Torres Rojas, Genara FOI #14029

From: deecaridi@gmail.com
Sent: Thursday, May 30, 2013 7:16 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Dee
Last Name: Caridi
Company: Gentile Construction corp.
Mailing Address 1: 451 OLD NEPPERHAN AVENUE
Mailing Address 2:
City: yonkers
State: NY
Zip Code: 10703
Email Address: deecaridi@gmail.com
Phone: 914 505-5756
Required copies of the records: Yes

List of specific record(s):
We would like to be receive all copys of bid documents with specifications of scope of work and pricing sheets that snowlift llc and aero snow removal corp has with the port authorty of new york New Jersey contracts that are on hand with these two companies. We are a current vender with the port authorty of new york New Jersey and the resin for this foil is to gauge our selfs on the type of specifications is needed for these contracts so we can give competitive bids in the up coming future. can these documents be emailed to the email provided? Thanks

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 8, 2013

Ms. Dee Caridi
Gentile Construction Corp.
451 Old Nepperhan Avenue
Yonkers, NY 10703

Re: Freedom of Information Reference No. 14029

Dear Ms. Caridi:

This is a response to your May 30, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of all bids documents with specification of scope of work and pricing sheet related to the contracts between the Port Authority and Snowlift LLC and the Port Authority and Aero Snow Removal Corp.

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/14029-C.pdf.

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

Very truly yours,

Ann L. Qureshi

Ann L. Qureshi
FOI Administrator

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

August 11, 2011

VIA REGULAR MAIL AND FAX (516) 371-1763

Snowlift LLC
96 Commercial Street
Freeport, NY 10520
ATTN: Michael Ferrucci – President

RE: SNOW REMOVAL SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT – NON-AERONAUTICAL AREAS/PUBLIC AREAS FOR A TWO (2) YEAR TERM REQUIREMENTS CONTRACT – BID 24813
CONTRACT # 4600008738 / PO #4500062607

Dear Mr. Ferrucci:

Your bid including addenda #1, 2, 3 & 4 dated June 8, 2011, addressing the referenced Contract has been accepted. The term of this Contract shall be for a two (2) year period effective November 1, 2011 through October 31, 2013, subject to earlier termination or extension as provided for in the Contract.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, please submit an original Certificate of Insurance to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th floor, New York, New York 10003. This Certificate must be annotated with CITS tracking number #3810N.

Your Contract Administrator is Ken Pietrowski who can be reached at (718) 244-3597. If you have any questions concerning the award of this Contract, please contact Luz Santana at (212) 435-3949.

For invoicing and correspondence purposes, Purchase Order #4500062607 has been assigned to this Contract.

Sincerely,

Lillian Valenti
Director
Procurement Department

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

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING
BID INFORMATION

TITLE: Snow Removal Services at John F. Kennedy International Airport – Aeronautical Areas

BID NO.: 24812

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

BID DUE DATE: June 7, 2011 **TIME:** 11:00 AM

FACILITY INSPECTION: May 26, 2011 **TIME:** 10:00 AM

BUYER NAME: Robert Veit

PHONE NO.: (212) 435-3916
FAX#: (212) 435-3959
E-mail: rveit@panynj.gov

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

SNOWLIFT LLC
(NAME OF BIDDING ENTITY)

96 COMMERCIAL STREET
(ADDRESS)

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

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

Ex. (1)

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

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

X OTHER (SPECIFY): LIMITED LIABILITY COMPANY

Rev. 10/29/2003

INVITATION FOR BID

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

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices 11

PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

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

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

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

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

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

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

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

12. Qualification Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Facility Inspection

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

14. Available Documents - General

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

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

15. Pre-award Meeting

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

16. Price Preference

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

17. Good Faith Participation

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

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

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

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

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at http://www.panynj.gov/business-opportunities/supplier-diversity.html or by contacting the Port Authority's Office of Business Diversity and Civil Rights (formerly known as the Office of Business and Job Opportunity (OBJO)) at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

18. Certification of Recycled Materials

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

Recycling Definitions:

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

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

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

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

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

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

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

19. City Payroll Tax

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

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

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

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

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

20. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: SNOWLIFT LLC Date: 13 6/8/2011

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

1. Packaging

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

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

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

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

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

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

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

2. Business Practices / Operations / Manufacturing

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

____ Recycles materials in the warehouse or other operations

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

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

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

____ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

____ ISO 14000 or adopted some other equivalent environmental management system

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

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

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

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

_____ _____Name 6/8/2011 Date

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

1. Service(s) Required 2
2. Location(s) Services Required 2
3. Expected Date of Commencement of Contract 2
4. Contract Type 2
5. Duration of Contract 2
6. Price Adjustment during Base Term (Index Based) 2
7. Option Period(s) 2
8. Price Adjustment during Option Period(s) (Index Based) 2
9. Extension Period 2
10. Facility Inspection 2
11. Specific Bidder's Prerequisites 2
12. Available Documents 3
13. Certifications with Respect to the Contractor's Integrity Provisions: 3
14. Aids to Bidders 3

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. **Service(s) Required**
   Snow Removal in aeronautical operations areas at John F. Kennedy International Airport

2. **Location(s) Services Required**
   Areas A, B, C, D, E, F, and H of the aeronautical operations areas at John F. Kennedy International Airport Queens NY .

3. **Expected Date of Commencement of Contract**
   On or about November 1, 2011

4. **Contract Type**
   Requirements Service Contract

5. **Duration of Contract**
   Two (2) years expiring on or about October 31, 2013

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

7. **Option Period(s)**

   There shall be up to three (3), one (1) year Option Period(s).

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

9. **Extension Period**
   120 day Applicable

10. **Facility Inspection**
    Date and Time: Thursday, May 26, 2011 @ 10 AM

    Please contact Ken Pietrowski at kpietrow@panyynj.gov to confirm attendance and/or receive travel directions. PHOTO ID REQUIRED to attend meeting.

11. **Specific Bidder's Prerequisites**
    a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and

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

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract(s) for snow clearing and removal services.
c. The Contractor shall have all required equipment indicated in Part V of this Contract at the time of the submission of its bid

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

12. Available Documents

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

Contract for Snow Removal Services at JFK Aeronautical Areas, Contract 4600006480. . If a potential bidder cannot attend the Facility visit, please contact Ken Pietrowski at kpietrowi@panynj.gov.

13. Certifications with Respect to the Contractor's Integrity Provisions:

The Bidder, by signing the bid, makes the certifications set forth in the Part III – Contractor's Integrity Provisions of the Standard Terms and Conditions. If the bidder cannot make any such certifications, it shall enclose a separate letter explanation of that inability ("Certification Statement").

The Port Authority may require a bidder to fill out its Background Qualification Questionnaire which can be accessed at http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip as a necessary condition prior to consideration for award. The failure to do so, upon request, may result in the bidder being found nonresponsive.

14. Aids to Bidders

As an aid to bidders in estimating the appropriate amount of equipment/hours required for the performance of this Contract, the flowing historical data is provided:

The snowfall of record at John F. Kennedy International Airport for the five previous snow seasons recorded from the Weather Bureau is as follow

2006-2007- 14.7"
2007-2008- 11.2"
2008-2009- 27.8"
2009-2010- 41.3"
2010-2011- 51.7"
Average 29.34"

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

1. General Agreement 2
2. Duration 2
3. Payment 3
4. Price Adjustment 5
5. Liquidated Damages 6
6. Insurance 7
7. Integrity of Contractor 9
8. Increase and Decrease in Areas or Frequencies 10
9. Extra Work 10

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

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

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

2. Duration

a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").

b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

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

b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.

c) All invoices submitted by the Contractor shall reference the type of work, i.e. inch count or supplemental, the date(s) the work was performed, the areas serviced and in the case of supplemental work and inch count work, the number and types of equipment used, the start and finish times, the equipment (vehicle identification number and the total number of hours for each piece of equipment (See Pricing Sheets). Should the Contractor submit an incomplete or erroneous invoice such invoice will be returned to the Contractor unpaid and no payment shall be made until a correct invoice with a revised date of issuance is submitted by the Contractor.

With respect to Supplemental Work and all other work the Contractor shall provide an invoice with supportive documentation ("Job Ticket", see Pricing sheets) describing the type of vehicle(s), the hours worked, and a signature from a Manager's Representative authorizing the Work. The "Job Ticket" will have a number for reference purposes, as well as a Port Authority Alert Number, storm date start time, time activated, equipment identification number, start time and date, end time and date of storm, total hours of operation and a tally of hours worked that coincide with the hours charged on the invoice. No payments will be made without the acceptance by the Manager of a properly completed Job Ticket. Improperly completed Job Tickets shall be returned to the Contractor.

For each 1/10th of an inch of snow removed from the Facility, as described herein, compensation shall be the "Unit Price per 1/10th of an Inch" of snow for the appropriate area inserted by the Contractor in the section of the Pricing Sheets entitled "Snow Removal". The Unit Price shall be the compensation for all costs including all labor, supervision, equipment, fuel, oil and all things necessary for the performance of the work.

In the event no snowfall is recorded for the years set forth on the Pricing Sheets, or during the extension period(s), if any, the Contractor shall accept in full and complete consideration of all its duties and obligations the sum of one (1) dollar for each of the years and each of the extension periods.

For each piece of equipment specified herein which is utilized in the performance of Supplemental Work, Contractor shall be paid the applicable "Unit Price Per Hour" for such equipment inserted by the Contractor in the Pricing Sheets entitled "Supplemental Work" multiplied by the number of hours during which such equipment is utilized.

For each piece of equipment utilized as ordered by the Manager, the Contractor shall be compensated for eight hours of work notwithstanding that the actual number of hours of work is less than eight. The applicable rate(s) shall be those in effect at the time the order of the Manager is given. The "Unit Price Per Hour" for Supplemental Work includes compensation for all labor, supervision, equipment, fuel, oil, and any other thing necessary for the performance of the work. The Contractor's pricing shall be firm for the Base Term of this Contract and in the Option Years subject to escalation as hereinafter provided. The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefor shall be conclusive and binding.

d) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any

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

e) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

4. Price Adjustment

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

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve month anniversary of the Commencement Date of this Contract. The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

For the first Option Period, the Price Index shall be determined for the months of May 2012 and May 2013 . The Unit Prices and Price Per Hour in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for May 2013 and the denominator of which is the Price Index for May 2012 The resulting product shall be the Unit Prices and Price Per Hour payable during the first Option Period.

For the second Option Period, the Price Index shall be determined for the months of May 2013 and May 2014 The Unit Prices and Price Per Hour in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2014 and the denominator of which is the Price Index for May 2013 .The

resulting product shall be the Unit Prices and Price Per Hour payable during the second Option Period.

For the third Option Period, the Price Index shall be determined for the months of May 2014 and May 2015 The Unit Prices and Price Per Hour payable in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2015 and the denominator of which is the Price Index for May 2014. The resulting product shall be the Unit Prices and Price Per Hour payable during the third Option Period.

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

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

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable to such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to the Port Authority excess amounts theretof or paid by to the Port Authority for such period.

The maintenance and service of the GPS system shall not be subject to adjustment, regardless of when it takes place.

5. Liquidated Damages

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

a) If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly

installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

b) Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment after which time, should the Contractor fail to repair or replace that item of equipment, liquidated damages of $200 per half hour or fraction thereof per piece of equipment shall be assessed until such time as the equipment is repaired or replaced.

c) Should the Contractor fail to provide a working cell phone type communication device or other previously approved communication device to all employees and the Contractor's Supervisor or should the device not be in working order then liquidated damages in the amount of $100 per day per Nextel or other previously approved communication device will be assessed.

d) For each hour or part of an hour that the Contractor fails to have a Supervisor(s) physically present or for each hour or part of an hour that the Supervisor is not in the sole opinion of the Manager, satisfactorily engaged in the performance of his/her duties, liquidated damages in the amount of $200 per hour per Supervisor shall be assessed.

e) If the Contract fails to provide radio or another means of communication for each of its vehicles as required herein, the liquidated damages shall be assessed in the amount of $100 per day per vehicle.

f) Should the Contractor fail to equip each major piece of equipment with the required GPS system or have the system functional in each major piece of equipment, then liquidated damages in the amount of $200 per piece of equipment per day shall be assessed.

g) At the end of the term of the Contract, or any extension thereof, the Contractor shall return the GPS systems to Port Authority in an undamaged condition. If the Contractor fails to return the systems or returns the systems in a damaged condition then liquidated damages in the amount of $500 per system shall be assessed.

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

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

6. Insurance

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with

contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

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

Automobile Liability Insurance - **$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 & The City of New York as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $1 million each accident.

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

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

CITS #3811N.

7. Integrity of Contractor

The Port Authority may require the Contractor to make certain representations with respect to its integrity and responsibility prior to issuing a notice of award, or at any

time during the term of the contract, which may include obligations above and beyond those contained in this solicitation ("Contractor Certification"), if the Port Authority deems such measures necessary to assess to responsibility of a contractor and/or mitigate any potential risk associated with a particular contractor.

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

The Manager shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than five (5) business days, said changes to be effective upon the date specified in said notice.

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

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

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

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

9. **Extra Work**

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

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

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

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

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

The Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in

him/her by this section shall be binding and final upon the Port Authority and the Contractor.

