutter Outdoorsman Insect Repellent Lotion (Stock #AU0100092) | Spectrum Brands, Inc. |
| Misty Insect Repellent II Aerosol (Stock #AU0100090) | Amrep, Inc. |
| Off Deep Woods Insect Repellent Pump Spray (Stock #AU0100098) | S.C. Johnson & Son, Inc. |
| Repel Sportsmen Insect Block 29 Aerosol (Stock #AU0100098) | Wisconsin Pharmacal Co. |

**Metal Cleaner & Polish**
- Category #43 – Stock #GM0100760. (Eye protection, impervious glove and long sleeve work clothes must be used.)

| | |
|---|---|
| Brown Metal Polish 505 | Buckingham Wax Co. |
| Desk And Office Cleaner 573 | 3M Co. |
| Lime-A-Way Acidic Cleaner | Ecolab, Inc. |
| Medallion Metal Polish | Ecolab, Inc. |
| Misty Multipurpose Cleaner & Polish UVX | Amrep, Inc. |
| Misty Spray Cleaner & Polish | Amrep, Inc. |
| Noxon | Boyle-Midway, Inc. |
| Oz Cream Polish | H. Behlen & Bro. |
| Restoro Polish 00 Smoke | Restoro Polish Co. |

**Metal Cleaner, Water Emulsion Painted Surfaces Metals, Plastics**
- Category #44 – Stock #AU0100440 (1 Gallon). (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Nu-Sheen | Nu-Sheen Products |

**Odor Control Chemical**
- Category #45 - Stock #AU0700285 (14 oz. Tube), PATH #003832

| | |
|---|---|
| Air Interceptor Air Neutralizer (#AS0101515) | Green Planet Products |
| Airkem Gold Label Solidaire | Airkem Professional Products |
| Aquatoc | Ecolab, Inc. |
| Aquatoc | Airkem Professional Products |
| Aquazyme | Packard Industries, Inc. |
| Aquinoc | Airkem Professional Products |
| Bad Air Sponge (#AS0101500 (1 pound), #AS0101510 (5 pounds)) | Mateson Chemical Corp. |
| Big D D'Vour | Big D Industries, Inc. |
| Britec Blue Mist | Brighton Chemical Co. |
| Cherry Blossom Deodorizer & Cleaner | Burke Supply Co. |
| Clean On The Go Smoke & Odor Eliminator | Spartan Chemical Co., Inc. |
| Cormatic Winter Mint | Georgia-Pacific Corp. |
| Dr. Zyme Enzyme Odor Controller And Eliminator | Chemsearch Div. of NCH Corp. |
| Erase | Geritrex Corp. |
| Gold Label Liquid | Airkem Professional Products |
| Gold Label Mist (Aerosol) | Airkem Professional Products |
| Green Label Liquid | Airwick, Reckitt Benckiser |
| Multi-Clean Odor Out | Minuteman International, Inc. |
| Nilium Water Soluble Deodorizer | Nilodor, Inc. |
| Rugbee Carpet & Room Deodorizer | S.C. Johnson & Son, Inc. |
| RX 60 Foul Odor Eliminator | Airex Laboratories |
| Solidaire Gold Label (Solid) | Airkem Professional Products |
| Solidaire Red Label (Solid Gel) | Airkem Professional Products |
| Spray N' Fresh | Fuller Brush Co. |
| Superior Odor Control | Force Chemical, Inc. |
| TCELL Odor Control Fragrances | Technical Concepts LLC |

**Rodenticides**

- Category #52 – (User must have a current Pesticide Applicator's License)

| | |
|---|---|
| Catchmaster Rodent & Insect Glue | AP&G Co., Inc. |
| Contrac All-Weather Blox Anticoagulant Rodenticide | Bell Laboratories |
| Ditrac Tracking Powder | Bell Laboratories |

**Runway Ice Control**

- Category #53A – Stock #BI0100056

| | |
|---|---|
| Clearway 1 | Clearway, LLC. |
| Cryotech NAAC Deicer | Cryotech Deicing Technology |
| Octamelt | Octagon Process, Inc. |

**General Ice Control**

- Category #53B – Stock #BI0100058

| | |
|---|---|
| Calcium Chloride Pellets 90 | Dow Chemical Co. |
| De-Icer 821 Ice Melting Compound | Penetone Corp. |
| EarthGuard All Natural Ice Melter | Magco Incorporated |
| Icemelt Potassium Acetate Liquid Deicing/Antiicing Fluid | NA-Churs/Alpine Solutions |

| | |
|---|---|
| Propellant 49 Ice & Snow Melter | Pace Products, Inc. |

**Ice Melt Rinsing Compound**
- Category #53C – Stock #BI0100100

| | |
|---|---|
| Prolong | Armor Research Co. |

**Rust Inhibitor**
- Category #54

| | |
|---|---|
| Jetgo Bust Rust (aerosol & bulk) | Penray Companies, Inc. |
| Prevox (aerosol & bulk) | Kano Laboratories, Inc. |

**Rust Remover**
- Category #55 – Stock #AO0100430

| | |
|---|---|
| Aerokroil (aerosol) | Kano Laboratories, Inc. |
| Jetgo Bust Rust (aerosol & bulk) | Penray Companies, Inc. |
| Kroil (bulk) | Kano Laboratories, Inc. |

**Protectant, Surface**
- Category #56 – PATH #017339, #033244

| | |
|---|---|
| Aerospace Protectant | 303 Products |
| All Purpose Lubricant & Protectant | LiQuifix LLC |
| EPSA-Pro Escalator Handrail Acrylic Polymer Protectant | Aedeas Group LLC |

**Skin Cream, Protective**
- Category #57 - Stock #AS0101150. (for Non-Aqueous Irritants)

| | |
|---|---|
| Derma Plus | Acutech Industries, Inc. |
| Derma Shield | Acutech Industries, Inc. |
| Fastex B4 Hand Barrier Cream | Glenveigh Developments Ltd |
| Protective Cream 411 | Penetone Corp. |
| SBS-46 Protective Cream | Deb SBS, Inc. |

**Sunscreen**
- Category #57A – Stock #AU0100491

| | |
|---|---|
| Solar Guard Sunscreen Towel | ITW Dymon |
| Sun Sense SPF-30 Towelette | Solar Care, Inc. |

**Moisturizer**
- Category #57B – Stock #AS0700080

| | |
|---|---|
| Lurosoothe Hand & Body Lotion | Dial Corp. |
| Onox Hand Cream | Onox, Inc. |

**Aerosol**
- Category #57C

| | |
|---|---|
| Exaderm Aerosol | NCH Corp. |

**Spot Cleaner, Upholstery & Carpet**
- Category #61B. (Eye protection, imperious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 4OUR Brown Spot & Stain Remover | Cleantronics, Inc. |
| 5IVE Rust Away | Cleantronics, Inc. |
| 6IX Turbo Cleaner Coffee Remover & Pre-Spray | Cleantronics, Inc. |
| Contempo $H_2O_2$ Spotting Solution | Spartan Chemical Co., Inc. |
| Host & Prep | Racine Industries, Inc. |
| Host & Spot Remover for Carpet | Racine Industries, Inc. |
| Host Dry Carpet Cleaner | Racine Industries, Inc. |
| Professional Spot Prep | Cleanmaster |
| Revitalize 101 Prespray/Bonnet Detergent | Ecolab, Inc. |
| Revitalize 31 Beverage Spotter | Ecolab, Inc. |
| Rugbee Enzyme Spotter | Johnson Wax Co., S.C. Johnson |
| Rugbee Solvent Spotter | Johnson Wax Co., S.C. Johnson |
| Soil Release #58 | Sterling Sanitary Supply Corp. |
| Stain-EX | Positive Product Laboratories, Inc. |
| Traffic Lane Spotter | Chloral Group |
| TRI-TEX | Airkem Professional Products |

**Spray Buff Pre-Mixed**
- Category #62. (Eye protection, impervious gloves and long sleeve work clothes must be wom.)

| | |
|---|---|
| Carefree Showtime Superior Gloss Spray Cleaner | Burke Supply Co. |
| Clear Spray Buff | Russall Products Co, Inc. |
| Easy Task Restorer Spray Buff | Betco Corporation |
| Low And Behold | Ecolab, Inc. |
| Mirage Floor Finish Maintainer & Neutral Cleaner | National Chemical Laboratories |
| Mist & Buff | Puritan/Churchill Chemical Co. |
| Mop & Buff Floor Restorer | Twi-Laq Industries |
| Renu | National Chemical Laboratories |
| Royal Encounters | Chloral Group |
| Snapback | S.C. Johnson & Son, Inc. |
| Spit Shine Ultra High Speed Kleen & Burnish | Janimart Corp. |
| Spray Buff | Cello Chemical Corp. |
| Spray Buff | Puritan/Churchill Chemical Co. |
| Spray Buff | Spartan Chemical Co., Inc. |
| Sun-Glo Floor Restorer | Twi-Laq Industries |
| Tuffy Mop & Buff | Brighton Chemical Co. |
| Tuffy Spray Buff | Brighton Chemical Co. |

**Spray and Rinse Detergent (Car Wash)**
– Category #63 – Stock #AU0100823 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Armor All Protectant | Armor All Products |
| FO 976 TA Bus Wash | Fine Organics Corp. |
| FO 980A | Fine Organics Corp. |
| J-Wax Believe Traffic Film Remover | Johnson Wax Co., S.C. Johnson |
| Penetone 155 (Stock #BA0100343) | Penetone Corp. |
| RMS-36 | FPC Metro Corp. |
| Strength | Magnum Research Corp. |

**Stainless Steel Cleaner & Wash**
– Category #65A – Stock #GM0100760. (Eye protection, impervious gloves apron and long sleeve work clothes must be worn.)

| | |
|---|---|
| Brilliance Stainless Steel Wipes | Brilliance Holdings, Ltd. |
| Cello Sleek Stainless Steel Cleaner | Cello Chemical Corp. |
| Deep Gloss (Aerosol) | Johnson Wax Co., S.C. Johnson |
| Hyshine-Tiffany Stainless Steel Cleaner | Hysan Corp. |
| Metalo Stainless Steel Cleaner | Twi-Laq Industries |
| NU-Sheen | Nu-Sheen Products |
| Power Cleaner 155 (Bulk) (Stock #BA0100343 – 6 Gallons) | Penetone Corp. |
| Shimmer (Bulk & Aerosol) | National Laboratories |
| Swell Stainless Steel Cleaner | Twi-Laq Industries |
| Triple S Stainless Steel Cleaner | Triple S |

**Toilet Bowl Cleaner, Liquid**
– Category #66B. (Eye protection, impervious gloves, apron and long sleeve work clothes must be worn.)

| | |
|---|---|
| Astor Safety Non-Acid Bowl Cleaner | Creative Chemicals, Inc. |
| Bath Guard - Acid Free Disinfectant Bathroom Cleaner | Butcher Co. |
| Bath Mate Acid-Free Washroom Cleaner | Butcher Co. |
| Big D Urinal Block With Enzyme (Non-Para) (Stock #AU0100070) | Big D Industries, Inc. |
| Bol Maid Toilet Cleaner | Betco Corporation |
| Bowl Pac 532 Toilet Bowl & Bathroom Cleaner | Portion Pac Chemical Corp. |
| Bowlaway Bowl & Bathroom Cleaner | Barrier Industries, Inc. |
| Carefree Mild Bowl & Porcelain Cleaner/Disinfectant | Burke Supply Co. |
| Charge Bowl Cleaner | Butcher Co. |
| Crew Tub & Tile Cleaner for Solution Center | Johnson Wax Co., S.C. Johnson |
| Disinfectant Restroom Cleaner | Scott Sani-Fresh International |
| Formula 72 Germicidal Acid Bowl Cleaner | Malone Chemical Co. |
| Hi-Genic | Purex Industrial |
| Jon Q. Publik | Barrier Industries, Inc. |
| Mint Bowl Cleaner | Chloral Group |

| | |
|---|---|
| Mint Bowl Cleaner | Twi-Laq Industries |
| NABC (Non-Acid Disinfectant Bathroom Cleaner) | Spartan Chemical Co., Inc. |
| Non-Acid Bowl Cleaner | Twi-Laq Industries |
| Remove Q Uratic Salt Remover | Superco Specialty Products |
| SSS Non-Acid Bowl Cleaner | Triple S |
| Sun-Glo Mint Bowl Cleaner | Twi-Laq Industries |
| Vani-Sol Disinfectant Washroom Cleaner | National Laboratories |
| Spray and Go Urinal Cleaner | Zero Flush Inc. |

**Tunnel Tile Surface Detergent**
– Category #70 – Stock #AU0700665 (5 Gallons), #AU0700670 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, face shield, impervious gloves, protective clothing & boots must be worn.)

| | |
|---|---|
| Bio Solve | Westford Chemical Corp. |
| Business To Business Solutions Multi-Surface Cleaner | Access Business Group LLC |
| Compound 1101 | Priority Chemical Co., Inc. |
| Eco-Clean | Uniflo Resources, Inc. |
| FO 1165 | Fine Organics Corp |
| FO 933 Tunnel Wash | Fine Organics Corp. |
| Grignard Tunnel Tile Wash Winter Grade | Grignard Co. |
| Hydroforce Butyl-Free All Purpose Cleaner/Degreaser | CRC Industries, Inc. |
| J-Wax 100 | S.C. Johnson & Son, Inc. |
| Key-Chem 06562P | Stuart Ironsides |
| Key-Chem 539 | Key Chemicals, Inc. |
| Oxi Clean | Orange Glo International |
| Port Tunnel Cleaner | Twi-Laq Industries |
| Quick Tunnel Cleaner | Quick Chemical Co., Inc. |
| SC-1000 | Gemtek Products |
| Shineline Multi Surface Cleaner | Spartan Chemical Co., Inc. |
| Son of Super Brute Plus | Applied Research, Inc. |
| Super Concentrate Protective Soil Remover | Gemtek Products |
| Super Wash Industrial Grease Buster | SWI International |
| Tunnel Wash | Bergo Janitorial Supply |
| Ultra One G-5 Degreaser | Ultra One Corp. |
| ZEP Blue Magic | Zep Manufacturing Co. |
| ZEP-X-8886 | Zep Manufacturing Co. |
| ZEP-X-9081 | Zep Manufacturing Co. |

**Utility Cleaner, Paste**
– Category #71A

**Utility Cleaner, Powder**
– Category #71B – Stock #AU0700441. (Eye protection, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

| | |
|---|---|
| Ajax Cleanser With Bleach | Colgate-Palmolive Co. |

| | |
|---|---|
| Bab-O-Cleanser | Fitzpatrick Bros., Inc. |
| CA-348 | Polytech |
| Comet Cleanser | Procter & Gamble |
| Con-Sal | Church-Dwight Co. |
| F-100 | Diversey Wyandotte |
| Namico J-100 | National Milling & Chemical Co. |
| Permag #40 | Magnuson Products Corp. |
| Puritine | J.I. Holcomb Manufacturing Co. |

**Cleaner, General Purpose**
- Category #71C – Stock #AU0700630

| | |
|---|---|
| Benefect Multi-Purpose Cleaner Concentrate | Sensible Life Products |
| Blue Velvet No Film General Purpose Cleaner | National Chemical Laboratories |
| Earth Sense #1 Glass & Multi-Surface Cleaner | National Chemical Laboratories |
| Green Cleaner & Degreaser | Superco Specialty Products |
| Green Earth Natural All Purpose Cleaner | Betco Corporation |
| Green Earth Peroxide Cleaner Concentrate | Betco Corporation |
| Green Life All Purpose Cleaner | Snappy Solutions Inc. |
| Green Solutions Industrial Cleaner | Spartan Chemical Co., Inc. |
| Hydroxi Pro Cleaning Wipes | Core Products Co. |
| Misty All Purpose Cleaner | Amrep, Inc. |
| Multi-Clean Century Maintenance Cleaner | Minuteman International, Inc. |
| The Natural All Purpose Multi-Surface Cleaner | Easy Clean & Green |
| Tribase Multipurpose Cleaner | Spartan Chemical Co., Inc. |

**Wall Cleaner, Tile**
– Category #72A. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Aqua-Safe | Brulin & Co., Inc. |
| Armor All Cleaner/Degreaser | Armor All Products |
| Bathroom Cleaner For Twist 'N Fill System | 3M Co. |
| Benefect Atomic Cleaner, Fire & Soot Cleaner | Sensible Life Products |
| Eco-Phase Heavy Duty Cleaner/Degreaser Concentrate | Janimart Corp. |
| Enco Formula 'A' | Enterprise Chemical & Paper Co. |
| Green Life Tub & Tile Cleaner | Snappy Solutions Inc. |
| It's "OK" Green | Ardex Laboratories, Inc. |
| Just Right | Janimart Corp. |
| Kleansal | W.B. McVicker Co. |
| Lesswork Detergent | Banner Chemical Corp. |
| Neutra-Kleen Deodorizing Neutral Cleaner | Janimart Corp. |
| Prime Time | Walton-March, Inc. |
| Sterigent | Spartan Chemical Co., Inc. |
| Sun-Glo Welsite Tile & Floor Cleaning Concentrate | Twi-Laq Industries |
| The Natural Basin, Tub & Tile Cleaner | Clean Environment Co., Inc. |
| Top Notch | Barrier Industries, Inc. |

**Window Cleaner, Concentrate Use as Delivered**
– Category #72B – Stock #AU0700180, PATH Stock #004968, #017381 (1 Gallon). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Alcohol Cleaner | Lever Industrial, Inc. |
| Aptco Window Cleaner | Buckingham Wax Co. |
| Bellwether Windshield Washer #1001 | Bellwether Laboratories, Inc. |
| Bellwether Windshield Washer #1004 | Bellwether Laboratories, Inc. |
| Bellwether Windshield Washer #1006 | Bellwether Laboratories, Inc. |
| Biorenewables Glass Cleaner | Spartan Chemical Co., Inc. |
| Clean on the Go Concentrated Glass & Hard Surface Cleaner | Spartan Chemical Co., Inc. |
| Concentrated Window Cleaner | Twi-Laq Industries |
| Earth Sense #1 Glass & Multi-Surface Cleaner | National Chemical Laboratories |
| GC101 Heavy Duty Glass Cleaner | Banner Chemical Corp. |
| Glance RTU | Johnson Wax Co., S.C. Johnson |
| Glass Cleaner | Spartan Chemical Co., Inc. |
| Glass Cleaner Twist 'N Fill Product #1 | 3M Co. |
| Glass Kare | Barrier Industries, Inc. |
| Green Earth Glass Cleaner | Betco Corporation |
| Kleer Brite Window & Glass Cleaner | National Chemical Laboratories |
| Lance (Use as delivered) | A.C. Fergusson, Inc. |
| Lightning Blend Glass Cleaner F4510 | Purex Industrial |
| Phoenix Crystal Glass Cleaner | Eagle Maintenance Supply, Inc. |
| Plexi-I-Guard Liquid | Sterling Sanitary Supply Corp. |
| Pro Shine | Paper Enterprises, Inc. |
| See Klear Glass Concentrate Cleaner | Chloral Group |
| See-Thru Window Cleaner | Chloral Group |
| Sparkle (Use as delivered) | Mirandy Products, Ltd. |
| Spic & Span Disinfecting Spray & Glass Cleaner | Procter & Gamble |
| Spray N' Shine Glass Cleaner | Fuller Brush Co. |
| SSS Glass Cleaner | Triple S |
| Sun-Glo C-Thru Window Cleaner | Twi-Laq Industries |
| Window Cleaner Concentrate | J.I. Holcomb Manufacturing Co. |

**Window Cleaner (Aerosol)**
– Category #72C – Stock #AU0700195 (19 oz.). (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| 099 Glass Cleaner | A.W. Chesterton Co. |
| Barrier Plexiglass Cleaner | Barrier Industries, Inc. |
| Blue Sky Glass Cleaner | Franklin Cleaning Technology |
| Glass Cleaner Twist N' Fill Product #1 | 3M Co. |
| Green Life Glass & Window Cleaner | Snappy Solutions Inc. |
| Look Glass Cleaner | Butcher Co. |
| Plexi-I-Guard Aerosol | Sterling Sanitary Supply Corp. |
| Soilax Spray Cleaner | Magnus Chemical Division, Inc. |

**Algae & Mold Cleaner & Remover**
– Category #72D. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Chomp Pro Algae & Mold Stain Cleaner & RemoverEnvironmental Solutions International

**PATH Cars – Exterior Cleaner**
– Category #73A – PATH Stock #000708
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed area.)

| | |
|---|---|
| FO 3024-SV | Fine Organics Corp. |
| FO 479 F | Fine Organics Corp. |
| Greasinator Concentrate | EnvirOx LLC |
| Penblast 316M | Penetone Corp. |

**PATH Cars – Interior Cleaner**
– Category #73B – PATH Stock #000809, #017367, #017440, #033091, #033253, #033239. To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed are.) The 3M products must be diluted using Twist 'N Fill Chemical Dispenser.

| | |
|---|---|
| Bravo Extra Heavy Duty Floor Stripper | S.C. Johnson & Son, Inc. |
| Clean By Peroxy All Purpose Cleaner | Spartan Chemical Co. Inc. |
| FO 449 | Fine Organics Corp. |
| FO 976 TA Bus Wash | Fine Organics Corp. |
| FO 980A | Fine Organics Corp. |
| General Purpose Cleaner Twist 'N Fill Product #8 | 3M Co. |
| Green Earth Peroxide Cleaner Concnetrate | Betco Corporation |
| Megapower Redi-Kleen #12 | Fine Organics Corp. |
| Neutral Cleaner Twist N' Fill Product #3 | 3M Co. |
| Neutral Quat Disinfectant Cleaner Twist 'N Fill Product #23 | 3M Co. |
| Quat Disinfectant Cleaner Twist 'N Fill Product #5 | 3M Co. |
| Quick Qleen #2 Interior Car Cleaner | Quick Chemical Co., Inc. |
| Speed Stripper Twist 'N Fill Product #6 | 3M Co. |
| Taski Profi Floor Cleane/Oil & Grease Remover | JohnsonDiversey, Inc. |
| Taski Wiwax Cleaning And Maintenance Emulsion | JohnsonDiversey, Inc. |
| TRACK-TEX AM | Texo Corp. |

## Food Service Maintenance Products

Category #74

Pre-Soak for Stainless Steel Flatware
– Stock #AU0700457
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Banish | Chloral Group |
| Silver Kleen SS | Sanolite Chemical Corp. |
| Silver Power – used only with Solitron 1000 dispenser | Ecolab, Inc. |

Chlorinated Machine Dishwashing Detergent
– Stock #AU0700460. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Guardian Magnum | Ecolab, Inc. |
| Sano-Chlor | Sanolite Chemical Corp. |

Chlorinated Machine Dishwashing Safe for Most Metals
– Stock #AU0700460. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Guardian Acclaim | Ecolab, Inc. |
| Reward | Sanolite Chemical Corp. |

Solid Detergent Capsule for Mechanical Dishwashers
(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

| | |
|---|---|
| Solid Power – used only with Power Activated Detergent Dispenser | Ecolab, Inc. |
| Solid Power Plus – used only with Power Activated Detergent Dispenser | Ecolab, Inc. |

Machine Warewashing Detergent
(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

| | |
|---|---|
| Super Saver | Sanolite Chemical Corp. |

Concentrated Multi-Purpose Iodine
– Stock #AU0700476. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Iodex | Sanolite Chemical Corp. |
| Iodine Sanitizer | Chloral Group |
| Mikroklene | Ecolab, Inc. |

Pot and Pan or Hand Dishwashing Detergent
(Eye protection and impervious gloves must be worn.)

| | |
|---|---|
| Emulsify | Chloral Group |
| Joy Dishwashing Detergent | Procter & Gamble |
| NEET | Ecolab, Inc. |
| Pot Luck | Sanolite Chemical Corp. |

Solid Detergent Capsule for Pot and Pan or Hand Dishwashing Detergent
Stock #AU0700450, #AU0700452. (Eye protection and impervious gloves must be worn.)

| | |
|---|---|
| Solitaire – used only with Solitron 1000 Dispenser | Ecolab, Inc. |
| Tetrox | Ecolab, Inc. |