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

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

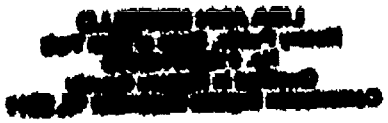
If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within five (5) business days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty four (24) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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



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

1. SIGNATURE SHEET

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

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

PROCUREMENT
2011 JUN -9 PM 12:13

Bidding Entity SNOWLIFT LLC

Bidder's Address 96 COMMERCIAL STREET

City, State, Zip FREEPORT, NY 11520

Telephone No. 516-239-2123 FAX 516-371-1763

Email mike@snowlift.com EIN# Ex. (1)

SIGNATURE _____ Date 6/8/2011

Print Name and Title MANAGING MEMBER + PRESIDENT
MICHAEL FERRUCCI

ACKNOWLEDGEMENT:

STATE OF: New York

COUNTY OF: Nassau

[redacted]

On this 8th day of June, 2011, personally came before me, Michael Ferrucci, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Lisa Ann Marella
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

PROCUREMENT
2011 JUN -9 PM 12:13

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "Unit Price") for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET - A
FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ _____	=	$ _____
2. Area B	240	x	$ _____	=	$ _____
3. Area C	240	x	$ _____	=	$ _____
4. Area D	240	x	$ _____	=	$ _____
5. Area E	240	x	$ _____	=	$ _____
6. Area F	240	x	$ _____	=	$ _____
7. Area G	240	x	$ _____	=	$ _____
8. Area H	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 8)

SEE REPLACEMENT PAGES

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Net Cost Work GPS System	$50,000 (Installation)*
Maintenance and Service	$5,000 *
Total for Part II:	**$55,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (A)

Add I + II = III

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ _____	=	$ _____
2. Area B	240	x	$ _____	=	$ _____
3. Area C	240	x	$ _____	=	$ _____
4. Area D	240	x	$ _____	=	$ _____
5. Area E	240	x	$ _____	=	$ _____
6. Area F	240	x	$ _____	=	$ _____
7. Area G	240	x	$ _____	=	$ _____
8. Area H	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 8)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Maintenance and Service	$5,000*
Total for Part II:	**$5,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ **(B)**

Add I + II = III

PRICING SHEET - C

SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	24	x	$_____	=$_____
2) 17 cubic yd. Dump Truck	24	x	$_____	=$_____
3) Jeep with 7' Plow	24	x	$_____	=$_____
4) Thermal Snow Melter – 150 ton	500	x	$_____	=$_____
5) Thermal Snow Melter – 75 ton	24	x	$_____	=$_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	=$_____
7) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=$_____
8) Payloader/Wheeled Dozer Power Angled Plows with Minimum Blade Width of 20' & Minimum Height of 42"	24	x	$_____	=$_____
9) Medium Duty Truck with 10' Blade And 5 yd. Spreader	24	x	$_____	=$_____
10) Spreader Plow Combinations with a minimum of 5 yd. Spreader and 7' Plow Blades	24	x	$_____	=$_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (C)
Sum of Items 1 thru 10

PRICING SHEET - D

SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	24	x	$_____	=$_____
2) 17 cubic yd. Dump Truck	24	x	$_____	=$_____
3) Jeep with 7' Plow	24	x	$_____	=$_____
4) Thermal Snow Melter – 150 ton	500	x	$_____	=$_____
5) Thermal Snow Melter – 75 ton	24	x	$_____	=$_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	=$_____
7) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=$_____
8) Payloader/Wheeled Dozer Power Angled Plows with Minimum Blade Width of 20' & Minimum Height of 42"	24	x	$_____	=$_____
9) Medium Duty Truck with 10' Blade And 5 yd. Spreader	24	x	$_____	=$_____
10) Spreader Plow Combinations with a minimum of 5 yd. Spreader and 7' Plow Blades	24	x	$_____	=$_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (D)

Sum of Items 1 thru 10

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $_____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year $_____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $_____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year $_____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$_____
(A+B+C+D)

PRICING SHEET - A
FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ 625.-	=	$ 150,000.-
2. Area B	240	x	$ 75.-	=	$ 18,000.-
3. Area C	240	x	$ 292.-	=	$ 70,080.-
4. Area D	240	x	$ 292.-	=	$ 70,080.-
5. Area E	240	x	$ 271.-	=	$ 65,040.-
6. Area F	240	x	$ 167.-	=	$ 40,080.-
7. Area H	240	x	$ 67.-	=	$ 16,080.-

TOTAL FOR PART I: $ 429,360.-
(Add lines 1 through 7)

RECEIVED
2011 JUN -9 PM 12:12
PROCUREMENT

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

SNOWLIFT LLC

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Net Cost Work GPS System	$50,000 (Installation)*
Maintenance and Service	$5,000 *
Total for Part II:	**$55,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 484,360.00 (A)

Add I + II = III

PROCUREMENT
2011 JUN -9 PM 12:12

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ 638.-	=	$ 153,120.-
2. Area B	240	x	$ 77.-	=	$ 18,480.-
3. Area C	240	x	$ 298.-	=	$ 71,520.-
4. Area D	240	x	$ 298.-	=	$ 71,520.-
5. Area E	240	x	$ 276.-	=	$ 66,240.-
6. Area F	240	x	$ 170.-	=	$ 40,800.-
7. Area H	240	x	$ 68.-	=	$ 16,320.-

TOTAL FOR PART I: $ 438,000
(Add lines 1 through 7)

2011 JUN 9 PM 12:12
PROCUREMENT

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

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Maintenance and Service	$5,000*
Total for Part II:	**$5,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 443,000.- (B)

Add I + II = III

PROCUREMENT
2011 JUN -9 PM 12:12

PRICING SHEET - C
SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	24	x	$175.-	=$4200.-
2) 17 cubic yd. Dump Truck	24	x	$120.-	=$2880.-
3) Jeep with 7' Plow	24	x	$100.-	=$2400.-
4) Thermal Snow Melter – 150 ton	175	x	$1,200.-	=$210,000.-
5) Thermal Snow Melter – 75 ton	24	x	$600.-	=$14,400.-
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$185.-	=$4,440.-
7) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$155.-	=$3,720.-
8) Payloader/Wheeled Dozer Power Angled Plows with Minimum Blade Width of 20' & Minimum Height of 42"	24	x	$325.-	=$7,800.-
9) Medium Duty Truck with 10' Blade And 5 yd. Spreader	24	x	$175.-	=$4,200.-
10) Spreader Plow Combinations with a minimum of 5 yd. Spreader and 7' Plow Blades	24	x	$175.-	=$4,200.-

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 258,240.- (C)

Sum of Items 1 thru 10

RECEIVED
2011 JUN -9 PM 12:12
PURCHASING DEPARTMENT

Revised 6/6/2011

PRICING SHEET - D

SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	24	x	$ 175.-	= $ 4,200.-
2) 17 cubic yd. Dump Truck	24	x	$ 120.-	= $ 2,880.-
3) Jeep with 7' Plow	24	x	$ 100.-	= $ 2,400.-
4) Thermal Snow Melter – 150 ton	175	x	$ 1,200.-	= $ 210,000.-
5) Thermal Snow Melter – 75 ton	24	x	$ 600.-	= $ 14,400.-
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$ 185.-	= $ 4,440.-
7) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$ 155.-	= $ 3,720.-
8) Payloader/Wheeled Dozer Power Angled Plows with Minimum Blade Width of 20' & Minimum Height of 42"	24	x	$ 325.00	= $ 7,800.-
9) Medium Duty Truck with 10' Blade And 5 yd. Spreader	24	x	$ 175.-	= $ 4,200.-
10) Spreader Plow Combinations with a minimum of 5 yd. Spreader and 7' Plow Blades	24	x	$ 175.-	= $ 4,200.-

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 258,240.- (D)

Sum of Items 1 thru 10

PROCUREMENT
2011 JUN -9 PM 12:12

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $ 484,360.—

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year $ 443,600.—

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $ 258,240.—

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year $ 258,240.—

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$ 1,443,840.—
(A+B+C+D)

PROCUREMENT
2011 JAN -9 PM 12:12

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements 3
6. Cell Phone or Port Authority Approved Equal Communication Device 3
7. Security Identification Card Requirements 3
8. Contractors Equipment 4
9. Vehicle Markings/ Identification 4
10. Vehicle Communications 5
11. Vehicle Malfunction or Breakdown 5
12. GPS Tracking System Requirements 5
13. Space Provided to the Contractor 6
14. Off-Season Equipment Storage Space Availability 6
15. Cleanliness of Contractor Areas 6
16. No Structural Modifications or Alterations 6
17. Supplemental Work 7
18. Supervision 7
19. Pre-Snow Season Equipment Check 8
20. Pre-Snow Season Meeting 8
21. Description, Work and Equipment Required for Each Area (Non Supplemental). 8

PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean John F. Kennedy International Airport, Queens NY.

The term "Manager" shall mean the Manager of Maintenance at John F. Kennedy International Airport or his or her designated representative.

"Snowfall recorded" shall be defined to mean snowfall as recorded by the United States Weather Bureau at John F. Kennedy International Airport .

"Clearance of snow" shall be defined to mean the removal of snow or slush to the satisfaction of the Manager.

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the Work.

Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

When required, snow removal operations shall be performed on a twenty four (24) hour, seven (7) day per week basis.

3. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all things necessary to complete such services, including but not limited to labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. Unless specifically noted otherwise, all cost shall be deemed included cost in either the "1/10 inch" charge or the "hourly" charge for Supplemental Work as entered by the Contractor on the Price Sheets.

4. Activation of Contractor

At first flake or the appropriate accumulation level as set forth herein the Contractor shall commence snow removal operations.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because those accumulations may not be reached, for the purposes of this Contract, In such areas the snow removed shall equal the difference between the actual snowfall recorded and the snow removed by others prior to the commencement of Contractor snow removal activity. Snowfall recorded shall be the snow fall as recorded by the official United States Weather Bureau at John F. Kennedy International Airport. In the event the official United States Weather Bureau station is not recording at John F. Kennedy International

Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by November 1st.

The Contractor shall provide "on site" training to such personnel as the Manager may deem necessary.

6. Cell Phone or Port Authority Approved Equal Communication Device

The Contractor shall provide for all employees under this Contract a cell phone or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractors 1/10" charge.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between he Security ID Office and the company regarding all ID card matters.

- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.

- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.

- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently $29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit. The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Markings/ Identification

Each piece of equipment, including vehicles provided to Supervisors shall bear a unique and distinctive marking as directed by the Manager.

10. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

11. Vehicle Malfunction or Breakdown

Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour period in which to repair or replace that item of equipment.

12. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately thirty (30) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment.The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at $50,000 for the system hardware and software components, and an

estimated $5,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at $55,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged condition. Should the systems be damaged then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages."

13. Space Provided to the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th, for the staging of equipment required by this Contract .

14. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.
The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

15. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintain all contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

16. No Structural Modifications or Alterations

The Contractor shall perform no structural modifications or alterations without the written permission of the Manager. At the end of the snow season, all Contractor areas shall be inspected by the Manager and deductions shall be made from the payment due the Contractor for cleaning, structural repairs and the removal of debris due to the Contractor failing to maintain the areas, misusing or abusing them.

17. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

18. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract.

Each supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manager. Each Supervisor shall have a cell phone or Port Authority approved equal communication device. The cost of the supervisors shall be included in the "1/10 inch price." The supervisors shall be physically present in their assigned areas while snow removal activities are ongoing.

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations similar to those specified herein. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractors Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide five (5) supervisors at all times during snow removal operations.

19. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair or replace the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost."

20. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the "$1/10^{th}$ inch count." This meeting shall take place during the first week in October.

21. Description, Work and Equipment Required for Each Area (Non Supplemental)

Areas must meet full operational requirements as determined by the Manager.

AREA "A"

At the accumulation of one inch of snow, clearance of snow from all aeronautical throats from Taxiway "B" through the Perimeter Service Road to the Unit Terminal Ramps in the Central Terminal Area. Additionally, this area shall include the entrance throat to the B-269 Police Emergency Garage for Taxiway "Q" while using the following rubber tired equipment:

5 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42"

5 - Payloader/wheeled dozers with power angled blade 28' minimum blade width and minimum height of 42"

AREA "B"

At the time when the accumulation of snow is one inch (1"), clearance of snow from the Aeronautical ramp and aircraft parking areas at the north and south sides of Hangars #3, 4 and 5 while using the following rubber tired equipment:

1 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42"

AREA "C"

At the first flake of snow (first flake), clearance of snow and the application of de-icing chemicals from Aeronautical Service Roads from and including Guard Post "H" to the United States Post Office Building # 250 inclusive and including all aeronautical roads leading to and including Guard Post "P". This area includes the 150th Street Underpass, all aeronautical service roads on the east and west sides of Taxiways "R" and "S" and all aeronautical roads leading to and including Guard Posts "G", "R" and "J".

2 – Spreader Plow Combinations with a minimum of 15-yard spreaders and 10' plow blades or any combination thereof

At 3" accumulation:

1 - Payloader/wheeled dozer with 12' to 20' power angled plow and minimum height of 42". This vehicle can be utilized at the discretion of the Manager to assist with throat snow removal.

AREA "D"

At First Flake, clearance of snow and the application of de-icing chemicals will commence on the Perimeter Service Road from the ramp at 150th Street and completely around The Central Terminal Area (CTA) back to that point (Both Lanes). Additionally, the Southwest Area Restricted Road (SWRSR) commencing at the intersection with the Perimeter Service Road to the Tanker Truck Parking Area located in the Main Fuel Storage Area and all aeronautical roads leading to and including Guard Posts "S", "V" and "W".

2 – Spreader Plow Combinations with a minimum of 15-yard spreaders and 10' plow blades or any combination thereof.

At 3" accumulation:

1 - Payloader/wheeled dozer with 12' to 20' power angled plow and minimum height of 42". This vehicle can be utilized at the discretion of the Manager to assist with throat show removal.

AREA "E"

At the accumulation of one inch of snow, clearance of snow from the North Cargo Taxiways starting at Taxiway "C" and through the following Taxiways: "CA", "CB", "CC", "CD", "CE", "W", "CF", "D", "CH" while using the following rubber tired equipment.