Rinse Additive and Drying Agent
For Use In Automatic Rinse Injectors. Stock #AU0700470, #AU0700472. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Instant Dry | Sanolite Chemical Corp. |
| Jet Dry | Ecolab, Inc. |
| Rinse Dry | Ecolab, Inc. |
| Rinse IT SP-4 | Sanolite Chemical Corp. |
| Solid Spot Free | Ecolab, Inc. |

Solid Rinse Additive and Drying Agent
For Use In Automatic Rinse Injectors. Stock #AU0700472. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Solid Spot Free – use only with Mikroverter Dispenser | Ecolab, Inc. |

Neutral Cleaner
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| All Purpose Cleaner | Ecolab, Inc. |
| Kleer 'N Brite Low Temperature Dishwasher Sanitizers – Stock #AU0700478 | Sanolite Chemical Corp. |
| Eco-San | Ecolab, Inc. |

Stainless Steel Cleaner
– Stock #AU0100440, #GM0100760, PATH Stock #004372. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

| | |
|---|---|
| Soilax | Ecolab, Inc. |
| Acid Cleaner – Stock #AU0700474 | |
| Clinging Limeaway | Ecolab, Inc. |

**Compubiend System Chemicals**
– Category #77

| | |
|---|---|
| Base (A-Y) | 3M Co. |
| Ready to Use | 3M Co. |
| 1:4 Concentrate | 3M Co. |
| 1:63 Concentrate | 3M Co. |

## ADDITIONS

| Product | Manufacturer | Category |
|---|---|---|
| Bio Silver | Mid-Continent Packaging, Inc. | 21B: Disinfectant |
| Cameo Aluminum & Stainless Steel Cleaner | Church & Dwight Company, Inc. | 6: Aluminum Cleaner |
| De-Icer 821 Ice Melting Compound | Penetone Corporation | 53B: General Ice Control |
| Earth Savors Mist Air Freshener [All Fragrances] | State Chemical Solutions | 21A: Detergent, Disinfectant, Odor Counteractant |
| Earth Savors Mist Liquid Air Freshener | State Chemical Solutions | 21A: Detergent, Disinfectant, Odor Counteractant |
| Earthguard All Natural Ice Melter | Magco Incorporated | 53B: General Ice Control |
| EarthGuard All Natural Ice Melter | Magco Incorporated | 53B: General Ice Control |
| Green Life All Purpose Cleaner | Snappy Solutions Inc. | 71C: Cleaner, General Purpose |
| Green Life Floor Stripper | Snappy Solutions Inc. | 29A: Floor Cleaner, Stripper |
| Green Life Glass & Window Cleaner | Snappy Solutions Inc. | 72C: Window Cleaner (Aerosol) |
| Green Life Liquid Hand Soap | Snappy Solutions Inc. | 36: Hand Cleaner, Liquid |
| Green Life Tub & Tile Cleaner | Snappy Solutions Inc. | 72A: Wall Cleaner, Tile |
| Green Life Zinc – Free Floor Seal & Finish | Snappy Solutions Inc. | 28: Floor Finish, Metallic Interlock (Scrubbable) |
| Green Stuff® Absorbent | D2L Products | 32: Grease & Oil Absorbents |
| Propellant 49 Ice & Snow Melter | Pace Chemical Products, Inc. | 53B: General Ice Control |
| Puregreen24 Disinfectant & Deodorizer | Pure Green, LLC | 21B: Disinfectant |
| PureGreen24 Hard Surface Disinfectant | Pure Green, LLC | 21B: Disinfectant |
| Sani-Cloth Plus Germicidal Disposable Cloth | Nice-Pak Products, Inc. | 21B: Disinfectant |
| Spray and Go Urinal Cleaner | ZeroFlush Inc. | 66B: Toilet Bowl Cleaner, Liquid |

## DELETIONS

There Are No Deletions

## CHANGES

There Are No Changes

## VENDOR NAMES AND ADDRESSES

303 Products, Inc.
10801 Starwood Drive
Palo Cedro, CA 96073

3M Co.
3M Center
St. Paul, MN 55144-1000

A.C. Fergusson, Inc.
Spring Mill Drive
Frazer, PA 19355

A.W. Chesterton Co.
225 Fallon Road
Middlesex Industrial Park
Stoneham, MA 02180-2999

Access Business Group LLC
7575 Fulton Street
Ada, MI 49355

Acutech Industries, Inc.
310 Brookhollow Industrial Blvd.
Dalton, GA 30721-3275

Advantage Marketing Associates
1295 S.W. 4th Avenue
Delray Beach, FL 33444

Aedeas Group LLC
353 Kearny St., Suite 41
San Francisco, CA 94108

Air Kontrol, Inc.
221 Pearson Street
Batesville, MS 38606

Airex Laboratories
1640 Delmar Drive
Folcroft, PA 19032

Airkem Professional Products, Ecolab, Inc.
370 Wabasha Street
St. Paul, MN 55102

Airwick, Reckitt Benckiser
Morris Corporate Center IV

399 Interpace Parkway, P.O. Box 225
Parsippany, NJ 07054-0225

Akona, LLC
P.O. Box 488
1570 Halgren Road
Maple Plain, MN 55359

Alfred Chemical Corp.
111 Gardner Avenue
Brooklyn, NY 11237

AMAX Corp.
960 S. Third Street
Louisville, KY 40203

American Cyanamid Co.
697 Route 46
Clifton, NJ 07015

American Industrial Supply, Inc.
4514 Vanowen Street
Burbank, CA 91505

American Paper Towel Co.
10 Industrial Road
Carlstadt, NJ 07072

American Products, Inc.
P.O. Box 7455
Port St. Lucie, FL 34985

American Wax Co., Inc.
39-30 Review Avenue
Long Island City, NY 11101

Americlean Systems, Inc., JohnsonDivesey
26935 Northwestern Hwy., Suite 400
Southfield, MI 48034

Amrep, Inc.
990 Industrial Park Drive
Marietta, GA 30062

Amway Corp.
7575 East Fulton Road
Ada, MI 49355

AP&G Co., Inc.

170 - 53rd Street
Brooklyn, NY 11232

Applied Research, Inc.
7367 Davie Rd. Ext
Hollywood, FL 33024

Ardex Laboratories, Inc.
335 Camer Dr.
Bensalem, PA 19020

ARI
P.O. Box 510
Orchard Hill, GA 30266

Armor All Products, Clorox Co.
22 Corporate Park
Irvine, CA 92714

Armor Research Co.
1035 Busch Memorial Highway
Pennsauken, NJ 08110

Banner Chemical Corp.
111 Hill Street
Orange, NJ 07050

Barlyn Chemicals
P.O. Box 1122
Havertown, PA 19083

Barrier Industries, Inc.
200 E. Main Street
Port Jervis, NY 12771

Bedford Chemical Division, Ferro Corp.
7050 Krick Road
Walton Hills, OH 44146-4494

Bell Laboratories, Inc.
3699 Kinsman Blvd.
Madison, WI 53704

Bellwether Laboratories, Inc.
172 Speedwell Avenue
Morris Plains, NJ 07950

Bergo Janitorial Supply
114 Allen Blvd.

Farmingdale, NY 11735

Betco Corporation
1001 Brown Ave.
Toledo, OH 43607

Big D Industries, Inc.
5620 S. W. 29th Street
P.O. Box 82219
Oklahoma City, OK 73148-0219

Boyle-Midway, Inc.
South Avenue & Hale Street
Cranford, NJ 07016

Brighton Chemical Co.
385 Jersey Street
Staten Island, NY 10301

Brilliance Holdings, Ltd.
121 Customs St West
Auckland Central, NZ

Brulin and Co., Inc.
P.O. Box 270
Indianapolis, IN 46206

Buckingham Wax Co.
51-03 Van Dam Street
Long Island City, NY 11101

Bunzl Corp.
256 Columbia Turnpike, Suite 212
Florham Park, NJ 07932-1298

Burke Supply Co.
Bldg. 293, Brooklyn Navy Yard
Brooklyn, NY 11205

Butcher Co.
120 Bartlett Street
Marlborough, MA 01752

Calgon Corp.
Commercial Division
7501 Page Avenue
St. Louis, MO 63166

Calgon Vestal Laboratories

5035 Manchester Avenue
Saint Louis, MO 63110

Capital Supply Co.
111 Eighth Avenue
New York, NY 10011

Cello Chemical Corp.
1354 Old Post Road
Havre de Grace, MD 21078

Chase Products Co.
P.O. Box 70
Maywood, IL 60153

Chem Creations, Inc.
260 Northern Blvd.
Great Neck, NY 11021

Chemical Products Co., Inc.
1213 Jackson Street
Omaha, NE 68102

Chemsearch Div. of NCH Corp.
Box 152170
Irving, TX 75015

Chemspec
3001 E. Madison Street
Baltimore, MD 21205

Chloral Group
171 Lombardy Street
Brooklyn, NY 11222

Church & Dwight Company, Inc.
Two Pennsylvania Plaza
New York, NY 10001

Clean Environment Co., Inc.
P.O. Box 4444
Lincoln, NE 68504

Cleaning Solutions Group
The Sherwin-Williams Co.
101 Prospect Avenue, N.W.
Cleveland, OH 44115

Cleanmaster
6321 204 Street SW
Lynwood, WA 98036

Cleantronics, Inc.
P.O. Box 384
Princeton Junction, NJ 08550

Clearway, LLC.
414 Wilson Avenue
Newark, NJ 07105

Clift Industries, Inc.
P.O. Box 67153
Charlotte, NC 28226

Clorox Co.
1221 Broadway
Oakland, CA 94612

CMC Laboratories Co., Inc.
100 Varick Street
New York, NY 10014

Colgate-Palmolive Co.
300 Park Avenue
New York, NY 10022

Core Products Co.
401 Industrial Drive
Canton, TX 75103

CRC Industries, Inc.
885 Louis Dr.
Warminster, PA 18947

Creative Chemicals, Inc.
3 Church Street
Plainer, MA 01069

Cryotech Deicing Technology
6103 Orthoway
Fort Madison, IA 52627

Crystal Chemical Corp.
101-02 37th Avenue
Corona, NY 11368

Darm Incorporated
P.O. Box 0218
Baldwin, NY 11510

Deb SBS, Inc.
1100 Highway 27 South
Stanley, NC 28164

Dial Corp.
1850 N. Central
Phoenix, AZ 85077

Diversey Wyandotte
400 Washington Street
Suite 301
Braintree, MA 02184

DiversiTech
2530 Lantrac Court
Decatur, GA 30035

DL Group, Banite Inc.
47 East Market Street
Buffalo, NY 14204

DMS&D Associates, Inc.
20 Meridian Road
Eatontown, NJ 07724

Dow Chemical Co.
2030 Dow Center
Midland, MI 48674

Drackett Professional, S.C. Johnson
1295 S.W. 4th Street
Delray Beach, FL 33444

Dymon, Inc.
P.O. Box 6267
Kansas City, KS 66106

Dynasurf Chemical Corp.
1426 Fleet Street
Baltimore, MD 21231

E Global Solutions, Inc.
9-d Dunwood Road
Port Washington, NY 11050

Eagle Maintenance Supply, Inc.
80 Twinbridge Drive
Pennsauken, NJ 08110

Eagle Picher Co.
580 Walnut Street
Cincinnati, OH 45202

Easy Clean & Green
P.O. Box 323
Monmouth Beach, NJ 07750

Ecolab, Inc.
370 Wabasha Street
St. Paul, MN 55102

EMS Brands Products
9242 Commerce Highway
Pennsauken, NJ 08110

Engelhard Minerals & Chemicals Corp.
Menlo Park
Edison, NJ 08817

Enterprise Chemical & Paper Co.
35-03 29th Street
Long Island City, NY 11106

Envirochem, Inc.
317 St. Paul's Avenue
Jersey City, NJ 07306

Environmental Connections, Inc.
704 Plaza Blvd.
Kinston, NC 28501

Environmental Solutions International
1261 N. Raddant Road
Batavia, IL 60510

EnviroSystems, Inc.
1754 Technology Drive
Suite 106
San Jose, CA 95110

EnvirOx LLC
1938 E. Fairchild Street
Danville, IL 61834

Enviro-Zyme, Inc.
Stormville Mountain Road
Stormville, NY 12582

Fine Organics Corp.
205 Main Street
Lodi, NJ 07644

Finished Surface System, Inc.
P.O. Box 569
Comstock Park, MI 49321

Fitzpatrick Bros., Inc.
625 North Sacramento Blvd.
Chicago, IL 60612

Force Chemical, Inc.
449 Bayview Avenue
Cedarhurst, NY 11516

Ford Motor Company
**Attention**: MSDS Information, P.O. Box 1899
Dearborn, Michigan 48121

FPC Metro Corp.
168 Spruce Street
Westbury, NY 11590

Franklin Cleaning Technology
P.O. Box 214
Great Bend, KS 67530

Fresh Products, Inc.
4010 South Avenue
Toledo, OH 43615

Fuller Brush Co.
P.O. Box 729
Westport Addition
Great Bend, KS 67530

Gemtek Products
1118 E. Missouri Ave., Suite B-2
Phoenix, AZ 85014

Georgia-Pacific Corp.
133 Peachtree Street, N.E.
Atlanta, GA 30303

Geritrex Corp.
2 East Sanford Blvd.
Mount Vernon, NY 10550

Gilman Products Co.
P.O. Box 327 Riverview Mill
Wilton, NH 03086

Glenveigh Developments Ltd
PO Box 734
Lower Sackville, Nova Scotia
Canada B4C 3V3

GOJO Industries
One GOJO Plaza, Suite 500
Akron, OH 44311

Green Planet Products
142 Taunton Blvd.
Medford, NJ 08055

Grignard Co.
126 Passaic Street
Newark, NJ 07104

H. Behlen & Bro.
Route 30 North
Amsterdam, NY 12010

Halbro Control Industries, Inc.
2090 Route 110
Farmingdale, NY 11735

Harley Chemicals Div., Concord Chemical Co.
17th Federal Streets
Camden, NJ 08105

Heritage Labs, Inc.
P.O. Box 4141
Bayonne, NJ 07002

Hillyard Chemical Co.
302 North 4th Street
St. Joseph, MO 64502

Hilti Construction Chemicals, Inc.
5400 S. 122nd East Avenue
Tulsa, OK 74146

Hilton Head Laboratories
484 Brows Cove Road
Ridgeland, SC 29936

Hi-Point Peat Limited
P.O. Box 2535
Postal Station "M"
Calgary, Alberta
Canada T2P 2N6

Hysan Corp.
4309 S. Morgan Street
Chicago, IL 60609

Indco, Inc.
N. Railroad & Essex Sts.
Gloucester City, NJ 08030

Inopak, Ltd.
24 Executive Parkway
Ringwood, NJ 07456

IRS Total Recycling Services
P.O. Box 931
Ridgefield, NJ 07657

ITW Devcon Environmental Systems
30 Endicott Street
Danvers, MA 01933

ITW Dymon
805 East Old 56 Hwy.
Olathe, KS 66061

J.I. Holcomb Manufacturing Co.
4415 Euclid Avenue
Cleveland, OH 44103

James Austin Co.
115 Downieville Road
Mars, PA 16046

Janimart Corp.
733 Ridgedale Ave.
East Hanover, NJ 07936

John A. Earl, Inc.
216-222 Union Street
Hackensack, NJ 07601

Johnson Wax Co., S.C. Johnson
1525 Howe Street
Racine, WI 53403

JohnsonDiversey, Inc.
3240 Benchmark Drive
Ladson, SC 29456

Kano Laboratories, Inc.
1000 E. Thompson Lane
Nashville, TN 37211

Kem Tech Industries
N8076 Maple Street
Ixonia, WI 53036

Key Chemicals, Inc.
4346 Tacony Street
Philadelphia, PA 19124

Kleenmaster Products Co.
291 Roymar Road
Oceanside, CA 92054

Kutol Products Co.
7650 Camargo Road
Cincinnati, OH 45243

Kwiat Trading Corp.
10155 Collins Avenue #403
Bal Harbour, FL 36154

Lever Industrial, Inc.
CH 9542
Munchweilen, Switzerland

LiQuifix LLC
110 Lenox Avenue
Stamford, CT 06906

LSZ, Inc.
30 Glenn Street, Suite 309
White Plains, NY 10603

Magco Incorporated
600 South State Street
Clarks Summit, PA 18411

Magnum Research Corp.
10-5 Drew Court
Ronkonkoma, NY 11779

Magnus Chemical Division, Inc.
Ecolab Osborn Building
St. Paul, MN 55102

Magnuson Products Corp.
50 Court Street
Brooklyn, NY 11201

Malone Chemical Co.
130 Marion Avenue
Linden, NJ 07036

Marcal Paper Mills, Inc.
1 Market Street
Elmwood Park, NJ 07407

Masury Columbia Co.
2150 North 15th Avenue
Melrose Park, IL 60160

Mateson Chemical Corp.
1025 East Montgomery Ave.
Philadelphia, PA 19125

Meridian Petroleum
330 S. Wells Street
Chicago, IL 60606

Microtek Medical, Inc.
602 Lehmberg Road
Columbus, MS 39702

Mid-Continent Packaging, Inc.
1220 North 54th Street
Enid, OK 73701

Midco Products Co., Inc.
11697 Fairgrove Ind. Blvd.
St. Louis, MO 63043

Minuteman International, Inc.
600 Cardigan Road
Shoreview, MN 55126

Mione Manufacturing Co.

51 Democrat Road
Mickleton, NJ 08056

Mirandy Products, Ltd.
1078 Grand Avenue
South Hempstead, NY 11550

Misco International
115 Messner Drive
Wheeling, IL 60090

Misco Products Corp.
R.D. 9, Box 9155
Reading, PA 19605

Modern Research Corp.
431 Stephenson Highway
Troy, MI 48083

M-Oil-Free Co., Inc.
2060 Hartel Street
Levittown, PA 19057

Motsenbocker's Lift Off
P.O. Box 90947
San Diego, CA 92169

Multi-Development Enterprises
P.O. Box 2904
Plainfield, NJ 07062

NA-Churs/Alpine Solutions
421 Leader Street
Marlon, OH 43302

National Chemical Laboratories of PA, Inc.
401 North Tenth Street
Philadelphia, PA 19123

National Laboratories
225 Summit Avenue
Montvale, NJ 07645

National Milling & Chemical Co.
4601 Flat Rock Road
Philadelphia, PA 19127

NCH Corp.
Box 152170

Irving, TX 75015

Neutron Industries, Inc.
7103 N. Black Canyon Hwy
Phoenix, AZ 85021-7619

Nice-Pak Products, Inc. (PDI, The Healthcare Div. of)
Two Nice-Pak Park
Orangeburg, NY 10962-1376

Nilodor, Inc.
1470 Industrial Parkway
Bolivar, OH 44612

Nu-Sheen Products
P.O. Box 426
Ottumwa, IA 52501

Octagon Process, Inc.
596 River Road
Edgewater, NJ 07020

Oil Dri Corp.
68-64 Yellowstone Boulevard
Forest Hills, NY 11375

Oil-Away
2316 Oakhaven Drive
Duarte, CA 91010

Onox, Inc.
43132 Christy Street
Fremont, CA 94538

Orange Glo International
8765 Orchard Road, Suite #703
Englewood, CO 80111

Pace Chemical Products, Inc.
4510 W. 89th Street, Suite 100
Prairie Village, KS 66207

Packard Industries, Inc.
7 Stow Road
Marlton, NJ 08053

Paper Enterprises, Inc.
850 East 140th Street
Bronx, NY 10454

PCI of America
2701 Tower Oaks Boulevard
Suite 300
Rockville, MD 20852

Penetone Corp.
74 Hudson Avenue
Tenafly, NJ 07670

Penray Companies, Inc.
440 Denniston Ct.
Wheeling, IL 60090

Permatex Industrial Corp.
705 North Mountain Road
Newington, CT 06111

Polytech
2520 San Fernando Road
Los Angeles, CA 90085

Portion Pac Chemical Corp.
400 N. Ashland Avenue
Chicago, IL 60622

Positive Product Laboratories, Inc.
P.O. Box 281
Pleasantville, NY 10570

Prestige Laboratories, Inc.
100 Oak Street
East Rutherford, NJ 07073

Priority Chemical Co., Inc.
725 River Road, P.O. Box 332
Edgewater, NJ 07020

Procter & Gamble
Ivorydale Technical Center
5299 Spring Grove Avenue
Cincinnati, OH 45217-1087

Pro-Kote Industries
5849 Okeechobee Blvd.
West Palm Beach, FL 33417

Pure Green, LLC
439 Centre Island Road

Centre Island, NY 11771

Purex Industrial
7300 Bolsa Ave.
Westminster, CA 92684-3800

Puritan/Churchill Chemical Co.
916 Ashby Street, NW
Atlanta, GA 30318

Q-Pak Corp.
2145 McCarter Highway
Newark, NJ 07104

Quick Chemical Co., Inc.
200 Winston Drive, Suite 2603
Cliffside Park, NJ 07010

Racine Industries, Inc.
1405 16th Street
Racine, WI 53403

Ram Enterprises, Inc.
3131 Stonebrook Circle
Memphis, TN 38116

Realneat Products
1475 East 222nd Street
Bronx, NY 10469

Restoro Polish Co.
53 Conrad Drive
Karo, PA 16046

Rochester Midland Corp.
135 West Central Blvd.
Palisades Park, NJ 07650

Roman Adhesives, Inc.
824 State Street
Calumet City, IL 60609

Russall Products Co., Inc.
1719 W. Farms Rd.
Bronx, NY 10460

S.C. Johnson & Son, Inc.
1525 Howe Street
Racine, WI 53403-5011

Sanitary Soap Co., Inc.
104 Railroad Avenue
Paterson, NJ 07501

Sanolite Chemical Corp.
3449 Ft. Hamilton Parkway
Brooklyn, NY 11218

Scot Laboratories
16841 Park Circle Drive
Chagrin Falls, OH 44023

Scott Sani-Fresh International
4702 Goldfield
San Antonio, TX 78218

Selig Chemical Industries
840 Selig Drive, S.W.
Atlanta, GA 30336

Sensible Life Products
7 Innovation Drive
Flamborough, ON Canada L9H 7H9

Shaklee Corp.
444 Market Street
San Francisco, CA 94111

Snappy Solutions Inc.
PO Box 305
Rochelle Park, NJ 07662

Solar Care, Inc.
115 Research Drive
Bethlehem, PA 18015

Spartan Chemical Co., Inc.
1110 Spartan Drive
Maumee, OH 43537

Spectrum Brands, Inc.
2150 Schuetz Road
St. Louis, MO 63146

Sprayon Products, Sherwin-Williams Co.
6830 Cochran Road
Solon, OH 44139

Spruce Industries
636 South Avenue
Garwood, NJ 07027

State Chemical Solutions
3100 Hamilton Avenue
Cleveland, OH 44114

State Industrial Products
3100 Hamilton Avenue
Cleveland, OH 44114

Sterling Sanitary Supply Corp.
32-32 57th Street
Woodside, NY 11377

Stockhausen, Inc.
2401 Doyle Street
Greensboro, NC 27406

Stuart Ironsides
7575 Plaza Court
Willowbrook, IL 60521

Sud-Chemie Absorbents, Inc.
31670 GA Hwy
South Meigs, GA 31765

Sunshine Makers, Inc.
16771 Pacific Coast Highway
Sunset Beach, CA 90742

Superco Specialty Products
25041 Anza Drive
Valencia, CA 91355

Sherwin-Williams Company
101 Prospect Avenue NW
Cleveland, OH 44115

SWI International
487 Division St.
Boonton, NJ 07005

Technical Concepts LLC
1301 Allanson Road
Mundelein, IL 60060

Tennant Co.

701 N. Little Drive
Minneapolis, MN 55422

Texo Corp.
2801 Highland Ave.
Cincinnati, OH 45212

Top Guard Products
76 Grand Avenue
Brooklyn, NY 11205

Triple S
2 Executive Park Drive
Billerica, MA 01862

Turtle Wax, Inc.
5655 West 73rd Street
Chicago, Illinois 60638-6211

Twi-Laq Industries
76 Grand Avenue
Brooklyn, NY 11205

U.S. Borax Co.
3075 Wilshire Boulevard
Los Angeles, CA 90010

Ultra One Corp.
Edgewater Industrial Park
112 East Avenue
Hackettstown, NJ 07840

Uncle Sam Chemical Co.
573-575 West 131st St.
New York, NY 10027

Uniflo Resources, Inc.
19 Kimberly
Wayside, NJ 07712

United Laboratories, Inc.
320 37th Avenue
St. Charles, IL 60174

VIC Industrial Corp.
231 E Emory Road
Powell, TN 37849

Visual Pollution Tech, Inc.