2 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42"

AREA "F"

The entire Aeronautical Area designated as Taxiway "S" from Taxiway "B" to the end of the Taxiway "S". Push the snow, leaving no berms, from east side of the RVSR across the Taxiway "S" to the taxiway safety area between Taxiways "R" & "S

2 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42

AREA "G"

Reserved

AREA "H"

At the time when the accumulation of snow is one inch (1"), clearance of snow from the Overnight Parking Area for General Aviation Aircraft, on the ramp of Hanger 16, including the entrance throat at the intersection of Taxiway "QF and the SWRSR H-16, including the entrance throat located at the intersection of Taxiway "PB" and the SWRSR, while using the following rubber tired equipment:

1 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS 3

PART II GENERAL PROVISIONS 4

1. Facility Rules and Regulations of The Port Authority 4
2. Contractor Not An Agent 4
3. Contractor's Warranties 5
4. Personal Non-Liability 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination 6
6. Rights and Remedies of the Port Authority 6
7. Rights and Remedies of the Contractor 6
8. Submission To Jurisdiction 6
9. Harmony 7
10. Claims of Third Persons 7
11. No Third Party Rights 8
12. Provisions of Law Deemed Inserted 8
13. Costs Assumed By The Contractor 8
14. Default, Revocation or Suspension of Contract 8
15. Sales or Compensating Use Taxes 11
16. No Estoppel or Waiver 11
17. Records and Reports 11
18. General Obligations 12
19. Assignments and Subcontracting 14
20. Indemnification and Risks Assumed By The Contractor 14
21. Approval of Methods 15
22. Safety and Cleanliness 15
23. Accident Reports 15
24. Trash Removal 16
25. Lost and Found Property 16
26. Property of the Contractor 16
27. Modification of Contract 16
28. Invalid Clauses 16
29. Approval of Materials, Supplies and Equipment 16
30. Intellectual Property 17
31. Contract Records and Documents – Passwords and Codes 17
32. Designated Secure Areas 18
33. Notification of Security Requirements 18
34. Construction In Progress 20
35. Permit-Required Confined Space Work 20
36. Signs 20
37. Vending Machines, Food Preparation 21
38. Confidential Information/Non-Publication 21
39. Time is of the Essence 22
40. Holidays 22
41. Personnel Standards 22
42. General Uniform Requirements for Contractor's Personnel 22
43. Labor, Equipment and Materials Supplied by the Contractor 23
44. Contractor's Vehicles – Parking - Licenses 23

45. Manager's Authority 23
46. Price Preference 23
47. Good Faith Participation 24

PART III CONTRACTOR'S INTEGRITY PROVISIONS 24

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information 24
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees 25
3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts 26
4. No Gifts, Gratuities, Offers of Employment, Etc. 26
5. Conflict of Interest 27
6. Definitions 28

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

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

18. General Obligations

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

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

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

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

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

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

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

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

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

manner.

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

19. Assignments and Subcontracting

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

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

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

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

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

23. Accident Reports

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

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

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

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

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

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

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

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

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

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

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

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor's Personnel

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

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 5/24/2011

ADDENDUM #1

To prospective bidders on bid # 24812 for Snow Removal Services at John F. Kennedy International Airport - Aeronautical Areas

☒ Due back on June 7, 2011, no later than 11:00AM

☐ Originally due on , no later than 11:00AM

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY&NJ has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provision of the sales offer document which will be construed without reference to such questions.

Question

When I forwarded an email to the email listed in the bid book to confirm attendance to facility inspection it was bounced back. Please confirm email address?

Answer

The correct email address for Ken Pietrowksi is kpietrow@panynj.gov and his telephone number is 718-244-3597

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

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

PROCUREMENT DEPT
2011 JUN -9 PM 12:11

PS11All

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: SNOWLIFT LLC

INITIALED: _____

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Luz Santana, WHO CAN BE REACHED AT (212) 435-3949 or at lsantana@panynj.gov.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 6/3/2011

ADDENDUM #2

To prospective bidders on bid # 24812 for Snow Removal Services at John F. Kennedy International Airport - Aeronautical Areas

☒ Due back on June 9, 2011, no later than 11:00AM

☐ Originally due on June 7, 2011, no later than 11:00AM

THE DUE DATE FOR THIS BID HAS BEEN CHANGED TO JUNE 9, 2011

I Changes/Modifications
The following changes/modifications are hereby made in the document:

A. On page 4 of Part II, Section 14, Aids to Bidders, delete the following:
"2006 - 2007 = 14.7"
2007 – 2008 = 11.2"
2008 – 2009 = 27.8"
2009 – 2010 = 41.3"
2010 – 2011 = 51.7""

And replace with the following:

"2006 - 2007 = 7.3"
2007 – 2008 = 11.2"
2008 – 2009 = 19.5"
2009 – 2010 = 47.1"
2010 – 2011 = 41.9""

B. Page 4 of Part III, Section 3, "Payment" Paragraph c), last paragraph delete the last sentence:
"The determination of the Manager as to what services constitute Supplemental Work and as to the amount paid therefore shall be conclusive and binding."
and insert:
"The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets, shall be final and binding."

PS11All

C. **Page 7 of Part III, Section 5, "Liquidated Damages," Paragraph 1., subparagraph b) add the following sentence to the end of this paragraph, "The liquidated damages shall continue until the first piece of like equipment is released."**

D. **Delete Part IV in its entirety and replace with the attached labeled "Revised, June 3, 2011"**

E. **Delete Part V in its entirety and replace with the attached labeled "Revised, June 3, 2011"**

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidder. The responses should not be deemed to answer all questions, which have been submitted by Bidder to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

1. **On Liquidated Damages, we would like to see wording as when Liquidated Damages "end". We would suggest that hourly based Liquidated Damages for lack of equipment be cut off at the point when the first piece of equipment of a similar type has been released by the Port. In the 2006 bid, via Addendum # 1, Letter H, the Port added wording saying "The liquidated damages shall continue until the first piece of like equipment is released." We would like to see the same change added to this bid.**

Response 1: See Letter I.C. above.

2. In Part III, Page 4, #3c, in the last paragraph, it is stated "The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefore shall be conclusive and binding." In the 2006 bid, via Addendum #1, Letter D, the Port modified the wording to say "The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets shall be final and binding." We would like to see the same change Added to this bid.

Response 2: See Letter I .B. above.

3. In Part V, Page 2, #1, the definition of Clearance of Snow is defined as "the removal of snow, or slush to the satisfaction of the Manager." Specifically with regard to those areas where there are First Flake requirements, we believe there should be language in the agreement that clearly states that when there is no more "removal" of snow or slush being performed, that the Port will release us and not require us to remain, in a "standby" mode or to revert back to spreading materials (as is performed at "First Flake"). We would like to see the language reflect that when the snow removal is done we will be released and any subsequent services or any call back to handle drifting or icing would be handled as Supplemental Work.

Response 3: As stated in the agreement, Clearance of Snow is "the removal of snow, or slush to the satisfaction of the Manager."

4. In Part V, Page 5, #11, we have questions regarding the GPS system. Will we be able to bill for the costs of removal at the end of the contract? Will the Port allow us to have the tracking capability? If not, will the Port routinely provide us with printouts that show the activity from each snow event.

Response 4 : The GPS System shall be returned to the Port Authority at no additional cost to the Port Authority. The Contractor will not have tracking capability, however, the Port Authority will make every effort to supply reports to the Contractor.

5. In Part V, Page 2, #4 the 2nd paragraph implies that Port Authority forces or others may perform some of the services required under the contract. The language continues to say that "in such areas the snow removed shall equal the difference between the actual snowfall recorded and the snow removed by others prior to the commencement of Contractor snow removal activity". This wording looks similar to the wording that was in the bid for these services in 2006 (but some of the original wording is omitted) which was modified later by an addenda. Is this wording an error? If not, we would need to know in which areas the Port

contemplates that snow removal will be performed by the Port or others. This would impact our income since this language indicates we would not receive any compensation related to those areas for those inches.

Response 5: See Letter I. E. above.

6. In Part V, pages 8 through 10, #19, the equipment for Areas A, E and F require Port escorts as the work is on active taxiways under tower control. In the current contract, the Port has required the Contractor to have the operators in the equipment on site, even if the Port was unable to provide the escorts. We are requesting wording be added to the specifications for these areas to reflect that operators for this equipment will remain in our operations control area and will be dispatched to the site only when the Port can confirm that escorts area available. There should also be wording that says that no penalty for late starts will be applied against any of these units until after the Port has escorts available.

Response 6: The operators are required to be in their equipment and ready to go at the stated inch count. If there will be a delay by the Port Authority, the Manager may release the operators back to the Contractor.

7. In Part V, page 8, Area A, do the ten (10) blades have to be power angle or can they be standard blades?

Response 7: See Letter I. E. above.

8. In Part V, page 8-9, Area B, does the blade have to be power angle or can it be a standard blade?

Response 8: See Letter I.E. above.

9. In Part V, Page 10, for Area F, there is no inch level specified as to when services are to commence.

Response 9: See Letter I. E. above.

10. Are previous pricing sheets available.

Response 10: Previous price sheets are attached to this addendum.

11. In there a prevailing wage?

Response 11: No.

12. Are there any bonds required for this job?

Response 12: No.

13. Who is required to get SIDA badges? Is it only airside employees or all employees?

Response 13: The Port Authority will continue its practice of having the Contractor acquire "Snow IDs" for aeronautical areas and will not require "Snow IDs" for non-aeronautical area.

14. Part V pg. 8 #16 States (Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations at A LARGE AIRPORT. Proof of such experience for the Supervisors to be provided under this contract shall be submitted prior to award.) Does this comply to all bidders?

Response 14: Yes.

15. We are big in subcontracting the work out. Can we subcontract work out?

Response 15: Refer to Standard Contract Terms and Conditions, Section 19, Assignments and Subcontracting

16. Do we have to pay for parking when performing a snow event?

Response 16: You do not pay for parking of equipment or staff vehicles that are working during a snow event.

17. In the past (5) years, how many lawsuits were filed at this facility?

Response 17: Specific information is not available.

18. Is the contractor going to receive any payment if there is no snow?

Response 18: Refer to page 4 of Part III, Section 3, Payment, Paragraph c), fourth subparagraph.

19. During pushing and piling operations in the "throat" area, can the contactor push the snow into each air carriers' ramp area? If the answer is "Yes" have all of the individual carriers agreed to accept snow onto their ramp? Also, if "Yes," will the snow be stockpiled for natural melting or melting by the use of snow melting machines by the bidder? If snow melting is to occur as requested by the Authority will the air carrier or the Authority pay for the melting?

Response 19: The Port Authority has agreements with each of the carriers to only stockpile the pushed snow from the throats into designated areas. The airlines are responsible for that snow.

20. **The bid document estimates 150-ton per hour melter usage to be 500 hours per snow season. Where are the melters to be utilized to perform melting services and where were the melters utilized in the past contract and for how many hours.**

    Response 20: The melters were utilized in various locations on numerous occasions. The snow melters were utilized between (8) and (24) hours on each occasions.

21. **Will the contractor, in order to deliver a better service, be able to view on a "real time" basis the GPS Tracking System the PANYNJ plans to install to track contractor's snow equipment?**

    Response 21: No.

22. **The specifications require all blades to be power angled i.e. articulating. During the pre-bid conference it was stated that an addendum would be forthcoming permitting fixed blades also. Will this addendum be issued.**

    Response 22: See Letter I. E. above.

23. **Is the 51.7" snowfall measurement stated in the bid document correct for the 2010-2011 season?**

    Response 23: See Letter I. A. above.

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION

PS11All

BIDDER'S FIRM NAME: SNOWLIFT LLC

INITIALED: _____

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

Revised June 3, 2011

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

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN# _____

SIGNATURE_____ Date_____

Print Name and Title_____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___day *of*_____, 20 , personally came before me, _____,who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

_____
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Unit Price per Hour" (hereinafter "Unit Price") for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Two (2) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET
FIRST YEAR
SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
Area A	240	x	$ _____	=	$ _____
Area B	240	x	$ _____	=	$ _____
Area C	240	x	$ _____	=	$ _____
Area D	240	x	$ _____	=	$ _____
Area E	240	x	$ _____	=	$ _____
Area F	240	x	$ _____	=	$ _____
Area H	240	x	$ _____	=	$ _____

TOTAL FOR ITEM I: $_____
(SUM OF A THROUGH H)

DESCRIPTION		ESTIMATED* ANNUAL CONTRACT PRICE
II. Net Cost Work GPS System		$50,000 (Inst.)*
Maint. and Service		$5,000 *
	Total for Item II.	**$55,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (A)

Add I + II = III

PRICING SHEET
SECOND YEAR
SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
Area A	240	x	$ _____	=	$ _____
Area B	240	x	$ _____	=	$ _____
Area C	240	x	$ _____	=	$ _____
Area D	240	x	$ _____	=	$ _____
Area E	240	x	$ _____	=	$ _____
Area F	240	x	$ _____	=	$ _____
Area H	240	x	$ _____	=	$ _____

TOTAL FOR ITEM I: $_____
(SUM A THROUGH H)

DESCRIPTION	ESTIMATED* ANNUAL CONTRACT PRICE
II. Net Cost Work GPS System	
Maint. and service Only	$5,000 *

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____

_____ (B)

Add I + II = III

PRICING SHEET
FIRST YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
1) 3 Cubic Yd. Payloader	24	x	$_____ –	=	$_____
2)17 Cu.Yd. Dump Truck	24	x	$_____ –	=	$_____
3)Jeep with 7' Plow	24	x	$_____ –	=	$_____
4)Thermal Snow Melter – 150 ton	175	x	$_____ –	=	$_____
5)Thermal Snow	24	x		=	

Melter – 75 ton			$_____		$_____
6)Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$_____	=	$_____
7)Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=	$_____
8)Payloader/wheeled dozer power angled plows with minimum blade width of 20' & minimum height of 42"	24	x	$_____	=	$_____
9)Medium duty truck with 10' blade and 5 yard spreader	24	x	$_____	=	$_____

PRICING SHEET
FIRST YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
10)Spreader Plow Combinations with a minimum of 5 yard spreaders and 7' plow blades	24	x	$_____	=	$_____

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (C)
Sum of Item 1 thru 10

PRICING SHEET
SECOND YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
1)3 Cubic Yd. Payloader	24	x	$_____	=	$_____
2)17 Cu.Yd. Dump Truck	24	x	$_____	=	$_____
3)Jeep with 7' Plow	24	x	$_____	=	$_____
4)Thermal Snow Melter – 150 ton	175	x	$_____	=	$_____
5)Thermal Snow Melter – 75 ton	24	x	$_____	=	$_____
6)Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$_____	=	$_____
7)Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=	$_____
8)Payloader/wheeled dozer power angled plows with minimum blade width of 20' & minimum height of 42"	24	x	$_____	=	$_____
9)Medium duty truck with 10'blade and 5 yard spreader	24	x	$_____	=	$_____