P.O. Box 12833
Scottsdale, AZ 85267

W.B. McVicker Co.
243 44th Street
Brooklyn, NY 11232

Walton-March, Inc.
1620 Old Deerfield Road
Highland Park, IL 60035

Waverly Minerals, Inc.
31670 GA Hwy 3 South
Meigs, GA 31765

Westford Chemical Corp.
P.O. Box 798
Westford, Massachusetts 01886

Wisconsin Pharmacal Co.
1 Repel Road
P.O. Box 198
Jackson, WI 53037

Wyandotte Chemicals Co.
1609 Biddle St.
Wyandotte, MI 48192

Yonar Labs
6615 Tributary Street
Baltimore, MD 21224

Zep Commercial
Enforcer Products Inc.
P.O. Box 1060
Cartersville, GA 30120

Zep Manufacturing Co.
10 Fadem Road
P.O. Box 299
Springfield, NJ 07081

ZeroFlush Inc.
3008-3016 Lions Court
Kissimmee, FL 34744

## INDEX


| Product | Category |
|---|---|
| 010 Hand Cleaner | 36 |
| 099 Glass Cleaner | 72C |
| 10:1 Rug Shampoo | 12 |
| 20/20 Vision | 28 |
| 4Our Brown Spot & Stain Remover | 61B |
| 520 Spray Wax | 8, 9C |
| 5IVE Rust Away | 61B |
| 6IX Turbo Cleaner Coffee Remover & Pre-Spray | 61B |
| A-33 | 21A |
| A-33 Dry | 21A |
| A-Ben-A-Qui | 22A |
| Absolute | 21A |
| Activator 5000 | 26B |
| Aerokroil | 55 |
| Aerospace Protectant | 56 |
| AF315 Neutral pH Disinfectant/Deodorant/Detergent | 21A |
| Air Interceptor Air Neutralizer | 45 |
| Airkem A-3 | 21A |
| Airkem Foam Tex | 12 |
| Airkem Gold Label Solidaire | 45 |
| Ajax All Purpose Cleaner | 21A |
| Ajax Cleanser With Bleach | 71B |
| Alcare Foamed Alcohol | 33 |
| Alcohol Cleaner | 72B |
| All Purpose Cleaner | 22A, 74 |
| All Purpose Cleaner 201 | 22A |
| All Purpose Floor Absorbent | 32 |
| All Purpose Lubricant & Protectant | 56 |
| Amway Floor Polish | 28 |
| Amway Floor Wax | 28 |
| Anileator Insect Repellent | 42 |
| Anti Microbial Pink Lotion Soap | 36 |
| Aptco All Purpose Cleaner | 22A |
| Aptco Stripper | 29A |
| Aptco Superior Hand Cleaner W/Lanolin | 38B |
| Aptco Touchdown Floor Finish | 28 |
| Aptco Window Cleaner | 72B |
| Aqua-Safe | 72A |
| Aquatoc | 45 |
| Aquazyme | 45 |
| Aquinoc | 45 |
| Arctic Kleen Freezer Cleaner | 22A |
| Armor 413 Coil Cleaner | 13 |
| Armor All Cleaner/Degreaser | 18A, 29A, 72A |
| Armor All Protectant | 9A, 9B, 63 |

| | |
|---|---|
| Asepticare | 21A |
| Astor Safety Non-Acid Bowl Cleaner | 66B |
| Austin A-1 Bleach | 21B |
| Award Furniture Polish | 31A |
| Bab-O-Cleanser | 71B |
| Bacti-Chem Detergent Disinfectant Cleaner | 21A |
| Bad Air Sponge | 45 |
| Banish | 74 |
| Banish-It "Q" | 21A |
| Ban-Zyme Liquid | 26B |
| Barcrobe | 21A |
| Barrier Plexiglass Cleaner | 72C |
| Basic H | 22A |
| Bath Guard - Acid Free Disinfectant Bathroom Cleaner | 66B |
| Bath Mate Acid-Free Washroom Cleaner | 66B |
| Bathroom Cleaner Concentrate For Twist 'N Fill System | 72A |
| Beacon Bleach | 21B |
| Beeswax Furniture Polish | 31A |
| Believe It | 12 |
| Bellwether Windshield Washer | 72B |
| Benefect Atomic Cleaner - Fire & Soot Cleaner | 72A |
| Benefect Broad Spectrum Disinfectant | 21A |
| Benefect Impact Cleaner | 12 |
| Benefect Multi-Purpose Cleaner Concentrate | 71C |
| Big D D'Vour | 45 |
| Big D Granular Deodorant | 21A |
| Big D Urinal Block With Enzyme | 66B |
| Big Easy Non-Butyl Degreaser Cleaner | 22A |
| Bio Barrier Pine D | 21A |
| Bio Silver | 21B |
| Bio Solve | 70 |
| Biorem-2000 Surface Cleaner | 22B |
| Biorenewables Glass Cleaner | 72B |
| Blue Label | 39 |
| Blue Pearl | 22A |
| Blue Sky Glass Cleaner | 72C |
| Blue Strip | 29A |
| Blue Velvet No Film General Purpose Cleaner | 71C |
| Bol Maid Toilet Cleaner | 66B |
| Bora-Solv | 38B |
| Boraxo | 38A |
| Bowl Pac 532 Toilet Bowl & Bathroom Cleaner | 66B |
| Bowlaway Bowl & Bathroom Cleaner | 66B |
| Bravo Extra Heavy Duty Floor Stripper | 29A, 73B |
| Break-Thru Re-Emulsifier | 29A |
| Brilliance Stainless Steel Wipes | 65A |
| Britec Blue Mist | 45 |
| Britec Tuff Quat 301 | 21A |

| | |
|---|---|
| Brown Metal Polish 505 | 43 |
| Bug Barrier II Insect Repellent | 42 |
| Business To Business Solutions Multi-Surface Cleaner | 70 |
| C-58 Universal Carpet Shampoo | 12 |
| CA-348 | 71B |
| Calcium Chloride Pellets 90 | 53B |
| Calclean | 13 |
| Cameo Aluminum & Stainless Steel Cleaner | 6 |
| Car Wash | 9A |
| Carefree | 28 |
| Carefree Mild Bowl & Porcelain Cleaner/Disinfectant | 66B |
| Carefree Showtime Superior Gloss Spray Cleaner | 62 |
| Carpet & Upholstery Shampoo | 12 |
| Carpet Detergent | 12 |
| Carpet Steam Extractor Cleaner | 12 |
| Catchmaster Rodent & Insect Glue | 52 |
| Cello Liquid Hand Soap | 36 |
| Cello Sleek Stainless Steel Cleaner | 65A |
| Champion Baseboard Cleaner & Floor Stripper | 29A |
| Champion Lemon Furniture Polish | 31A |
| Charge Bowl Cleaner | 66B |
| Chem Floor Finish | 28 |
| Chem Wax Stripper | 29A |
| Chem-Aqua Coil Cleaner | 13 |
| Cherry Blossom Deodorizer & Cleaner | 45 |
| Chewing Gum Remover | 12 |
| Chomp Pro Algae & Mold Stain Cleaner & Remover | 72D |
| Citri-Clean Citrus Cleaner/Degreaser | 22A |
| Citrikleen Hd-Rtu | 14 |
| Clean By Peroxy All Purpose Cleaner | 73B |
| Clean On The Go Concentrated Glass & Hard Surface Cleaner | 72B |
| Clean On The Go Damp Mop | 29A |
| Clean On The Go Eco Degreaser | 18A |
| Clean On The Go HDQC 2 | 21A |
| Clean On The Go NABC Concentrate 1 | 21A |
| Clean On The Go Smoke & Odor Eliminator | 45 |
| Clean On The Go Xtraction II | 12 |
| Clean Scrub | 22A |
| Clean Sweep | 32 |
| Clear Spray Buff | 62 |
| Clearway 1 | 53A |
| Clinging Limeaway | 74 |
| CMC #100 Detergent & Wax Stripper | 22A |
| Coconut Oil Hand Soap | 37 |
| Comet Cleanser | 71B |
| Commander | 28 |
| Complete | 28 |
| Compound 1101 | 70 |

| | |
|---|---|
| Concentrated Floor Cleaner | 29A |
| Concentrated Window Cleaner | 72B |
| Conquest W/Pine | 21A |
| Con-Sal | 71B |
| Consume Eco-Lyzer | 21A |
| Consume Micro-Muscle | 29A |
| Contempo Carpet Refresher (Aerosol) | 12 |
| Contempo $H_2O_2$ Spotting Solution | 61B |
| Contrac All-Weather Blox Anticoagulant Rodenticide | 52 |
| Cormatic Antiseptic Hand Soap | 36 |
| Cormatic Food Processing Hand Wash | 36 |
| Cormatic Frost Lemon Soap | 36 |
| Cormatic Mighti Scrubb Hand Soap | 36 |
| Cormatic Pink Pearl Hand Soap | 36 |
| Cormatic Winter Mint | 45 |
| Cornerstone Floor Sealer/Finish | 28 |
| CQ-832 | 22A |
| Crew Tub & Tile Cleaner For Solution Center | 66B |
| Cryotech Naac Deicer | 53A |
| Cutter Advanced Insect Repellent | 42 |
| Cutter Backwoods Insect Repellent | 42 |
| Cutter Outdoorsman Insect Repellent | 42 |
| Cycle - Degrease | 22A |
| Damp Mop | 22A |
| Dart | 22A |
| Deep Gloss | 65A |
| De-Fense | 29B |
| De-Icer 821 Ice Melting Compound | 53B |
| Deodorizer – Fresh Scent Twist 'N Fill Product #13 | 21A |
| Depotpac 5 Air Freshner-Odor Counteractant | 21A |
| Derma Max Antimicrobial Skin Cleaner | 36 |
| Derma Max Instant Skin Sanitizer | 36 |
| Derma Plus | 57 |
| Derma Pro Lotion Soap | 36 |
| Derma Shield | 57 |
| Desk and Office Cleaner 573 | 43 |
| Discover TR Citrus Disinfectant | 21A |
| Disinfectant Restroom Cleaner | 66B |
| Ditrac Tracking Powder | 52 |
| Do-All #18 | 18A, 22A |
| Dr. Zyme Enzyme Odor Controller and Eliminator | 45 |
| Drain Bug | 26B |
| Dri White | 32 |
| Dri-Zorb | 32 |
| Dry Foam Rug Shampoo | 12 |
| Duz-All Formula 77 | 18A |
| Earl's 20% Solids Floor Finish | 28 |
| Earl's 25% Solids Floor Finish | 28 |

| | |
|---|---|
| Earl's 4000A | 28 |
| Earl's Waxing, Dusting, Cleaning Polish | 31A |
| Earth Savors Mist Liquid Air Freshener | 21A |
| Earth Savors Mist Air Freshener [All Fragrances] | 21A |
| Earth Sense #1 Glass & Multi-Surface Cleaner | 71C, 72B |
| Earth Sense #2 Spray & Wipe Cleaner Super Concentrate | 29A |
| Earth Sense #4 Deodorizing Neutral Cleaner Super Concentrate | 29A |
| Earth Sense #9 Speed Stripper Concentrate | 29A |
| EarthGuard All Natural Ice Melter | 53B |
| Easy Lay Floor Finish | 28 |
| Easy Paks Neutral Cleaner | 29A |
| Easy Task Restorer Spray Buff | 62 |
| Eco-Clean | 70 |
| Eco-Phase Heavy Duty Cleaner/Degreaser Concentrate | 72A |
| Eco-San | 74 |
| Ecotru Professional | 21A |
| Elite Professional Bleach | 21B |
| Emulsify | 74 |
| Enco Aluminum | 7 |
| Enco Formula 'A' | 72A |
| Enco Formula No. 200 | 29A |
| Enco P.C. Cleaner | 22A |
| Enco Supreme B RBR | 28 |
| Enco Typhoon Cleaner | 29A |
| Ensure | 28 |
| Enviro-Zyme Gt Powder | 26B |
| Enzy Super | 26B |
| Enzymatic-Drain Cleaner | 26B |
| Epicare Lotion Soap | 37 |
| Epsa-Pro Escalator Handrail Acrylic Polymer Protectant | 56 |
| Erase | 45 |
| Exaderm Aerosol | 57C |
| Excel | 29B |
| F-100 | 71B |
| Fast Track Ultra Wear Floor Finish | 28 |
| Fastex B4 Hand Barrier Cream | 57 |
| Fiberforce Pro Spotter | 12 |
| Fiberforce Steam Away | 12 |
| Filmex | 9A |
| Filter Plus Spray | 13 |
| First Class Furniture Polish | 31A |
| Flash Odorless/No Rinse Speed Stripper | 29A |
| Floor Cleaner 2000 Plus | 29A |
| Floor Corps pH Neutral Cleaner | 22A |
| Floor Dry | 32 |
| Floortastic | 28 |
| FO 1165 | 70 |
| FO 302 CR | 4 |