PRICING SHEET
SECOND YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
10)Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$_____	=	$_____

TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (D)

Sum of Item 1 thru 10

PRICING SHEET SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year

$_____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year

$_____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year

$_____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year

$_____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$_____

(A+B+C+D)

PRICING SHEET
FIRST YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
10)Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$_____	=	$_____

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (C)
Sum of Item 1 thru 10

PRICING SHEET
SECOND YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
1)3 Cubic Yd. Payloader	24	x	$_____	=	$_____
2)17 Cu.Yd. Dump Truck	24	x	$_____	=	$_____
3)Jeep with 7' Plow	24	x	$_____	=	$_____
4)Thermal Snow Melter – 150 ton	175	x	$_____	=	$_____
5)Thermal Snow Melter – 75 ton	24	x	$_____	=	$_____
6)Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$_____	=	$_____
7)Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=	$_____
8)Payloader/wheeled dozer power angled plows with minimum blade width of 20' & minimum height of 42"	24	x	$_____	=	$_____
9)Medium duty truck with 10'blade and 5 yard spreader	24	x	$_____	=	$_____

PRICING SHEET
SECOND YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS	UNIT PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
10)Spreader Plow Combinations *with a minmum of 5 yard spreaders and 7' plow blades*	24	x $_____	= $_____

I ASSUMED THIS WAS TO BE THE SAME AS YEAR 1

TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (D)
Sum of Item 1 thru 10

PRICING SHEET SUMMARY

Please line these up and either all bold or all not bold

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $_____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year
$_____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $_____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year
$_____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$_____
(A+B+C+D)

Revised June 3, 2011

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements 3
6. Cell Phone or Port Authority Approved Equal Communication Device 3
7. Security Identification Card Requirements 3
8. Contractors Equipment 4
9. Vehicle Communications 4
10. Vehicle Markings /Identification 5
11. GPS Tracking System Requirements 5
12. Space Provided to the Contractor 6
13. Off-Season Equipment Storage Space Availability 6
14. Cleanliness of Contractor Areas 6
15. Supplemental Work 6
16. Supervision 7
17. Pre-Snow Season Equipment Check 7
18. Pre-Snow Season Meeting 8
19. Description, Work and Equipment Required for Each Area (Non Supplemental) 8

PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean John F. Kennedy International Airport, Queens NY .

The term "Manager" shall mean the Manager of Maintenance at John F. Kennedy International Airport or his or her designated representative.

"Snowfall recorded" shall be defined to mean snowfall as recorded by the United States Weather Bureau at John F. Kennedy International Airport .

"Clearance of snow" shall be defined to mean the removal of snow or slush to the satisfaction of the Manager.

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the Work.

Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

When required, snow removal operations shall be performed on a twenty four (24) hour, seven (7) day per week basis.

3. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all things necessary to complete such services, including but not limited to labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. Unless specifically noted otherwise, all cost shall be deemed included cost in either the "1/10 inch" charge or the "hourly" charge for Supplemental Work as entered by the Contractor on the Price Sheets.

4. Activation of Contractor

At first flake or the appropriate accumulation level as set forth herein the Contractor shall commence snow removal operations.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded. Snowfall recorded shall be the snow fall as recorded by the official National Weather Service at John F. Kennedy International Airport. In the event the official National Weather Service station is not recording at John F. Kennedy International Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by November 1st.

The Contractor shall provide "on site" training to such personnel as the Manager may deem necessary.

6. Cell Phone or Port Authority Approved Equal Communication Device

The Contractor shall provide for all employees under this Contract a cell phone or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractor's Unit Price per 1/10 of an Inch charge.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between he Security ID Office and the company regarding all ID card matters.

- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.

- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.

- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently $29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractor's Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit. The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

10. Vehicle Markings /Identification

The Contractors' vehicles shall have distinctive markings that identify the vehicle with the Contract area to which it is assigned. Such markings shall be subject to the approval of the Manager.

11. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately thirty (30) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment. The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at $50,000 for the system hardware and software components, and an estimated $5,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at $55,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged and working condition. Should the systems be damaged or non-working then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages."

12. Space Provided to the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th , for the staging of equipment required by this Contract .

13. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.

The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

14. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintain all contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

15. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed.

The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

16. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract.

Each Supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manager. Each Supervisor shall have a cell phone or Port Authority approved equal communication device. The cost of the Supervisors shall be included in the "Unit Price per 1/10 of an Inch" price." The Supervisors shall be physically present in their assigned areas while snow removal activities are ongoing.

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations similar to those specified herein. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractor's Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide five (5) Supervisors at all times during snow removal operations. At least two (2) Supervisors shall be dedicated to Area "A".

17. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the Contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair or replace the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost" for UNIT PRICE PER $1/10^{th}$ of an Inch for years one and two of the contract.

18. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the "1/10th inch count." This meeting shall take place during the first week in October.

19. Description, Work and Equipment Required for Each Area (Non–Supplemental Work)

Areas must meet full operational requirements as determined by the Manager.

AREA "A"

At the accumulation of one inch of snow, clearance of snow from all aeronautical throats from Taxiway "B" through the Perimeter Service Road to the Unit Terminal Ramps in the Central Terminal Area. Additionally, this area shall include the entrance throat to the B-269 Police Emergency Garage for Taxiway "Q" while using the following rubber tired equipment:

5 - Payloader/wheeled dozers with power angled blade of 20' minimum fixed blade width & minimum height of 42"

5-Payloader/wheeled dozers with 28' minimum fixed blade width and minimum height of 42"

AREA "B"

At the time when the accumulation of snow is one inch (1"), clearance of snow from the Aeronautical ramp and aircraft parking areas at the north and south sides of Hangars #3, 4 and 5 while using the following rubber tired equipment:

1 - Payloader/wheeled dozers with 28' minimum fixed blade width & minimum height of 42"

AREA "C"

At the first flake of snow (first flake), clearance of snow and the application of de-icing chemicals from Aeronautical Service Roads from and including Guard Post "H" to the United States Post Office Building # 250 inclusive and including all aeronautical roads leading to and including Guard Post "P". This area includes the 150th Street Underpass, all aeronautical service roads on the east and west sides of Taxiways "R" and "S" and all aeronautical roads leading to and including Guard Posts "G", "R" and "J".

3– Spreader Plow Combinations with a minimum of 15-yard spreaders and 10' plow blades or any combination thereof

At 3" accumulation:

1-Payloader/wheeled dozer with 12' to 20' power angled plow and minimum height of 42". This vehicle can be utilized at the discretion of the Manager to assist with throat snow removal.

AREA "D"

At First Flake, clearance of snow and the application of de-icing chemicals will commence on the Perimeter Service Road from the ramp at 150th Street and completely around The Central Terminal Area (CTA) back to that point (Both Lanes). Additionally, the Southwest Area Restricted Road (SWRSR) commencing at the intersection with the Perimeter Service Road to the Tanker Truck Parking Area located in the Main Fuel Storage Area and all aeronautical roads leading to and including Guard Posts "S", "V" and "W".

3 – Spreader Plow Combinations with a minimum of 15-yard spreaders and 10' plow blades or any combination thereof.

At 3" accumulation:

1-Payloader/wheeled dozer with 12' to 20' power angled plow and minimum height of 42". This vehicle can be utilized at the discretion of the Manager to assist with throat snow removal.

AREA "E"

Throughout the duration of snow removal the Contractor shall brush-broom the center line lights of the areas, taxiways such that all AOA lights are visible.

At first flake,

1-10' to 16' tow behind center line broom

At the accumulation of one inch of snow, clearance of snow from the North Cargo Taxiways starting at Taxiway "C" and through the following Taxiways: "CA", "CB", "CC", "CD", "CE", "W", "CF", "D", "CH" while using the following rubber tired equipment.

2 - Payloader/wheeled dozers with fixed blade of 20' minimum blade width & minimum height of 42"

AREA "F"

At the accumulation of one inch of snow , clearance of snow for the entire Aeronautical Area designated as Taxiway "S" from Taxiway "B" to the end of the Taxiway "S". Push the snow, leaving no berms, from east side of the RVSR across the Taxiway "S" to the taxiway safety area between Taxiways "R" & "S"

2 - Payloader/wheeled dozers with fixed blade of 20' minimum blade width & minimum height of 42

AREA "G"

Reserved

AREA "H"

At the time when the accumulation of snow is one inch (1"), clearance of snow from the Overnight Parking Area for General Aviation Aircraft, on the ramp of Hanger 16, including the entrance throat at the intersection of Taxiway "QF" and the SWRSR H-16, including the entrance throat located at the intersection of Taxiway "PB" and the SWRSR, while using the following rubber tired equipment:

1 - Payloader/wheeled dozers with fixed blade of 20' minimum blade width & minimum height of 42

I. PRICING SHEET
FIRST YEAR
SNOW REMOVAL

A.

DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CHARGE
Area A	240	x	$ 525.00	=	$ 126,000.00
Area B	240	x	$ 133.33	=	$ 31,999.20
Area C	240	x	$ 216.67	=	$ 52,000.80
Area D	240	x	$ 216.67	=	$ 52,000.80
Area E	240	x	$ 379.17	=	$ 91,000.80
Area F	240	x	$ 266.67	=	$ 64,000.80
Area G	240	x	$ 266.67	=	$ 64,000.80
Area H	240	x	$ 91.67	=	$ 22,000.80

TOTAL FOR ITEM I: $ 503,004.00

DESCRIPTION	**TOTAL ESTIMATED* ANNUAL CHARGE**
B. Net Cost Work GPS System	$30,0000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

I. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 533,004.00
Add A + B = I

Price is all-inclusive; includes labor for operation, maintenance, fuel, oil etc.

III. PRICING SHEET
FIRST YEAR
SUPPLEMENTAL EQUIPMENT
Weekdays - 8:00 a.m. to Midnight

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CHARGE
3 Cubic Yd. Payloader	24	x	$185.00	=	$4,440.00
17 Cu.Yd. Dump Truck	24	x	$165.00	=	$3,960.00
Jeep with 7' Plow	24	x	$120.00	=	$2,880.00
Thermal Snow Melter – 150 ton	24	x	$2,250.00	=	$54,000.00
Thermal Snow Melter – 75 ton	24	x	$1,125.00	=	$27,000.00
Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$195.00	=	$4,680.00
Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$150.00	=	$3,600.00
Payloader/wheeled dozer power angled plows with Minimum blade width of 20' & Minimum height of 42"	24	x	$425.00	=	$10,200.00
Medium duty truck with 10' blade and 5 yard spreader	24	x	$175.00	=	$4,200.00
Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$185.00	=	$4,440.00

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL EQUIPMENT:
$119,400.00

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

Price is all-inclusive; includes labor for operation, maintenance, fuel, oil etc.

IV. PRICING SHEET
FIRST YEAR
SUPPLEMENTAL EQUIPMENT
Weekdays – Midnight to 8:00 a.m.

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CHARGE
3 Cubic Yd. Payloader	24	x	$ 185.00	=	$ 4,440.00
17 Cu.Yd. Dump Truck	24	x	$ 165.00	=	$ 3,960.00
Jeep with 7' Plow	24	x	$ 120.00	=	$ 2,880.00
Thermal Snow Melter – 150 ton	24	x	$ 2,250.00	=	$ 54,000.00
Thermal Snow Melter – 75 ton	24	x	$ 1,125 00	=	$ 27,000.00
Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$ 195.00	=	$ 4,680.00
Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$ 150.00	=	$ 3,600.00
Payloader/wheeled dozer power angled plows with Minimum blade width of 20' & Minimum height of 42"	24	x	$ 425.00	=	$ 10,200.00
Medium duty truck with 10' blade and 5 yard spreader	24	x	$ 175.00	=	$ 4,200.00
Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$ 185.00	=	$ 4,440.00

IV. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL EQUIPMENT
$ 119,400.00

Price is all-inclusive; includes labor for operation, maintenance, fuel, oil etc.

V. PRICING SHEET
FIRST YEAR
SUPPLEMENTAL EQUIPMENT
Saturday, Sunday and NY State Holidays

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CHARGE
3 Cubic Yd. Payloader	24	x	$ 185.00	=	$ 4,440.00
17 Cu.Yd. Dump Truck	24	x	$ 165.00	=	$ 3,960.00
Jeep with 7' Plow	24	x	$ 120.00	=	$ 2,880.00
Thermal Snow Melter – 150 ton	24	x	$ 2,250.00	=	$ 54,000.00
Thermal Snow Melter – 75 ton	24	x	$ 1,125.00	=	$ 27,000
Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$ 195.00	=	$ 4,680.00
Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$ 150.00	=	$ 3,600.00
Payloader/wheeled dozer power angled plows with Minimum blade width of 20' & Minimum height of 42"	24	x	$ 425.00	=	$ 10,200.00
Medium duty truck with 10' blade and 5 yard spreader	24	x	$ 175.00	=	$ 4,200.00
Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$ 185.00	=	$ 4,440.00

V. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL EQUIPMENT:
$ 119,400.00

Price is all-inclusive; includes labor for operation, maintenance, fuel, oil etc.

VI. PRICING SHEET
SECOND YEAR
SUPPLEMENTAL EQUIPMENT
Weekdays - 8:00 a.m. to Midnight

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CHARGE
3 Cubic Yd. Payloader	24	x	$ 194.25	=	$ 4,662.00
17 Cu.Yd. Dump Truck	24	x	$ 173.25	=	$ 4,158.00
Jeep with 7' Plow	24	x	$ 126.00	=	$ 3,024.00
Thermal Snow Melter – 150 ton	24	x	$ 2,362.50	=	$ 56,700.00
Thermal Snow Melter – 75 ton	24	x	$ 1,181.25	=	$ 28,350.00
Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$ 204.75	=	$ 4,914.00
Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$ 157.50	=	$ 3,780.00
Payloader/wheeled dozer power angled plows with Minimum blade width of 20' & Minimum height of 42"	24	x	$ 446.25	=	$ 10,710.00
Medium duty truck with 10' blade and 5 yard spreader	24	x	$ 183.75	=	$ 4,410.00
Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$ 194.25	=	$ 4,662.00

VI. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL EQUIPMENT:
$ 125,370.00

Price is all-inclusive; includes labor for operation, maintenance, fuel, oil etc.

VII. PRICING SHEET
SECOND YEAR
SUPPLEMENTAL EQUIPMENT
Weekdays – Midnight to 8:00 a.m.

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CHARGE
3 Cubic Yd. Payloader	24	x	$ 194.25	=	$ 4,662.00
17 Cu.Yd. Dump Truck	24	x	$ 173.25	=	$ 4,158.00
Jeep with 7' Plow	24	x	$ 126.00	=	$ 3,024.00
Thermal Snow Melter – 150 ton	24	x	$ 2,362.50	=	$ 56,700.00
Thermal Snow Melter – 75 ton	24	x	$ 1,181.25	=	$ 28,350.00
Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$ 204.75	=	$ 4,914.00
Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$ 157.50	=	$ 3,780.00
Payloader/wheeled dozer power angled plows with Minimum blade width of 20' & Minimum height of 42"	24	x	$ 446.25	=	$ 10,710.00
Medium duty truck with 10' blade and 5 yard spreader	24	x	$ 183.75	=	$ 4,410.00
Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$ 194.25	=	$ 4,662.00

VII. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL EQUIPMENT:
$ 125,370.00

Price is all-inclusive; includes labor for operation, maintenance, fuel, oil etc.

VIII. PRICING SHEET
SECOND YEAR
SUPPLEMENTAL EQUIPMENT
Saturday, Sunday and NY State Holidays

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CHARGE
3 Cubic Yd. Payloader	24	x	$ 194.25	=	$ 4,662.00
17 Cu.Yd. Dump Truck	24	x	$ 173.25	=	$ 4,158.00
Jeep with 7' Plow	24	x	$ 126.00	=	$ 3,024.00
Thermal Snow Melter – 150 ton	24	x	$ 2,362.50	=	$ 56,700.00
Thermal Snow Melter – 75 ton	24	x	$ 1,181.25	=	$ 28,350.00
Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$ 204.75	=	$ 4,914.00
Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$ 157.50	=	$ 3,780.00
Payloader/wheeled dozer power angled plows with Minimum blade width of 20' & Minimum height of 42"	24	x	$ 446.25	=	$ 10,710.00
Medium duty truck with 10' blade and 5 yard spreader	24	x	$ 183.75	=	$ 4,410.00
Spreader Plow Combinations with a minmum of 5 yard spreaders and 7' plow blades	24	x	$ 194.25	=	$ 4,662.00

VIII. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL EQUIPMENT:
$ 125,370.00

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

PRICING SHEET
SUMMARY

PROCUREMENT
2004 JUL 31 AM 11:57

I.	FIRST YEAR – SNOW REMOVAL	$ 533,004.00
II.	SECOND YEAR – SNOW REMOVAL	$ 538,151.20
III.	FIRST YEAR – SUPPLEMENTAL EQUIPMENT Weekdays - 8:00 a.m. to Midnight	$ 119,400.00
IV.	FIRST YEAR – SUPPLEMENTAL EQUIPMENT Weekdays – Midnight to 8:00 a.m.	$ 119,400.00
V.	FIRST YEAR – SUPPLEMENTAL EQUIPMENT Saturday, Sunday and NY State Holidays	$ 119,400.00
VI.	SECOND YEAR – SUPPLEMENTAL EQUIPMENT Weekdays - 8:00 a.m. to Midnight	$ 125,370.00
VII.	SECOND YEAR – SUPPLEMENTAL EQUIPMENT Weekdays – Midnight to 8:00 a.m.	$ 125,370.00
VIII.	SECOND YEAR – SUPPLEMENTAL EQUIPMENT Saturday, Sunday and NY State Holidays	$ 125,370.00

IX TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$ 1,805,465.20

(Add I to VIII = IX)

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

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

6/6/2011

ADDENDUM #3

To prospective bidders on bid # 24812 for Snow Removal Services at John F. Kennedy International Airport - Aeronautical Areas

☒ Due back on June 9, 2011, no later than 11:00AM

☒ Originally due on June 7, 2011, no later than 11:00AM

The following changes/modifications are hereby made in the document:

A. **Delete Part IV, Revised June 3, 2011 in Addendum 2, in its entirety and replace with the attached labeled "Revised, June 6, 2011"**

B. **Delete Part V, Revised June 3, 2011 in Addendum 2, in its entirety and replace with the attached labeled "Revised, June 6, 2011**

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: SNOW LIFT LLC

PS11All

INITIALED: _____

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

PS11All

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

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN# _____

SIGNATURE_____ Date_____

Print Name and Title_____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___day *of*_____, 20 , personally came before me, _____,who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

_____
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "Unit Price") for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET - A
FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ _____	=	$ _____
2. Area B	240	x	$ _____	=	$ _____
3. Area C	240	x	$ _____	=	$ _____
4. Area D	240	x	$ _____	=	$ _____
5. Area E	240	x	$ _____	=	$ _____
6. Area F	240	x	$ _____	=	$ _____
7. Area H	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 7)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Net Cost Work GPS System	$50,000 (Installation)*
Maintenance and Service	$5,000 *
Total for Part II:	**$55,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (A)

Add I + II = III

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ _____	=	$ _____
2. Area B	240	x	$ _____	=	$ _____
3. Area C	240	x	$ _____	=	$ _____
4. Area D	240	x	$ _____	=	$ _____
5. Area E	240	x	$ _____	=	$ _____
6. Area F	240	x	$ _____	=	$ _____
7. Area H	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 7)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Maintenance and Service	$5,000*
Total for Part II:	**$5,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (B)

Add I + II = III

PRICING SHEET - C
SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	24	x	$_____	=$_____
2) 17 cubic yd. Dump Truck	24	x	$_____	=$_____
3) Jeep with 7' Plow	24	x	$_____	=$_____
4) Thermal Snow Melter – 150 ton	175	x	$_____	=$_____
5) Thermal Snow Melter – 75 ton	24	x	$_____	=$_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	=$_____
7) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=$_____
8) Payloader/Wheeled Dozer Power Angled Plows with Minimum Blade Width of 20' & Minimum Height of 42"	24	x	$_____	=$_____
9) Medium Duty Truck with 10' Blade And 5 yd. Spreader	24	x	$_____	=$_____
10) Spreader Plow Combinations with a minimum of 5 yd. Spreader and 7' Plow Blades	24	x	$_____	=$_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (C)

Sum of Items 1 thru 10

PRICING SHEET - D

SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	24	x	$_____	=$_____
2) 17 cubic yd. Dump Truck	24	x	$_____	=$_____
3) Jeep with 7' Plow	24	x	$_____	=$_____
4) Thermal Snow Melter – 150 ton	175	x	$_____	=$_____
5) Thermal Snow Melter – 75 ton	24	x	$_____	=$_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	=$_____
7) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=$_____
8) Payloader/Wheeled Dozer Power Angled Plows with Minimum Blade Width of 20' & Minimum Height of 42"	24	x	$_____	=$_____
9) Medium Duty Truck with 10' Blade And 5 yd. Spreader	24	x	$_____	=$_____
10) Spreader Plow Combinations with a minimum of 5 yd. Spreader and 7' Plow Blades	24	x	$_____	=$_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ **(D)**

Sum of Items 1 thru 10

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $_____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year $_____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $_____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year $_____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$_____

(A+B+C+D)

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements 3
6. Cell Phone or Port Authority Approved Equal Communication Device 3
7. Security Identification Card Requirements 3
8. Contractors Equipment 4
9. Vehicle Markings/ Identification 5
10. Vehicle Communications 5
11. GPS Tracking System Requirements 5
12. Space Provided to the Contractor 6
13. Off-Season Equipment Storage Space Availability 6
14. Cleanliness of Contractor Areas 6
15. No Structural Modifications or Alterations 6
16. Supplemental Work 6
17. Supervision 7
18. Pre-Snow Season Equipment Check 7
19. Pre-Snow Season Meeting 8
20. Description,Work & Equipment Required for Each Area (Non Supplemental) 8

PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean John F. Kennedy International Airport, Queens NY.

The term "Manager" shall mean the Manager of Maintenance at John F. Kennedy International Airport or his or her designated representative.

"Snowfall recorded" shall be defined to mean snowfall as recorded by the United States Weather Bureau at John F. Kennedy International Airport .

"Clearance of snow" shall be defined to mean the removal of snow or slush to the satisfaction of the Manager.

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the Work.

Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

When required, snow removal operations shall be performed on a twenty four (24) hour, seven (7) day per week basis.

3. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all things necessary to complete such services, including but not limited to labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. Unless specifically noted otherwise, all cost shall be deemed included cost in either the "1/10 inch" charge or the "hourly" charge for Supplemental Work as entered by the Contractor on the Price Sheets.

4. Activation of Contractor

At first flake or the appropriate accumulation level as set forth herein the Contractor shall commence snow removal operations.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because those accumulations may not be reached, for the purposes of this Contract, In such areas the snow removed shall equal the difference between the actual snowfall recorded and the snow removed by others prior to the commencement of Contractor snow removal activity. Snowfall recorded shall be the snow fall as recorded by the official National Weather Services at John F. Kennedy International Airport. In the event the official National Weather Service station is not recording at John F. Kennedy International

Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by November 1st.

The Contractor shall provide "on site" training to such personnel as the Manager may deem necessary.

6. Cell Phone or Port Authority Approved Equal Communication Device

The Contractor shall provide for all employees under this Contract a cell phone or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractors 1/10" charge.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between he Security ID Office and the company regarding all ID card matters.

- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.

- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.

- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently $29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit. The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Markings/ Identification

The Contractor's vehicles shall have distinctive marking identify the vehicle with the Contract area to which it is assigned. Such markings shall be subject to the approval of the Manager

10. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

11. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately thirty (30) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment.The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at $50,000 for the system hardware and software components, and an

estimated $5,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at $55,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged condition. Should the systems be damaged then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages."

12. Space Provided to the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th, for the staging of equipment required by this Contract.

13. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.
The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

14. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintain all contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

15. No Structural Modifications or Alterations

The Contractor shall perform no structural modifications or alterations without the written permission of the Manager. At the end of the snow season, all Contractor areas shall be inspected by the Manager and deductions shall be made from the payment due the Contractor for cleaning, structural repairs and the removal of debris due to the Contractor failing to maintain the areas, misusing or abusing them.

16. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered

by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

17. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract.

Each supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manager. Each Supervisor shall have a cell phone or Port Authority approved equal communication device. The cost of the supervisors shall be included in the "1/10 inch price." The supervisors shall be physically present in their assigned areas while snow removal activities are ongoing.

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations similar to those specified herein. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractors Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide five (5) supervisors at all times during snow removal operations. At least two (2) supervisors shall be dedicated to Area "A".

18. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the contractor's equipment to

ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair or replace the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost."

19. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the "1/10th inch count." This meeting shall take place during the first week in October.

20. Description, Work and Equipment Required for Each Area (Non Supplemental)

Areas must meet full operational requirements as determined by the Manager.

AREA "A"

At the accumulation of one inch of snow, clearance of snow from all aeronautical throats from Taxiway "B" through the Perimeter Service Road to the Unit Terminal Ramps in the Central Terminal Area. Additionally, this area shall include the entrance throat to the B-269 Police Emergency Garage for Taxiway "Q" while using the following rubber tired equipment:

5 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42"

5 - Payloader/wheeled dozers with 28' minimum pusher plow blade width and minimum height of 42"

AREA "B"

At the time when the accumulation of snow is one inch (1"), clearance of snow from the Aeronautical ramp and aircraft parking areas at the north and south sides of Hangars #3, 4 and 5 while using the following rubber tired equipment:

1 - Payloader/wheeled dozers with 28' minimum pusher plow blade width & minimum height of 42"

AREA "C"

At the first flake of snow (first flake), clearance of snow and the application of de-icing chemicals from Aeronautical Service Roads from and including Guard Post "H" to the United States Post Office Building # 250 inclusive and including all aeronautical roads leading to and including Guard Post "P". This area includes the 150th Street Underpass, all aeronautical service roads on the east and west sides of Taxiways "R" and "S" and all aeronautical roads leading to and including Guard Posts "G", "R" and "J".

3 – Spreader Plow Combinations with a minimum of 15-yard spreaders and 10' plow blades or any combination thereof

At 3" accumulation:

1 - Payloader/wheeled dozer with 12' to 20' power angled plow and minimum height of 42". This vehicle can be utilized at the discretion of the Manager to assist with throat snow removal.

AREA "D"

At First Flake, clearance of snow and the application of de-icing chemicals will commence on the Perimeter Service Road from the ramp at 150th Street and completely around The Central Terminal Area (CTA) back to that point (Both Lanes). Additionally, the Southwest Area Restricted Road (SWRSR) commencing at the intersection with the Perimeter Service Road to the Tanker Truck Parking Area located in the Main Fuel Storage Area and all aeronautical roads leading to and including Guard Posts "S", "V" and "W".

3 – Spreader Plow Combinations with a minimum of 15-yard spreaders and 10' plow blades or any combination thereof.

At 3" accumulation:

1 - Payloader/wheeled dozer with 12' to 20' power angled plow and minimum height of 42". This vehicle can be utilized at the discretion of the Manager to assist with throat snow removal.

AREA "E"

Throughout the duration of snow removal the Contractor shall brush-broom the center line lights of the areas, taxiways such that all AOA lights are visible.

At first flake, one (1) tow behind center line broom

At the accumulation of one inch of snow, clearance of snow from the North Cargo Taxiways starting at Taxiway "C" and through the following Taxiways: "CA", "CB", "CC", "CD", "CE", "W", "CF", "D", "CH" while using the following rubber tired equipment.