| | |
|---|---|
| FO 3024-SV | 73A |
| FO 449 | 73B |
| FO 479 F | 73A |
| FO 933 Tunnel Wash | 70 |
| FO 976 TA Bus Wash | 9A, 63, 73B |
| FO 980A | 9A, 63, 73B |
| Foaming Hand Cleaner | 34 |
| Formula 72 Germicidal Acid Bowl Cleaner | 66B |
| Formula 86 - 15% Hand Soap | 36 |
| Formula 87 - Lotionized Soap | 36 |
| Forward DC | 21A |
| Fresh & Clear | 21A |
| Full Strip | 29A |
| G.C. Stripper | 29A |
| GC101 Heavy Duty Glass Cleaner | 72B |
| General Purpose Cleaner Twist 'N Full Product #8 | 73B |
| Gentle Giant | 38B |
| GG-80 Graffiti Remover | 31B |
| GL CS 91284 Lotion Hand Soap | 37 |
| GL CS Springtime Neutral All Purpose Cleaner | 22A |
| Glance RTU | 72B |
| Glass Cleaner | 72B |
| Glass Cleaner Twist 'N Fill Product #1 | 72B, 72C |
| Glass Kare | 72B |
| Glide | 8, 9C |
| Glory | 12 |
| Gloss Retention Floor Finish | 28 |
| G-O-E-S | 22A |
| GOJO Lotion Cream Soap | 33 |
| Gold Label Liquid | 45 |
| Gold Label Mist | 45 |
| Graffiti Pro-Tection Plus | 31B |
| Graffiti Remover SAC | 31B |
| Grease Away | 26A |
| Greasinator Concentrate | 73A |
| Green Cleaner & Degreaser | 71C |
| Green Earth Daily Floor Cleaner | 29 |
| Green Earth Floor Finish | 28 |
| Green Earth Floor Stripper | 29A |
| Green Earth Glass Cleaner | 72B |
| Green Earth Natural All Purpose Cleaner | 71C |
| Green Earth Peroxide Cleaner Concentrate | 71C, 73B |
| Green Label Liquid | 45 |
| Green Life All Purpose Cleaner | 71C |
| Green Life Floor Stripper | 29A |
| Green Life Glass & Window Cleaner | 72C |
| Green Life Liquid Hand Soap | 36 |
| Green Life Tub & Tile Cleaner | 72A |

| | |
|---|---|
| Green Life Zinc – Free Floor Seal & Finish | 28 |
| Green Solutions Carpet Cleaner | 12 |
| Green Solutions Floor Finish Remover | 29A |
| Green Solutions Industrial Cleaner | 71C |
| Green Solutions Neutral Disinfectant Cleaner | 21A |
| Green Submarine Cleaner | 22A |
| Grignard Tunnel Tile Wash Winter Grade | 70 |
| Grimefyter | 22A |
| Grime-Go | 22A |
| GRL | 22A |
| GS-A 6711 | 18A |
| Guardian Acclaim | 74 |
| Guardian Magnum | 74 |
| Guardsman Institutional Polish | 31A |
| $H_2$ Orange 2 Concentrate 117 | 22A |
| $H_2$ Orange 2 Products All Dilutions | 22A |
| $H_2$ Orange 2 Super Concentrate 112 | 22A |
| Hammer | 18A |
| Hand Cleaner, Antiseptic | 36 |
| Harco 37% Coconut | 36 |
| Harco Car Wash | 9B |
| Harco In Depth Rug Shampoo | 12 |
| Harley Cream Medic | 33 |
| Heavy Duty Degreaser, Aerosol, 3095 | 18A |
| Heavy Duty Pink Car Wash | 9B |
| Heavy Duty Stripper | 29A |
| Hi-Dri Floor Absorbent | 32 |
| Hi-Genic | 66B |
| Host & Prep | 61B |
| Host & Spot Remover For Carpet | 61B |
| Host Dry Carpet Cleaner | 61B |
| HTP | 32 |
| Hurrisafe 8035 | 5 |
| Hydroforce Butyl-Free All Purpose Cleaner/Degreaser | 70 |
| Hydroxi Pro Cleaning Wipes | 71C |
| Hyshine-Tiffany Stainless Steel Cleaner | 65A |
| Icemelt Potassium Acetate Liquid Deicing/Antiicing Fluid | 53B |
| Industrial Creamedic | 37 |
| Instant Dry | 74 |
| Instant Mildew Remover/Bathroom Cleaner | 29A |
| Iodex | 74 |
| Iodine Sanitizer | 74 |
| Isopropyl Alcohol | 21A |
| Isosorb Isolyser Liquid Treatment Solidifier | 19 |
| It's "OK" Green | 72A |
| Jaws SC | 22B |
| Jet Dry | 74 |
| Jetgo Bust Rust (aerosol & bulk) | 31B, 54, 55 |

| | |
|---|---|
| Jon Q. Publik | 66B |
| Joy Dishwashing Detergent | 74 |
| Just Right | 72A |
| J-Wax 100 | 70 |
| J-Wax Believe Traffic Film Remover | 9A, 63 |
| K.P.C. Plastic Speed Cleaner | 22A |
| K99 | 22A |
| Key-Chem 06562P | 70 |
| Key-Chem 539 | 70 |
| Kick | 31B |
| Kleansal | 72A |
| Kleen Sweep | 32A |
| Kleenmaster Brillianize | 22A |
| Kleer 'N Brite | 74 |
| Kleer Brite Window & Glass Cleaner | 72B |
| Kresto EF | 37 |
| Kroil | 55 |
| Krome-Kote | 28 |
| Lance | 72B |
| Lan-O-Kleen Plus | 38A |
| Ledisolv | 20A |
| Legendary | 28 |
| Lemon Free Rinse Cleaner | 22A |
| Lemon Speedwax | 31A |
| Lesswork Detergent | 29A, 72A |
| Lightning Blend Glass Cleaner F4510 | 72B |
| Lightning Degreaser | 18A |
| Lightning Steam-Away Cleaner | 24A |
| Lime-A-Way Acidic Cleaner | 43 |
| Liquick Universal | 19 |
| Liquid Hand Soap | 36 |
| Lite'n Foamy Foaming Pearlux | 34 |
| Lite'n Foamy Sunflower Fresh | 34 |
| Lithofin Psi-Premium Silicon Impregnator | 28 |
| Long Life Surface Rejuvenator | 31A |
| Look Glass Cleaner | 72C |
| Low And Behold | 62 |
| Low Foam Extraction Cleaner | 12, 29A |
| LS-2000 | 28 |
| LTS Lotion Soap | 36 |
| Luron Lotion Hand Cleanser | 36 |
| Lurosoothe Hand & Body Lotion | 57B |
| Lysol Brand Disinfectant | 21A |
| M-1 | 38B |
| Magic Sorb | 32 |
| Magnus Waterless Hand Cleaner | 39 |
| Maintenance Pro Defoamer | 12 |
| Malone Formula No. 98 | 18A |

| | |
|---|---|
| Malone No. 76 | 21A |
| Malone No. 81 | 21A |
| Mar Seal | 28 |
| Masterpiece High Gloss Floor Finish | 28 |
| MC 800 So-Safe Liquid Graffiti Remover | 31B |
| MC 850 So-Safe Sprayable Gel Graffiti Remover | 31B |
| Medallion Metal Polish | 43 |
| Megapower Redi-Kleen #12 | 73B |
| Metalo Stainless Steel Cleaner | 65A |
| Microcide Alpha | 21A |
| Mighty Scrub | 36 |
| Mikroklene | 74 |
| Mint Bowl Cleaner | 66B |
| Mirage Floor Finish Maintainer & Neutral Cleaner | 22A, 62 |
| Mist & Buff | 62 |
| Misty All Purpose Cleaner | 22A, 71C |
| Misty Insect Repellent Ii | 42 |
| Misty Multipurpose Cleaner & Polish Uvx | 43 |
| Misty Spray Cleaner & Polish | 43 |
| Mod Orange | 18A |
| Modified One-Step Spray Power | 29A |
| M-Oil-Free #1000 | 13 |
| Mop & Buff Floor Restorer | 62 |
| Moppaclite pH Neutral Floor Cleaner | 29A |
| Motsenbocker's Lift Off #3 | 31B |
| Motsenbocker's Lift Off #4 Spray Paint Graffiti Remover | 31B |
| Mr. Clean Liquid Floor Cleaner | 22A |
| Mr. Clean M.Net Disinfectant Floor Cleaner | 22A |
| Multi Purpose Cleaner | 22A |
| Multi-Clean Century Maintenance Cleaner | 71C |
| Multi-Clean Odor Out | 45 |
| NABC | 66B |
| NAD-75 | 29A |
| Namico J-100 | 71B |
| Natural Beauty Hard Surface Cleaner | 22A |
| Natural Blue | 18A |
| Natural Miracle Instant Malodor Destroyer & Cleaner | 21A |
| Nature's Solution Bio-Enzymatic Deodorizer Spotter Digester | 12 |
| Navitone | 31B |
| Neet | 74 |
| Neutra-Cide 256 Disinfectant Neutral Cleaner | 21A |
| Neutra-Kleen Deodorizing Neutral Cleaner | 72A |
| Neutral Cleaner Twist 'N Fill Product #3 | 73B |
| Neutral Floor Cleaner | 22A |
| Neutral Quat Disinfectant Cleaner Twist 'N Fill Product #23 | 21A, 73B |
| Neutro Jel 110R | 22A |
| Never Rinse | 22A |
| NI-712 Orange & Strawberry | 21A |

| | |
|---|---|
| Nilium Water Soluble Deodorizer | 45 |
| Non-Acid Bowl Cleaner | 66B |
| Noxon | 43 |
| Nu-Sheen | 44, 65A |
| Nu-View Neutral Cleaner | 22A |
| Oclansorb | 32 |
| Octamelt | 53A |
| OD-ABII | 19 |
| Off Deep Woods Insect Repellent | 42 |
| Off Graffiti Remover | 31B |
| Oil Dri | 32 |
| Oil-Away | 18B |
| On & Off Baseboard Cleaner | 29A |
| On An'on | 28 |
| Onox Hand Cream | 57B |
| Optically Energized Neutral pH Detergent | 21A |
| Oxi Clean | 70 |
| Oz Cream Polish | 43 |
| P&G Pro Line Floor & Concrete Sealer | 29B, 30 |
| P&G Pro Line Floor Finish Stripper | 29A |
| P&G Pro Line Super Durable Floor Finish | 28 |
| Palmetto | 36 |
| Pax-Lano-Sav | 38A |
| Pax-Solv | 39 |
| Pdq | 22A |
| Peat Sorb Oil Absorbent | 32 |
| Penblast 316M | 73A |
| Penetone 155 | 9A, 13, 63 |
| Penetone Hand Cleaner | 37 |
| Perma Shield | 28 |
| Perma Shine | 28 |
| Permag #40 | 71B |
| Phoenix Crystal Glass Cleaner | 72B |
| Pine #3 | 21A |
| Pine Gold | 22A |
| Pine Odor Disinfectant | 21A |
| Pine Sol Broad Spectrum Formula | 21A |
| Pink Lotion Hand Soap | 37 |
| Pink Lotion Soap | 36 |
| Pink Lotion Soap/Capco Coconut Liquid Hand Soap | 36 |
| Pink Velvet Hand Soap | 36 |
| Plaza | 28 |
| Pledge | 31A |
| Plexiglass Cleaner & Antistat, GC301 | 20 |
| Plexi-I-Guard Aerosol | 72C |
| Plexi-I-Guard Liquid | 72B |
| Plus 5 | 12 |
| Port Tunnel Cleaner | 70 |

| | |
|---|---|
| Pot Luck | 74 |
| Pour & Sweep | 18B |
| Power Cleaner 155 | 29A, 65A |
| Power Gold Hand Cleaner W/Crushables | 36 |
| Prevox (aerosol & bulk) | 54 |
| Prime Time | 29A, 72A |
| Pro Shine | 72B |
| Pro-Blue Non-Acid Coil Cleaner | 13 |
| Professional Carpet Shampoo | 12 |
| Professional Spot Prep | 61B |
| Profound | 12 |
| Pro-Green Evaporative Coil Cleaner | 13 |
| Prolong | 53C |
| Propellant 49 Ice & Snow Melter | 53B |
| Pro-Red Acid Coil Cleaner | 13 |
| Protective Cream 411 | 57 |
| PS 3200, Part #3111 | 32 |
| Puregreen24 Disinfectant & Deodorizer | 21B |
| Puregreen24 Hard Surface Disinfectant | 21B |
| Purell Instant Hand Sanitizer | 40 |
| Puritine | 71B |
| Quality Care Disinfectant, Original Scent | 21A |
| Quality Care Furniture Polish, Lemon | 31A |
| QUAT #2 | 21A |
| QUAT Disinfectant Cleaner Twist 'N Fill Product #5 | 21A, 73B |
| Quick Fill 310 | 21A |
| Quick Fill 930 | 21A |
| Quick Qleen #2 A/C Cleaner | 13 |
| Quick Qleen #2 Interior Car Cleaner | 73B |
| Quick Tunnel Cleaner | 70 |
| Ram All Purpose Cleaner | 22A |
| Relkem 99 | 22A |
| Remove Q Uratic Salt Cleaner | 66B |
| Renu | 62 |
| Re-Nu Concentrated Carpet Shampoo | 12 |
| Repel Sportsmen Insect Block 29 | 42 |
| Restoro Polish 00 Smoke | 43 |
| Revitalize 101 Prespray/Bonnet Detergent | 61B |
| Revitalize 201 Extraction Detergent | 12 |
| Revitalize 31 Beverage Spotter | 61B |
| Reward | 74 |
| Richfoam Liquid Hand Soap | 36 |
| Rid-O-Germ Pine Oil Disinfectant No. 5 | 21A |
| Rinse Dry | 74 |
| Rinse It SP-4 | 74 |
| RMS-16 | 9A |
| RMS-36 | 63 |
| Round-Up Super Concentrate | 12 |

| | |
|---|---|
| Royal Buff | 28 |
| Royal Encounters | 62 |
| Royal Flush | 22A |
| Royal Treatment | 28 |
| RT6 | 22A |
| Rug & Carpet Shampoo | 12 |
| Rug & Upholstery Shampoo | 12 |
| Rug Ed Carpet Shampoo | 12 |
| Rug Shampoo Concentrate | 12 |
| Rugbee Carpet & Room Deodorizer | 45 |
| Rugbee Enzyme Spotter | 61B |
| Rugbee Extraction Plus Cleaner | 12 |
| Rugbee Foam Shampoo | 12 |
| Rugbee Solvent Spotter | 61B |
| Rugbee Tannin Treatment & Debrowner | 12 |
| Rug-Eeze | 12 |
| RX 60 Foul Odor Eliminator | 45 |
| Sani-Cloth Plus Germicidal Disposable Cloth | 21B |
| Sanigizer | 36 |
| Sanikleen | 21A |
| Saniscreen With Cleaner Block | 21A |
| Sano-Chlor | 74 |
| Sassafras All Purpose Cleaner | 22A |
| SBS-30 Waterless Skin Cleanser | 39 |
| SBS-46 Protective Cream | 57 |
| SBS-61 Lotion Soap | 37 |
| SC-1000 | 70 |
| Scrub | 29A |
| See Klear Glass Concentrate Cleaner | 72B |
| See-Thru Window Cleaner | 72B |
| Seventy 7 | 22A |
| Shimmer | 65A |
| Shineline Multi Surface Cleaner | 70 |
| Silky Furniture & Equipment Polish | 31A |
| Silver Kleen Ss | 74 |
| Silver Power | 74 |
| Simple Green | 18A, 31B |
| Simply Royal | 22A |
| Slimline Pink Pearl Lotion Hand Cleaner | 37 |
| Snapback | 62 |
| Soft Touch Hand Soap | 36 |
| Soil Release #58 | 61B |
| Soil Screen All-Purpose Neutral Floor Cleaner | 29A |
| Soil Screen Germicidal Disinfectant | 21A |
| Soilax | 74 |
| Soilax Spray Cleaner | 72C |
| Solar Guard Sunscreen Towel | 57A |
| Solid Power | 74 |

| | |
|---|---|
| Solid Power Plus | 74 |
| Solid Spot Free | 74 |
| Solidaire Gold Label | 45 |
| Solidaire Red Label | 45 |
| Solitaire | 74 |
| Sols-Speedi-Dri | 32 |
| Solvent Cleaner & Degreaser | 18A |
| Son Of Super Brute Plus | 70 |
| Sparkle | 72B |
| Special Castile Soap | 36 |
| Speed Stripper Twist 'N Fill Product #6 | 73B |
| Speedball Heavy Duty Spray Cleaner | 22A |
| Spic & Span Disinfecting Spray & Glass Cleaner | 72B |
| Spit Shine Ultra High Speed Kleen & Burnish | 28, 62 |
| Spray and Go Urinal Cleaner | 66B |
| Spray Buff | 62 |
| Spray It Clean | 22A |
| Spray N' Buff Carpet Cleaner | 12 |
| Spray N' Fresh | 45 |
| Spray N' Shine Glass Cleaner | 72B |
| Sprint | 28 |
| Spruce Power X | 18A |
| Square One | 29A |
| SSS Commandair Micro Aerosol Refills | 21A |
| SSS Glass Cleaner | 72B |
| SSS Heavy Duty Cleaner | 22A |
| SSS Non-Acid Bowl Cleaner | 66B |
| Stain-EX | 61B |
| Steam PAC 7 1207 | 12 |
| Steam Soft | 24A |
| Step Off | 29A |
| Sterigent | 72A |
| Stone Medic Marble Polishing Compound | 28 |
| Stone-Glo Marble/Terrazzo Cleaning Concentrate | 22A |
| Strength | 63 |
| Stride Ready-To-Use | 22A |
| Strippit | 29A |
| Sun Sense SPF-30 Towelette | 57A |
| Sunbath Deodorizing Cleaner | 22A |
| Sundance Floor Cleaner | 29A |
| Sun-Glo Acrylic Floor Sealer | 29B |
| Sun-Glo Base Strip | 29A |
| Sun-Glo Citrus All Cleaner | 22A |
| Sun-Glo C-Thru Window Cleaner | 72B |
| Sun-Glo Everlast Hi-Speed Floor Finish | 28 |
| Sun-Glo Floor Restorer | 62 |
| Sun-Glo Gum Off | 12 |
| Sun-Glo Heavy Duty Degreaser | 22A |

| | |
|---|---|
| Sun-Glo Hot Stripper | 29A |
| Sun-Glo Mint Bowl Cleaner | 66B |
| Sun-Glo Promise Floor Finish | 28 |
| Sun-Glo Welsite Tile & Floor Cleaning Concentrate | 72A |
| Sunny-Side | 28 |
| Super Concentrate Protective Soil Remover | 70 |
| Super Fly-Away Liquid Bacterial/Enzyme Digester | 26B |
| Super Gard | 30 |
| Super Gloss Floor Finish #23 | 28 |
| Super Polymer Floor Finish | 28 |
| Super Saver | 74 |
| Super Strip II | 29A |
| Super Wash Industrial Grease Buster | 70 |
| Superior Odor Control | 45 |
| Super-Sorb Instant Liquid & Vomit Absorbent | 19 |
| Surfacide 6 | 21A |
| SW 1000 | 18A |
| Swell Stainless Steel Cleaner | 65A |
| Swiffer Advanced Cleaner | 22A |
| Swiffer Advanced Or Wood Cleaner | 22A |
| Swiffer Moistened Floor Wipes | 22A |
| Swiffer Wood Cleaner | 22A |
| SYNCO | 22A |
| Synthro 26 Rug Shampoo | 12 |
| T.M.T. - L | 22A |
| Taski Profi Floor Cleaner/Oil & Grease Remover | 73B |
| Taski Sanofresh | 21A |
| Taski Wiwax Cleaning And Maintenance Emulsion | 73B |
| Tcell Odor Control Fragrances | 45 |
| Tetrox | 74 |
| The Cleaner | 26B |
| The Natural All Purpose Multi-Surface Cleaner | 71C |
| The Natural Basin, Tub & Tile Cleaner | 72A |
| The Natural Super Orange Clean | 22A |
| Tile & Terrazzo Recycling Concentrate 9650 | 29A |
| Top Clean | 22A |
| Top Flite Floor & Surface Detergent | 22A |
| Top Guard Ready To Use | 29B |
| Top Notch | 72A |
| Total Floor Finish | 28 |
| Tough Clean TC85 Biodegradable | 18A |
| Tough Duty | 22A |
| Track-Tex Am | 73B |
| Traffic | 28 |
| Traffic 25 | 28 |
| Traffic Lane Spotter | 61B |
| Tribase Multipurpose Cleaner | 71C |
| Trilinc | 28 |

| | |
|---|---|
| Triple S Stainless Steel Cleaner | 65A |
| Tri-Tex | 61B |
| Tuff Clean | 22A |
| Tuff Green Concentrate | 5 |
| Tuff Stuff Floor Finish | 28 |
| Tuffy Mint Disinfectant | 21A |
| Tuffy Mop & Buff | 62 |
| Tuffy Pine Disinfectant Type 303 | 21A |
| Tuffy Pine Scrub | 29A |
| Tuffy Spray Buff | 62 |
| Tunnel Wash | 70 |
| Turtle Wax Express Shine Spray, T-136© | 8, 9C |
| Ultimate All Purpose Cleaner | 22A |
| Ultra Clean Graffiti Blaster 17614, 17601, 17605, 17754 | 31B |
| Ultra Clean Graffiti Block 17801, 17805, 17854 | 31B |
| Ultra Clorox Bleach | 21B |
| Ultra Gloss Floor Finish | 28 |
| Ultra One G-5 Degreaser | 70 |
| Unbelievable | 12 |
| Unikleen | 22A |
| United 550 Purple Power | 22A |
| Value | 22A |
| Vangard Disinfectant Spray | 21A |
| Vani-Sol Disinfectant Washroom Cleaner | 66B |
| Victory | 28 |
| Vita Floor Arrest Buffable Finish | 28 |
| Vita Floor Cleaner | 29A |
| Welgicide | 21A |
| White Sun Floor Finish | 28 |
| Window Cleaner Concentrate | 72B |
| Workforce All Purpose Absorbent | 31B |
| Wyandotte Floor Stripper | 29A |
| ZAP Floor Finish Maintainer & Neutral Cleaner | 28 |
| ZEP All Purpose Cleaner & Degreaser | 22A |
| ZEP Blue Magic | 70 |
| ZEP D-A | 19 |
| ZEP Orange Gel Degreaser | 22A |
| ZEP-X-8886 | 70 |
| ZEP-X-9081 | 70 |
| Zorb All | 32 |

## APPENDIX: Instructions for Accessing Online MSDS's

Access to the site is available two ways.

Via a link from the eNet home page by clicking on the Material Safety Data Sheet button under Popular Links. A new window appears with the following clickable options:

- For Additional Instructions, Click Here
- Add a New Product (Administrators Access Only)
- Find an MSDS or View Inventory List

Via the Operations Services Department's web site by clicking on the MSDS link listed under Updates and New Features.