2 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42"

AREA "F"

The entire Aeronautical Area designated as Taxiway "S" from Taxiway "B" to the end of the Taxiway "S". Push the snow, leaving no berms, from east side of the RVSR across the Taxiway "S" to the taxiway safety area between Taxiways "R" & "S

2 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42

AREA "G"

Reserved

AREA "H"

At the time when the accumulation of snow is one inch (1"), clearance of snow from the Overnight Parking Area for General Aviation Aircraft, on the ramp of Hanger 16, including the entrance throat at the intersection of Taxiway "QF and the SWRSR H-16, including the entrance throat located at the intersection of Taxiway "PB" and the SWRSR, while using the following rubber tired equipment:

1 - Payloader/wheeled dozers with power angled blade of 20' minimum blade width & minimum height of 42

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

August 11, 2011

VIA REGULAR MAIL AND FAX (516) 371-1763

Snowlift LLC
96 Commercial Street
Freeport, NY 10520
ATTN: Michael Ferrucci – President

RE: SNOW REMOVAL SERVICES AT JOHN F. KENNEDY INTERNATIONAL AIRPORT – AERONAUTICAL AREAS FOR A TWO (2) YEAR TERM REQUIREMENTS CONTRACT – BID 24812
CONTRACT # 4600008761 / PO #4500062609

Dear Mr. Ferrucci:

Your bid including addenda #1, 2, & 3 dated June 8, 2011, addressing the referenced Contract has been accepted. The term of this Contract shall be for a two (2) year period effective November 1, 2011 through October 31, 2013, subject to earlier termination or extension as provided for in the Contract.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, please submit an original Certificate of Insurance to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th floor, New York, New York 10003. This Certificate must be annotated with CITS tracking number #3811N.

Your Contract Administrator is Ken Pietrowski who can be reached at (718) 244-3597. If you have any questions concerning the award of this Contract, please contact Luz Santana at (212) 435-3949.

For invoicing and correspondence purposes, Purchase Order #4500062609 has been assigned to this Contract.

Sincerely,

Lillian Valenti
Director
Procurement Department

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

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING
BID INFORMATION

TITLE: Snow Removal Services at John F. Kennedy International Airport – Non-Aeronautical Areas/Public Areas

BID NO.: 24813

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

BID DUE DATE: June 7, 2011 **TIME:** 11:00 AM

FACILITY INSPECTION: May 26, 2011 **TIME:** 10:00 AM

BUYER NAME: Robert Veit **PHONE NO.:** (212) 435-3916
FAX#: (212) 435-3959
E-mail: rveit@panynj.gov

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

SNOWLIFT LLC
(NAME OF BIDDING ENTITY)

96 COMMERCIAL STREET
(ADDRESS)

FREE PORT, NY 11520
(CITY, STATE AND ZIP CODE)

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

Ex. (1)
(FEDERAL TAX I.D. NO.)

516-371-1763
(FAX NO.)

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

X OTHER (SPECIFY): LIMITED LIABILITY COMPANY

Rev. 10/29/2003

INVITATION FOR BID

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

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices 11

PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

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

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

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

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

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

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

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

12. Qualification Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Facility Inspection

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

14. Available Documents - General

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

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

15. Pre-award Meeting

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

16. Price Preference

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

17. Good Faith Participation

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

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

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

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

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at http://www.panynj.gov/business-opportunities/supplier-diversity.html or by contacting the Port Authority's Office of Business Diversity and Civil Rights (formerly known as the Office of Business and Job Opportunity (OBJO)) at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

18. Certification of Recycled Materials

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

Recycling Definitions:

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

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

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

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

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

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

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

19. City Payroll Tax

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

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

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

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

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

20. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: SNOWCRAFT LLC Date: 6/8/2011

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

1. Packaging

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

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

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

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

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

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

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

2. Business Practices / Operations / Manufacturing

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

____ Recycles materials in the warehouse or other operations

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

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

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

____ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

____ ISO 14000 or adopted some other equivalent environmental management system

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

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

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

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

_____ _____ Name 6-8-2011 Date

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

1. Service(s) Required 2
2. Location(s) Services Required 2
3. Expected Date of Commencement of Contract 2
4. Contract Type 2
5. Duration of Contract 2
6. Price Adjustment during Base Term (Index Based) 2
7. Option Period(s) 2
8. Price Adjustment during Option Period(s) (Index Based) 2
9. Extension Period 2
10. Facility Inspection 2
11. Specific Bidder's Prerequisites 2
12. Available Documents 3
13. Certifications with Respect to the Contractor's Integrity Provisions: 3
14. Aids to Bidders 3

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. **Service(s) Required**
   Snow Removal in public areas at John F. Kennedy International Airport.

2. **Location(s) Services Required**
   John F. Kennedy International Airport Areas I, II, III, IV, V, VI, VII and VIII of the public areas, Queens NY.

3. **Expected Date of Commencement of Contract**
   On or about November 1, 2011.

4. **Contract Type**
   Requirements Service Contract .

5. **Duration of Contract**
   Two (2) years expiring on or about October 31, 2013.

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

7. **Option Period(s)**

   There shall be up to three (3), one (1) year Option Period(s).

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

9. **Extension Period**
   120 day Applicable

10. **Facility Inspection**
    Date and Time: Thursday, May 26, 2011 @ 10 AM

    Please contact Ken Pietrowski at kpietrowi@panynj.gov to confirm attendance and/or receive travel directions. PHOTO ID REQUIRED to attend meeting.

11. **Specific Bidder's Prerequisites**
    a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of a commercial snow clearing and removal business and during that

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

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract(s) for snow clearing and removal services.
c. The Contractor shall have all required equipment indicated in Part V of this Contract at the time of the submission of its bid.

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

12. Available Documents

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

Contract for Snow Removal Services at Non-Aeronautical Areas at John F. Kennedy International Airport, Contract 4600006479. If a potential bidder cannot attend the Facility visit, please contact Ken Pietrowski at kpietrowi@panynj.gov.

13. Certifications with Respect to the Contractor's Integrity Provisions:

The Bidder, by signing the bid, makes the certifications set forth in the Part III – Contractor's Integrity Provisions of the Standard Terms and Conditions. If the bidder cannot make any such certifications, it shall enclose a separate letter explanation of that inability ("Certification Statement").

The Port Authority may require a bidder to fill out its Background Qualification Questionnaire which can be accessed at http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip as a necessary condition prior to consideration for award.

14. Aids to Bidders

As an aid to bidders in estimating the appropriate amount of equipment/hours required for the performance of this Contract, the flowing historical data is provided:

The snowfall of record at John F. Kennedy International Airport for the five previous snow seasons recorded from the National Weather Service is as follows:

2006-2007- 14.7"
2007-2008- 11.2"
2008-2009-27.8"
2009-2010-41.3"
2010-2011-51.7
Average 29.34"

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

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

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **General Agreement**

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

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

2. **Duration**

a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").

b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

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

b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.

c) All invoices submitted by the Contractor shall reference the type of work, i.e. inch count or supplemental, the date(s) the work was performed, the areas serviced and in the case of supplemental work and inch count work, the number and types of equipment used, the start and finish times, the equipment (vehicle identification number and the total number of hours for each piece of equipment (See Pricing Sheets). Should the Contractor submit an incomplete or erroneous invoice such invoice will be returned to the Contractor unpaid and no payment shall be made until a correct invoice with a revised date of issuance is submitted by the Contractor.

With respect to Supplemental Work and all other work the Contractor shall provide an invoice with supportive documentation ("Job Ticket", see Pricing sheets) describing the type of vehicle(s), the hours worked, and a signature from a Manager's Representative authorizing the Work. The "Job Ticket" will have a number for reference purposes, as well as a Port Authority Alert Number, storm date start time, time activated, equipment identification number, start time and date, end time and date of storm, total hours of operation and a tally of hours worked that coincide with the hours charged on the invoice. No payments will be made without the acceptance by the Manager of a properly completed Job Ticket. Improperly completed Job Tickets shall be returned to the Contractor.

For each 1/10th of an inch of snow removed from the Facility, as described herein, compensation shall be the "Unit Price per 1/10th of an Inch" of snow for the appropriate area inserted by the Contractor in the section of the Pricing Sheets entitled "Snow Removal". The Unit Price shall be the compensation for all costs including all labor, supervision, equipment, fuel, oil and all things necessary for the performance of the work.

In the event no snowfall is recorded for the years set forth on the Pricing Sheets, or during the extension period(s), if any, the Contractor shall accept in full and complete consideration of all its duties and obligations the sum of one (1) dollar for each of the years and each of the extension periods.

For each piece of equipment specified herein which is utilized in the performance of Supplemental Work, Contractor shall be paid the applicable "Unit Price Per Hour" for such equipment inserted by the Contractor in the Pricing Sheets entitled "Supplemental Work" multiplied by the number of hours during which such equipment is utilized.

For each piece of equipment utilized as ordered by the Manager, the Contractor shall be compensated for eight hours of work notwithstanding that the actual number of hours of work is less than eight. The applicable rate(s) shall be those in effect at the time the order of the Manager is given. The "Unit Price Per Hour" for Supplemental Work includes compensation for all labor, supervision, equipment, fuel, oil, and any other thing necessary for the performance of the work. The Contractor's pricing shall be firm for the Base Term of this Contract and in the Option Years subject to escalation as hereinafter provided. The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefor shall be conclusive and binding.

d) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any

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

e) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

4. Price Adjustment

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

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve month anniversary of the Commencement Date of this Contract. The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

For the first Option Period, the Price Index shall be determined for the months of May 2012 and May 2013. The Unit Prices and Price Per Hour in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for May 2013 and the denominator of which is the Price Index for May 2012. The resulting product shall be the Unit Prices and Price Per Hour in the first Option Period.

For the second Option Period, the Price Index shall be determined for the months of May 2013 and May 2014.The Unit Prices and Price Per Hour in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2014 and the denominator of which is the Price Index for May 2013 .The

resulting product shall be the Unit Prices and Price Per Hour payable in the second Option Period.

For the third Option Period, the Price Index shall be determined for the months of May 2014 and May 2015. The Unit Prices and Price Per Hour payable in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2015 and the denominator of which is the Price Index for May 2014. The resulting product shall be the Unit Prices and Price Per Hour payable in the third Option Period.

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

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

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable to such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to the Port Authority excess amounts theretofor paid by to the Port Authority for such period.

The maintenance and service of the GPS system shall not be subject to adjustment, regardless of when it takes place.

5. Liquidated Damages

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

a) If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly

installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

b) Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment after which time, should the Contractor fail to repair or replace that item of equipment, liquidated damages of $200 per half hour or fraction thereof per piece of equipment shall be assessed until such time as the equipment is repaired or replaced.

c) Should the Contractor fail to provide a working cell phone type communication device or other previously approved communication device to the Supervisor or should the device not be in working order then liquidated damages in the amount of $100 per day per Nextel or other previously approved communication device will be assessed.

d) For each hour or part of an hour that the Contractor fails to have a Supervisor(s) physically present or for each hour or part of an hour that the Supervisor is not in the sole opinion of the Manager, satisfactorily engaged in the performance of his/her duties, liquidated damages in the amount of $200 per hour per Supervisor shall be assessed.

e) If the Contract fails to provide radio or another means of communication for each of its vehicles as required herein, the liquidated damages shall be assessed in the amount of $100 per day per vehicle.

f) Should the Contractor fail to equip each major piece of equipment with the required GPS system or have the system functional in each major piece of equipment, then liquidated damages in the amount of $200 per piece of equipment per day shall be assessed.

g) At the end of the term of the Contract, or any extension thereof, the Contractor shall return the GPS systems to Port Authority in an undamaged condition. If the Contractor fails to return the systems or returns the systems in a damaged condition then liquidated damages in the amount of $500 per system shall be assessed.

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

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

6. Insurance

Insurance Procured by the Contractor

Cits# 3810

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

Commercial General Liability Insurance - **$5 million** combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - **$5 million** combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of NY and NJ & The City of New York as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port

Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

[CITS #3810n].

7. **Integrity of Contractor**

The Port Authority may require the Contractor to make certain representations with respect to its integrity and responsibility prior to issuing a notice of award, or at any time during the term of the contract, which may include obligations above and beyond those contained in this solicitation ("Contractor Certification"), if the Port Authority deems such measures necessary to assess to responsibility of a contractor and/or mitigate any potential risk associated with a particular contractor.

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

The Manager shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than five (5) business days, said changes to be effective upon the date specified in said notice.

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

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

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

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

9. **Extra Work**

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

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

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

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

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

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

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

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

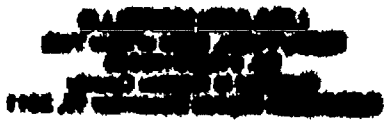
If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within five (5) business days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty four (24) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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



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

1. SIGNATURE SHEET

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

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

Bidding Entity SNOWLIFT LLC

Bidder's Address 96 COMMERCIAL STREET

City, State, Zip FREEPORT, NY 11520

Telephone No. 516-239-2123 FAX 516-371-1763

Email mike@snowlift.com EIN# _____ Ex. (1) _____

SIGNATURE _____ Date 6/8/2011

Print Name and Title MANAGING MEMBER + PRESIDENT
MICHAEL FERRUCCI

ACKNOWLEDGEMENT:

STATE OF: New York

COUNTY OF: Nassau

On this 8th day of June, 20 11, personally came before me, Michael Ferrucci, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Lisa Ann Marella
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

RECEIVED
2011 JUN -9 PM 12:05

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "Unit Price") for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET - A
FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	$ _____	=	$ _____
2. Area II	240	x	$ _____	=	$ _____
3. Area III	240	x	$ _____	=	$ _____
4. Area IV	240	x	$ _____	=	$ _____
5. Area VI	240	x	$ _____	=	$ _____
6. Area VII	240	x	$ _____	=	$ _____

SEE REPLACEMENT PAGES

TOTAL FOR PART I: $_____
(Add lines 1 through 6)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	$ _____	=	$ _____

TOTAL FOR PART II: $_____

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Net Cost Work GPS System	$50,000 (Installation)*
Maint. and Service	$25,0000*
Total for Item III.	**$75,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (A)

Add I + II +III = IV

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	$ _____	=	$ _____
2. Area II	240	x	$ _____	=	$ _____
3. Area III	240	x	$ _____	=	$ _____
4. Area IV	240	x	$ _____	=	$ _____
5. Area VI	240	x	$ _____	=	$ _____
6. Area VII	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 6)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	$ _____	=	$ _____

TOTAL FOR PART II: $_____

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Maint. and Service	$25,0000*

Total for Item III. $25,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (B)

Add I + II +III = IV

PRICING SHEET - C
SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	500	x	$_____	= $_____
2) 5 cubic yd. Salter with Plow	24	x	$_____	= $_____
3) 7 cubic yd. Salter with Plow	24	x	$_____	= $_____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	$_____	= $_____
5) 17 yd. Dump Truck	24	x	$_____	= $_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	= $_____
7) Bobcat or Compact Loader with Box Plow 9' – 12'	500	x	$_____	= $_____
8) Bobcat Type Skid Steer Loader	500	x	$_____	= $_____
9) Jeep with 7' Plow	24	x	$_____	= $_____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	= $_____
11) Thermal Snow Melter – 40 Ton	500	x	$_____	= $_____
12) Thermal Snow Melter – 150 Ton	500	x	$_____	= $_____
13) Farm Tractor Sidewalk Plow	24	x	$_____	= $_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (C)

Sum of Items 1 thru 13

PRICING SHEET - D

SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	500	x	$_____	= $_____
2) 5 cubic yd. Salter with Plow	24	x	$_____	= $_____
3) 7 cubic yd. Salter with Plow	24	x	$_____	= $_____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	$_____	= $_____
5) 17 yd. Dump Truck	24	x	$_____	= $_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	= $_____
7) Bobcat or Compact Loader with Box Plow 9' – 12'	500	x	$_____	= $_____
8) Bobcat Type Skid Steer Loader	500	x	$_____	= $_____
9) Jeep with 7' Plow	24	x	$_____	= $_____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	= $_____
11) Thermal Snow Melter – 40 Ton	500	x	$_____	= $_____
12) Thermal Snow Melter – 150 Ton	500	x	$_____	= $_____
13) Farm Tractor Sidewalk Plow	24	x	$_____	= $_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (D)

Sum of Items 1 thru 13

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $_____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year $_____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $_____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year $_____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$_____

(A+B+C+D)

Revised 6/6/2011

PRICING SHEET - A
FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	$ 1,663.-	= $	399,120.-
2. Area II	240	x	$ 958.-	= $	229,920.-
3. Area III	240	x	$ 293.-	= $	70,320.-
4. Area IV	240	x	$ 175.-	= $	42,000.-
5. Area V	240	x	$ 293.-	= $	70,320.-
6. Area VI	240	x	$ 118.-	= $	28,320.-
7. Area VIII	240	x	$ 88.-	= $	21,120.-

TOTAL FOR PART I: $ 861,120.-
(Add lines 1 through 7)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	$ 35.00	= $	70,000.-

TOTAL FOR PART II: $ 70,000.-

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

SNOWNET LLC

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Net Cost Work GPS System	$50,000 (Installation)*
Maint. and Service	$25,0000*
Total for Item III.	**$75,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 1,006,120.- (A)

Add I + II +III = IV

Revised 6/6/2011

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	$ 1,696.-	=	$ 407,040.-
2. Area II	240	x	$ 977.-	=	$ 234,480.-
3. Area III	240	x	$ 299.-	=	$ 71,760.-
4. Area IV	240	x	$ 179.-	=	$ 42,960.-
5. Area V	240	x	$ 299.-	=	$ 71,760.-
6. Area VI	240	x	$ 120.-	=	$ 28,800.-
7. Area VIII	240	x	$ 90.-	=	$ 21,600.-

TOTAL FOR PART I: $ 878,400.-
(Add lines 1 through 7)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	$ 36.00	=	$ 72,000.-

TOTAL FOR PART II: $ 72,000.-

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

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Maint. and Service	$25,0000*

Total for Item III. $25,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 975,400.- (B)

Add I + II + III = IV

Revised 6/6/2011

PRICING SHEET - C

SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	$175.-	=$30,625.-
2) 5 cubic yd. Salter with Plow	24	x	$175.-	=$4,200.-
3) 7 cubic yd. Salter with Plow	24	x	$175.-	=$4,200.-
4) Pickup with 3 cubic yd. Salter with Plow	24	x	$100.-	=$2,400.-
5) 17 yd. Dump Truck	24	x	$120.-	=$2,880.-
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$185.-	=$4,440.-
7) Bobcat or Compact Loader with Box Plow 9' – 12'	150	x	$100.-	=$15,000.-
8) Bobcat Type Skid Steer Loader	150	x	$100.-	=$15,000.-
9) Jeep with 7' Plow	24	x	$100.-	=$2,400.-
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$155.-	=$3,720.-
11) Thermal Snow Melter – 40 Ton	100	x	$400.-	=$40,000.-
12) Thermal Snow Melter – 150 Ton	175	x	$1,200.-	=$210,000.-
13) Farm Tractor Sidewalk Plow	24	x	$65.-	=$1,560.-

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 336,425.- (C)

Sum of Items 1 thru 13

Revised 6/6/2011

PRICING SHEET - D

SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	$ 175.-	= $ 30,625.-
2) 5 cubic yd. Salter with Plow	24	x	$ 175.-	= $ 4,200.-
3) 7 cubic yd. Salter with Plow	24	x	$ 175.-	= $ 4,200.-
4) Pickup with 3 cubic yd. Salter with Plow	24	x	$ 100.-	= $ 2,400.-
5) 17 yd. Dump Truck	24	x	$ 120.00	= $ 2,880.-
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$ 185.-	= $ 4,440.-
7) Bobcat or Compact Loader with Box Plow 9' – 12'	150	x	$ 100.-	= $ 15,000.-
8) Bobcat Type Skid Steer Loader	150	x	$ 100.-	= $ 15,000.-
9) Jeep with 7' Plow	24	x	$ 100.-	= $ 2,400.-
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$ 155.-	= $ 3,720.-
11) Thermal Snow Melter – 40 Ton	100	x	$ 400.-	= $ 40,000.-
12) Thermal Snow Melter – 150 Ton	175	x	$ 1,200.-	= $ 210,000.-
13) Farm Tractor Sidewalk Plow	24	x	$ 65.-	= $ 1,560.-

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 336,425.- (D)

Sum of Items 1 thru 13

Revised 6/6/2011

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $ 1,006,120.—

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year $ 975,400.—

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $ 336,425.—

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year $ 336,425.—

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$ 2,654,370.—
(A+B+C+D)

PROCUREMENT DEPT
2011 JUN -9 PM 12:04

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements 3
6. Cell Phone or Port Authority Communication Device 3
7. Security Identification Card Requirements 3
8. Contractors Equipment 4
9. Vehicle Markings/ Identification 5
10. Vehicle Communications 5
11. Vehicle Malfunction or Breakdown 5
12. GPS Tracking System Requirements 5
13. Snow Removal (Manual Labor) 6
14. Space Provided the Contractor 6
15. Off-Season Equipment Storage Space Availability 6
16. Cleanliness of Contractor Areas 7
17. No Structural Modifications or Alterations 7
18. Supplemental Work 7
19. Supervision 8
20. Pre-Snow Season Equipment Check 8
21. Pre-Snow Season Meeting 8
22. Work and Equipment Required for Each Area (Non -Supplemental) 9

PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean John F. Kennedy International Airport, Queens NY .

The term "Manager" shall mean the Manager of Maintenance at John F. Kennedy International Airport or his or her designated representative.

"Snowfall recorded" shall be defined to mean snowfall as recorded by the United States Weather Bureau at John F. Kennedy International Airport .

"Clearance of snow" shall be defined to mean the removal of snow, or slush with to the satisfaction of the Manager

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the Work.

Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

When required, snow removal operations shall be performed on a continuous twenty-four (24) hour, seven (7) day per week basis.

3. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all things necessary to complete such services, including but not limited to labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. Unless specifically noted otherwise, all costs shall be deemed included cost in either the "1/10 inch" charge or the "hourly" charge for Supplemental Work as entered by the Contractor on the Price Sheets.

4. Activation of Contractor

At first flake or the appropriate accumulation as set forth herein the Contractor shall commence snow removal operations.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded. Snowfall recorded shall be the snow fall as recorded by the official United States Weather Bureau at John F. Kennedy International Airport. In the event the official United States Weather Bureau station is not recording at John F. Kennedy International Airport the amount of snow fall

shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. **Personnel Requirements**

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned..

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by October 15th.

The Contract shall provide "on site" training to such personnel as the Manger may deem necessary.

6. **Cell Phone or Port Authority Communication Device**

The Contractor shall provide for all employees under this Contract a Cell or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractors 1/10" charge.

7. **Security Identification Card Requirements**

a.) **Company Requirements**

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between he Security ID Office and the company regarding all ID card matters.

- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.

- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.

- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) **Individual Requirements**

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently $29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit. The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Markings/ Identification

Each piece of equipment, including vehicles provided to Supervisors shall bear a unique and distinctive marking as directed by the Manager.

10. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

11. Vehicle Malfunction or Breakdown

Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment

12. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately sixty-nine (69) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment.The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at $50,000 for the system hardware and software components, and an estimated $25,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at $75,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged condition. Should the systems be damaged then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages

13. Snow Removal (Manual Labor)

At the direction of the Manager, upon four hours notice, the Contractor shall provide manual laborers for the removal of snow using shovels, snow blowers, ice scrapers, etc.

The number of workers required will be set by the Manager.

All snow removal efforts shall be subject to the approval of the Manager.

Work shall consist of, but not necessarily be limited to the clearing of snow from bus shelters, sidewalks, crosswalks and the digging out of automobiles in parking lots.

Compensation shall be on the per hour rate entered by the contractor on the Pricing Sheets. The hourly rate entered by the Contractor shall include the cost of labor, supervision, equipment an all other things associated with the work. The Contractor shall be guaranteed a minimum of eight (8)hours work per laborer. Historically, six (6) laborers have been utilized per event.

14. Space Provided the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th , for the staging of equipment required by this Contract .

15. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.

The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

16. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintaining all Contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

17. No Structural Modifications or Alterations

The Contractor shall perform no structural modifications or alterations without the written permission of the Manager. At the end of the snow season, all Contractor areas shall be inspected by the Manager and deductions shall be made from the payment due the Contractor for cleaning, structural repairs and the removal of debris due to the Contractor failing to maintain the areas, misusing or abusing them.

18. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

19. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract. Each supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manger. Each Supervisor shall have a cell phone or Port Authority approved equal communication device.The supervisor shall remain on duty in the designated areas at all times during the snow removal operations. The cost of the supervisors shall be included in the "1/10 inch price."

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations at a large airport. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractors Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide four (4) supervisors at all times during snow removal operations. Additional supervisors may be required at the direction of the Manager for additional Equipment.

20. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost."

21. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the "1/10th inch count." This meeting shall take place during the first week in October

22. Work and Equipment Required for Each Area (Non -Supplemental)

AREA I - PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA

Clearance of snow from the Green Lot, Blue Lot, Orange Lot, Red Lot, Yellow Lot - including all garages. The melting of snow from the Yellow and Orange Roof Tops. Include approach ramps, entrances, and exits to all parking lots and garages, and helixes to upper levels of multi level parking structures. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

1 – Supervisor in radio equipped vehicle
3 – Five-Yard (5 yd.) salt spreaders with plow
3 – Three-Yard (3 yd.) acetate spreaders with soft edged plows

All three-yard equipment shall be capable of spreading sodium acetate and plowing snow on structural garage helixes, levels, and ramps. Loaded equipment shall be such physical dimension as to negotiate overhead obstructions and tight radius turns without exceeding the weight bearing limitations of said structures.

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
5 – Skid steers with 8' box plow
1 – Pay loader with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
1– Five-Yard (5 yd.) salt spreader with plow
1 – Three-Yard (3 yd.) acetate spreader with soft edged plows
2 – Forty (40) ton snow melters, 2 – skid steers with 8' interchangeable soft edged box plow and bucket
4 – Pay loaders with 12' box plow

At the accumulation of six inches (6") of snow, in addition to the equipment prescribed for the three inches of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
5 – 3 Cu. Yd. front-end loaders

AREA II – EMPLOYEE AND LONG TERM PARKING LOTS

Clearance of snow from the Employee Lot and Long Term Parking Lot, include all entrances and exits to both parking lots. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

1 – Supervisor in radio equipped vehicle
3 – Five-Yard (5 yd.) salt spreaders with plow

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

3 – Skid steers with 8' box plow
3 – Pay loaders with 12' box plow

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
2 – Five-Yard (5 yd.) salt spreader with plow
3 – Skid steers with 8' box plow
3- Pay loaders with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

AREA III ANCILLARY ROADWAYS

At First Flake the clearance of snow from Airport Ancillary Roadways consisting of Lefferts Blvd from the airport boundary to Lefferts Oil Company, JFK Airtrain Lefferts Boulevard Station's Kiss-and-Fly roadways, Aqueduct Road from Lefferts Blvd. to the racetrack's guard booth including roadway behind Lot 9, Pan Am Road, CNG Fueling Station, 134th St., 150th Ave., Bergen Rd., Federal Circle, 130th Pl., North Service, South Service Rd. and B-206, Aviation Way & auxiliary parking lot, East Hangar Rd, all interconnecting bridges, underpasses, spurs, exits, entrances and the public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

1 – Supervisor in radio equipped vehicle
2– 15-Yd. salt spreaders with 10-ft. plows

At 1" accumulation:

15 yard salt spreader with 10' plow.

At 3" accumulation:

15 yard salt spreader with 10' plow.