Searching for an MSDS:

Click on the black (M)SDS Box at the top of the page.
Click on the drop down arrow in the box entitled Choose a Criteria and select either Product name or a Manufacturer's name. Click on your selection.
Based on your previous selection type in the name of the product or manufacturer in the blank box to the right of the screen.
Click on the Search Button.
Select and click on the adobe PDF icon to the left of the product name.
An additional box will appear on the screen.
Under the Action Heading - click on the word View and the MSDS will appear.
After viewing and/or printing the MSDS close the screen and you will be returned back to the view screen. Click on the close button.
To search for another MSDS, clear the previous search entry and enter a new product name or manufacturer's name and start the process again.

Please also note that a "show me how" blue button demonstrating how to obtain the MSDS is present on the web site Search page, which appears after you click on the black (MSDS) Box.

If a computer is not available, you may also call our MSDS vendor 3E at any time to have an MSDS faxed to you. They can be reached at (800) 451-8346.

We are available to provide on site training/assistance in accessing or using this system. If you have any questions or need any assistance, please contact Roger Gutzat at (201) 216-2812, rgutzat@panynj.gov or William Pockels at (201) 216-2227, wpockels@panynj.gov.

**ATTACHMENT C- STATEMENT OF SUBCONTRACTOR PAYMENTS**

## INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of Subcontractor Payments form, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

# Statement of Subcontractor Payments

M/WBE Participation Report

Contract/PO No.:_____
Contract Title: _____
Prime Contractor Name:_____
Contract/PO Amount: _____

PA Project Manager:_____

Date of Invoice_____
Committed M/WBE Goals: M_____ W_____

Award date:_____
Completion date:_____
M/WBE Participation to date M_____ W____

| Subcontractor's Name | Description of Work Performed or Materials Supplied by Subcontractor | Subcontractor's Address & Phone No. | M/WBE Status | Total Contract Amount Awarded to Sub | Total of Sub's Previous Requests | Amount Paid Sub to date | Amount of This Request |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

In connection with the above-captioned contract:
I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company.
and that the following Minority and Women Business Enterprises have been contracted with and have furnished,
or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract;
that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated;
and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them:

_____

Signature Print Name Title Telephone

## ATTACHMENT D - CERTIFIED ENVIRONMENTALLY PREFERABLE PRODUCTS / PRACTICES

Bidder/Proposer Company Name: Cristi Cleaning Service Date: 08/16/2010

In line with the Port Authority's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders/Proposers are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible.

Bidders/Proposers **must** complete this form and submit it with their response, if appropriate.

Bidders/Proposers **must** submit appropriate documentation to support the items for which the Bidder/Proposer indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

**1. Packaging**

Has the Bidder/Proposer implemented any of the following environmental initiatives? **(A checkmark indicates "Yes")**

- ✓ Use of corrugated materials that exceed the required minimum of 35% post-consumer recycled content
- ✓ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- ✓ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- ✓ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- ___ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

**If yes, a description of the practices being followed must be included with the submission.**

**2. Business Practices / Operations / Manufacturing**

Does the Bidder/Proposer engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? **(A checkmark indicates "Yes")**

- ✓ Recycles materials in the warehouse or other operations
- ✓ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- ✓ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- ✓ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- ___ Other sustainable initiative

**If yes, a description of the practices being followed must be included with the submission.**

**3. Training and Education**

Does the Bidder/Proposer conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder/Proposer conduct environmental training of its own staff?

☑ Yes ☐ No If yes, Bidder/Proposer must attach a description of the training offered and the specific criteria targeted by the training.

**4. Certifications**

Has the Bidder/Proposer or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? **(A checkmark indicates "Yes")**

- ___ ISO 14000 or adopted some other equivalent environmental management system
- ___ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- ✓ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

**If yes, Bidders/Proposers must attach copies of the certificates obtained.**

**5. Other Environmental Criteria**

Bidders/Proposers are encouraged to respond to criteria specifically indicated in this Bid/RFP as "desirable environmental criteria" (and attach the appropriate documentation) to receive consideration in the evaluation.

I hereby certify, under penalty of the law that the above statements are true and correct.

[signature] Name 08-16-2010 Date

**EXHIBIT I**

(Sample Statement)

**XYZ COMPANY - Contract # _____**

***WAGE and BENEFITS STATEMENT***

***Period Covered: June 1, xxxx to November 30, xxxx***

| **MINIMUM HOURLY WAGES, HEALTH & SUPPLEMENTAL BENEFITS** | **Job Class 1** | **Job Class 2** | **Job Class 3** | **Job Class 4** | **Job Class 5** |
|---|---|---|---|---|---|
| **Number of Employees** | _____ | _____ | _____ | _____ | _____ |
| ***Wages*** | | | | | |
| Straight-Time Wages | $330,000.00 | $250,000.00 | $ 90,000.00 | | |
| Shift Differential | 2,000.00 | - | - | | |
| **Total Wages** | $332,000.00 | $250,000.00 | $ 90,000.00 | | |
| ***Supplemental Benefits*** | | | | | |
| Health | $ 31,950.00 | $ 25,000.00 | $ 20,000.00 | | |
| Holiday | 9,500.00 | 8,000.00 | 9,500.00 | | |
| Vacation | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Sick | 4,000.00 | 3,000.00 | 4,000.00 | | |
| Personal | 1,000.00 | 1,000.00 | 1,000.00 | | |
| Jury Duty / Bereavement | - | 500.00 | - | | |
| Bonus | 13,600.00 | 10,000.00 | 13,600.00 | | |
| Welfare | 31,950.00 | 25,000.00 | 20,000.00 | | |
| Dental | 1,000.00 | 1,000.00 | 1,000.00 | | |
| Pension / 401K | 12,500.00 | 12,000.00 | 12,500.00 | | |
| Other (please *specify*) | - | - | - | | |
| Other (please *specify*) | - | - | - | | |
| **Total Supp. Benefits** | $109,500.00 | $ 88,500.00 | $ 85,600.00 | | |
| **WAGES, HEALTH & SUPP. BENEFITS COMBINED** | $441,500.00 | $338,500.00 | $175,600.00 | | |
| ***HOURS*** | | | | | |
| Straight-Time Hours | 36,600.00 | 25,000.00 | 11,000.00 | | |
| Add: Roll Call Time, *if applicable* | 550.00 | 550.00 | 550.00 | | |
| Less: Relief Time, *if applicable* | (500.00) | (500.00) | (500.00) | | |
| Less: Meal Time, *if applicable* | - | - | - | | |
| **Total Hours** | 36,650.00 | 25,050.00 | 11,050.00 | | |
| **MINIMUM HEALTH BENEFITS** | | | | | |
| **HEALTH BENEFITS** | $3.50 | $3.50 | $3.50 | | |
| **CONTRACT REQUIREMENTS** | $3.50 | $3.50 | $3.50 | | |
| **Difference** | $0.00 | $0.00 | $0.00 | | |
| **SUPPLEMENTAL BENEFITS** | _____ | _____ | _____ | | |
| **MINIMUM HOURLY WAGES** | | | | | |
| **RATES PAID** | $15.50 | $15.50 | $15.50 | | |
| **CONTRACT REQUIREMENTS** | $14.50 | $14.50 | $14.50 | | |
| **Difference** | $1.00 | $1.00 | $1.00 | | |

*Note:*
*Details by month and by employee must be available and may be submitted with this statement.*

***Statement Certified by:*** _____

*Name* *Title* *Date*

## STANDARD CONTRACT TERMS AND CONDITIONS


**PART I GENERAL DEFINITIONS** ..... 3

**PART II GENERAL PROVISIONS** ..... 4

1. Facility Rules and Regulations of The Port Authority ..... 4
2. Contractor Not An Agent ..... 4
3. Contractor's Warranties ..... 5
4. Personal Non-Liability ..... 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination ..... 6
6. Rights and Remedies of the Port Authority ..... 6
7. Rights and Remedies of the Contractor ..... 6
8. Submission To Jurisdiction ..... 6
9. Harmony ..... 7
10. Claims of Third Persons ..... 7
11. No Third Party Rights ..... 8
12. Provisions of Law Deemed Inserted ..... 8
13. Costs Assumed By The Contractor ..... 8
14. Default, Revocation or Suspension of Contract ..... 8
15. Sales or Compensating Use Taxes ..... 11
16. No Estoppel or Waiver ..... 11
17. Records and Reports ..... 11
18. General Obligations ..... 12
19. Assignments and Subcontracting ..... 14
20. Indemnification and Risks Assumed By The Contractor ..... 14
21. Approval of Methods ..... 15
22. Safety and Cleanliness ..... 15
23. Accident Reports ..... 15
24. Trash Removal ..... 15
25. Lost and Found Property ..... 16
26. Property of the Contractor ..... 16
27. Modification of Contract ..... 16
28. Invalid Clauses ..... 16
29. Approval of Materials, Supplies and Equipment ..... 16
30. Intellectual Property ..... 17
31. Contract Records and Documents – Passwords and Codes ..... 17
32. High Security Areas ..... 18
33. Notification of Security Requirements ..... 18
34. Construction In Progress ..... 19
35. Permit-Required Confined Space Work ..... 19
36. Signs ..... 19
37. Vending Machines, Food Preparation ..... 19
38. Non-Publication ..... 19
39. Time is of the Essence ..... 19
40. Holidays ..... 19
41. Personnel Standards ..... 20
42. General Uniform Requirements for Contractor's Personnel ..... 20
43. Labor, Equipment and Materials Supplied by the Contractor ..... 20
44. Contractor's Vehicles – Parking - Licenses ..... 21

45. Manager's Authority ..... 21
46. Price Preference ..... 21
47. Good Faith Participation ..... 21

**PART III CONTRACTOR'S INTEGRITY PROVISIONS ..... 22**
1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information ..... 22
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees ..... 22
3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts ..... 24
4. No Gifts, Gratuities, Offers of Employment, Etc. ..... 24
5. Conflict of Interest ..... 25
6. Definitions ..... 25

# STANDARD CONTRACT TERMS AND CONDITIONS

## PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples of North
America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

## PART II GENERAL PROVISIONS

### 1. Facility Rules and Regulations of The Port Authority

a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

### 2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

**3. Contractor's Warranties**

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

**4. Personal Non-Liability**

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

**5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination**

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

**6. Rights and Remedies of the Port Authority**

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

**7. Rights and Remedies of the Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

**8. Submission To Jurisdiction**

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

**9. Harmony**

a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority , or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

b. During the time that the Contractor is performing the contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

**10. Claims of Third Persons**

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

**11. No Third Party Rights**

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

**12. Provisions of Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

**13. Costs Assumed By The Contractor**

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

**14. Default, Revocation or Suspension of Contract**

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.

2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

**15. Sales or Compensating Use Taxes**

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

**16. No Estoppel or Waiver**

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

**17. Records and Reports**

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor(and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

**18. General Obligations**

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment

of any of its personnel who may be injured.

**19. Assignments and Subcontracting**

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

**20. Indemnification and Risks Assumed By The Contractor**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or

alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

**21. Approval of Methods**

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

**22. Safety and Cleanliness**

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

**23. Accident Reports**

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

**24. Trash Removal**

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and

any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

**25. Lost and Found Property**

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

**26. Property of the Contractor**

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

**27. Modification of Contract**

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

**28. Invalid Clauses**

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

**29. Approval of Materials, Supplies and Equipment**

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

## 30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

## 31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

## 32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

## 33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

## 34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

## 35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

## 36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

## 37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

## 38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

## 39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

## 40. Holidays

The following holidays will be observed at the Site:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day After Thanksgiving |
| Christmas Day | |

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

**41. Personnel Standards**

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

**42. General Uniform Requirements for Contractor's Personnel**

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

**43. Labor, Equipment and Materials Supplied by the Contractor**

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

**44. Contractor's Vehicles – Parking - Licenses**

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

**45. Manager's Authority**

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

**46. Price Preference**

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding $1,000,000, for:

(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

**47. Good Faith Participation**

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

## PART III CONTRACTOR'S INTEGRITY PROVISIONS

### 1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

### 2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting

competition;

d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract

or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

**3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts**

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

**4. No Gifts, Gratuities, Offers of Employment, Etc.**

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

**5. Conflict of Interest**

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

**6. Definitions**

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include

inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.