AREA IV BUILDING 208/209, 267 and BULK FUEL FARM

At First Flake, clearance of snow from Buildings 208/209,267 and Bulk Fuel Farm truck route, route including entrance and exit roads, Commissary Road, West Hangar Road utilizing the following equipment:

1 – Five-Yard (5 yd.) salt spreader with plow
1 - 3 Cu. Yd. front-end loader
1-15 yd salt spreader with 10' plow

At 1" accumulation:

1-15 yd salt spreader with 10' plow

At 3" accumulation:

1-Front end loader with 12' box plow.

AREA V – Reserved

AREA VI BUILDING 141 PARKING LOT

At first flake of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1-15 yd salt spreader with 10' plow

At the accumulation of one inch (1") of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1 – Front end loader with 8' box plow
1 – Front end loader with 12' box plow
1-15 yd salt spreader with 10' plow

AREA VII Reserved

AREA VIII BUILDINGS 254 & 269 PARKING LOTS

At First Flake, the clearance of snow from Buildings 254 & 269 Parking Lots. This work shall be performed utilizing the following equipment:

1 – Five-Yard (5 yd.) salt spreader with plow

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation above, work shall be performed utilizing the following added equipment:

1 – Five-Yard (5 yd.) salt spreader with plow

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS 3

PART II GENERAL PROVISIONS 4

1. Facility Rules and Regulations of The Port Authority 4
2. Contractor Not An Agent 4
3. Contractor's Warranties 5
4. Personal Non-Liability 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination 6
6. Rights and Remedies of the Port Authority 6
7. Rights and Remedies of the Contractor 6
8. Submission To Jurisdiction 6
9. Harmony 7
10. Claims of Third Persons 7
11. No Third Party Rights 8
12. Provisions of Law Deemed Inserted 8
13. Costs Assumed By The Contractor 8
14. Default, Revocation or Suspension of Contract 8
15. Sales or Compensating Use Taxes 11
16. No Estoppel or Waiver 11
17. Records and Reports 11
18. General Obligations 12
19. Assignments and Subcontracting 14
20. Indemnification and Risks Assumed By The Contractor 14
21. Approval of Methods 15
22. Safety and Cleanliness 15
23. Accident Reports 15
24. Trash Removal 16
25. Lost and Found Property 16
26. Property of the Contractor 16
27. Modification of Contract 16
28. Invalid Clauses 16
29. Approval of Materials, Supplies and Equipment 16
30. Intellectual Property 17
31. Contract Records and Documents – Passwords and Codes 17
32. Designated Secure Areas 18
33. Notification of Security Requirements 18
34. Construction In Progress 20
35. Permit-Required Confined Space Work 20
36. Signs 20
37. Vending Machines, Food Preparation 21
38. Confidential Information/Non-Publication 21
39. Time is of the Essence 22
40. Holidays 22
41. Personnel Standards 22
42. General Uniform Requirements for Contractor's Personnel 22
43. Labor, Equipment and Materials Supplied by the Contractor 23
44. Contractor's Vehicles – Parking - Licenses 23

45. Manager's Authority 23
46. Price Preference 23
47. Good Faith Participation 24

PART III CONTRACTOR'S INTEGRITY PROVISIONS 24
1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information 24
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees 25
3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts 26
4. No Gifts, Gratuities, Offers of Employment, Etc. 26
5. Conflict of Interest 27
6. Definitions 28

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

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

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

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

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

4. Personal Non-Liability

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

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

d. The right to money damages.

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

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

18. General Obligations

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

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

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

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

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

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

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

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

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

manner.

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

19. Assignments and Subcontracting

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

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

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

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

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

23. Accident Reports

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

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

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

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

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

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

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

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

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

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

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

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor's Personnel

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

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 5/24/2011

ADDENDUM #1

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/Public Areas

☒ Due back on June 7, 2011, no later than 11:00AM

☐ Originally due on , no later than 11:00AM

QUESTIONS & ANSWERS

The following information is made available in response to questions submitted by bidders to the Port Authority. It addresses only those questions, which the Port Authority of NY&NJ has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a bidder does not mean or imply, nor should it be deemed to have any meaning, construction or implication with respect to the terms and provision of the sales offer document which will be construed without reference to such questions.

Question

When I forwarded an email to the email listed in the bid book to confirm attendance facility inspection it was bounced back. Please confirm email address?

Answer

The correct email address for Ken Pietrowksi is kpietrow@panynj.gov and his telephone number is 718-244-3597

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

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

PROCUREMENT DEPT
2011 JUN -9 PM 12:03

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: SNOWLIFT LLC

INITIALED: _____

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

RECEIVED
2011 JUN -9 PM 12:04
PROCUREMENT DEPARTMENT

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

6/3/2011

ADDENDUM #2

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/PublicAreas

☒ Due back on June 9, 2011, no later than 11:00AM

☐ Originally due on June 7, 2011, no later than 11:00 AM

I. Changes/Modifications

The following changes/modifications are hereby made in the documents:

This bid is hereby postponed until June 9, 2011, no later than 11:00 AM.

A. **Page 4 of Part III, Section 3, "Payment" Paragraph c), last paragraph delete the last sentence:**
"The determination of the Manager as to what services constitute Supplemental Work and as to the amount paid therefore shall be conclusive and binding."
and insert:
"The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets, shall be final and binding."

B. **Page 7 of Part III, Section 5, "Liquidated Damages," Paragraph 1., subparagraph b) add the following sentence to the end of this paragraph, "The liquidated damages shall continue until the first piece of like equipment is released."**

C. **Delete Part IV in its entirety and replace with the attached labeled "Revised, June 3, 2011"**

D. **Delete Part V in its entirety and replace with the attached labeled "Revised, June 3, 2011"**

2011 JUN -6 PM 12:0 PROCUREMENT

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidder. The responses should not be deemed to answer all questions, which have been submitted by Bidder to the Port Authority. It addresses only those questions, which the

PS11All

Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

1. **On Liquidated Damages, we would like to see wording as when Liquidated Damages "end". We would suggest that hourly based Liquidated Damages for lack of equipment be cut off at the point when the first piece of equipment of a similar type has been released by the Port. In the 2006 bid, via Addendum # 1, Letter H, the Port added wording saying "The liquidated damages shall continue until the first piece of like equipment is released." We would like to see the same change added to this bid.**

Response 1 : See Letter I.B. above.

2. **In Part III, Page 4, #3c, in the last paragraph, it is stated "The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefore shall be conclusive and binding." In the 2006 bid, via Addendum #1, Letter D, the Port modified the wording to say "The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets shall be final and binding." We would like to see the same change Added to this bid.**

Response 2: See Letter I. A. above.

3. **In Part V, Page 11, Area IV, Why is a 3 yard loader needed for first flake? It was originally removed in an Addendum.Question # 3**

Response 3: See Letter I.D. above.

4. **In Part V, Page 2, #1, the definition of Clearance of Snow is defined as "the removal of snow, or slush to the satisfaction of the Manager." Specifically with regard to those areas where there are First Flake requirements, we believe there should be language in the agreement that clearly states that when there is no more "removal" of snow or slush being performed, that the Port will release us and not require us to remain, in a "standby" mode or to revert back to spreading materials (as is performed at "First Flake"). We would like to see the language reflect that when the snow removal is done we will be released and any subsequent services or any call back to handle drifting or icing would be handled as Supplemental Work.**

Response 4: As stated in the agreement, Clearance of Snow is "the removal of snow, or slush to the satisfaction of the Manager."

5. **In Part V, Page 5, #12, we have questions regarding the GPS system. Will we be able to bill for the costs of removal at the end of the contract? Will the Port allow us to have the tracking capability? If not, will the Port routinely provide us with printouts that show the activity from each snow event.**

Response 5: The GPS System shall be returned to the Port Authority at no additional cost to the Port Authority. The Contractor will not have tracking capability, however, the Port Authority will make every effort to supply reports to the Contractor.

6. **Can pay loaders and skid steers with box blades be pre-positioned in the parking areas since these pieces of equipment are difficult to move?**

Response 6: The skid steers can be pre-positioned and some of the pay loaders will be able to be pre-positioned. The Port Authority will try and make as much space as possible available for the pay loaders.

7. **Are previous pricing sheets available?**

Response 7: Previous pricing sheets are attached to this addendum.

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

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

THE PORT AUTHORITY OF NY & NJ

PS11All

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: SNOWLIFT LLC

INITIALED: [signature]

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

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

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN# _____

SIGNATURE_____ Date_____

Print Name and Title_____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___day *of*_____, 20 , personally came before me, _____,who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

_____
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "Unit Price") for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET
FIRST YEAR
SNOW REMOVAL

I

DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
Area I	240	x	$ _____	=	$ _____
Area II	240	x	$ _____	=	$ _____
Area III	240	x	$ _____	=	$ _____
Area IV	240	X	$ _____	=	$ _____
Area V	240	x	$_____	=	$_____
Area VI	240	x	$ _____	=	$ _____
Area VIII	240	x	$ _____	=	$ _____

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
Snow Labor	2,000	x	$ _____	=	$ _____

TOTAL FOR ITEM I $_____
(SUM OF AREAS I-VIII AND SNOW LABOR)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II. Net Cost Work GPS System	$50,000 (Inst.)*
Maint. and Service	$25,0000*
Total for Item II.	**$75,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (A)

Add I + II = III

PRICING SHEET
SECOND YEAR
SNOW REMOVAL

I

DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
Area I	240	x	$ _____	=	$ _____
Area II	240	x	$ _____	=	$ _____
Area III	240	x	$ _____	=	$ _____
Area IV	240	x	$ _____	=	$ _____
Area V	240	x	$ _____	=	$ _____
Area VI	240	x	$ _____	=	$ _____
Area VIII	240	x	$ _____	=	$ _____

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		TOTAL ESTIMATED ANNUAL CONTRACT PRICE
Snow Labor	2,000	x	$ _____	=	$ _____

TOTAL FOR ITEM I: $_____
(SUM OF AREAS I-VIII AND SNOW LABOR)

***Paid only If Performed**

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II. Net Cost Work GPS System Maint. and service Only	$5,000*

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11 .

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (B)

Add I + II = III

PRICING SHEET

FIRST YEAR
SUPPLEMENTAL
EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
1)3 Cubic Yd. Payloader	175	x	$_____	=	$_____
2)5 Cubic Yard Salter w/ Plow	24	x	$_____	=	$_____
3)7 Cubic Yard Salter w/ Plow	24	x	$_____	=	$_____
4)Pickup with 3 Cubic Yard Salter w/ Plow	24	x	$_____	=	$_____
5)17 Yd. Dump Truck	24	x	$_____	=	$_____
6)Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$_____	=	$_____
7)Bobcat or Compact Loader w/box plow 9'-12'	150	x	$_____	=	$_____
8)Bobcat Type Skid Steer Loader	150	x	$_____	=	$_____
9)Jeep w/ 7' plow	24	x	$_____	=	$_____
10)Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=	$_____
11)Thermal Snow Melter-40 Ton	100	x	$_____	=	$_____
12)Thermal Snow Melter-150Ton	175	x	$_____	=	$_____

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

13)Farm Tractor Sidewalk Plow	24	x	$_____	=	$_____

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (C)

Sum of Item 1 thru 13

PRICING SHEET

SECOND YEAR

SUPPLEMENTAL EQUIPMENT

DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
1)3 Cubic Yd. Payloader	175	x	$_____	=	$_____
2)5 Cubic Yard Salter w/ Plow	24	x	$_____	=	$_____
3)7 Cubic Yard Salter w/ Plow	24	x	$_____	=	$_____
4)Pickup with 3 Cubic Yard Salter w/ Plow	24	x	$_____	=	$_____
5)17 Yd. Dump Truck	24	x	$_____	=	$_____
6)Highway Plow Truck with 7' Blade & 10 Yd. Spreader	24	x	$_____	=	$_____
7)Bobcat or Compact Loader w/box plow 9'-12'	150	x	$_____	=	$_____
8)Bobcat Type Skid Steer Loader	150	x	$_____	=	$_____
9)Jeep w/ 7' plow	24	x	$_____	=	$_____
10)Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=	$_____
11)Thermal Snow Melter-40 Ton	100	x	$_____	=	$_____
12)Thermal Snow Melter-150Ton	175	x	$_____	=	$_____

13)Farm Tractor Sidewalk Plow 24 x $_____ = $_____

TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (D)

Sum of Item 1 thru 13

PRICING SHEET SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $_____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year
$_____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $_____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year
$_____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$_____
(A+B+C+D)

Revised June 3, 2011

PART V – SPECIFICATIONS, TABLE OF CONTENTS

Revised June 3, 2011 1
PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements 3
6. Cell Phone or Port Authority Communication Device 3
7. Security Identification Card Requirements 3
8. Contractors Equipment 4
9. Vehicle Communications 5
10. Vehicle Malfunction or Breakdown 5
11. GPS Tracking System Requirements 5
12. Snow Removal (Manual Labor) 6
13. Space Provided the Contractor 6
14. Off-Season Equipment Storage Space Availability 6
15. Cleanliness of Contractor Areas 7
16. Supplemental Work 7
17. Supervision 8
18. Pre-Snow Season Equipment Check 8
19. Pre-Snow Season Meeting 8
20. Work and Equipment Required for Each Area (Non -Supplemental) 9

those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded. Snowfall recorded shall be the snow fall as recorded by the official United States Weather Bureau at John F. Kennedy International Airport. In the event the official United States Weather Bureau station is not recording at John F. Kennedy International Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. **Personnel Requirements**

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned..

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by October 15th.

6. **Cell Phone or Port Authority Communication Device**

The Contractor shall provide for all employees under this Contract a cell phone or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractor's Unit Price per 1/10 of an Inch charge.

7. **Security Identification Card Requirements**

a.) **Company Requirements**

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between he Security ID Office and the company regarding all ID card matters.

- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.

- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.

- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently $29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit.

The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

10. Vehicle Malfunction or Breakdown

Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment

11. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately sixty-nine (69) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment.The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at $50,000 for the system hardware and software components, and an estimated $25,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at $75,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged and workingcondition. Should the systems be damaged and in non working condition then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages

12. Snow Removal (Manual Labor)

At the direction of the Manager, upon four hours notice, the Contractor shall provide manual laborers for the removal of snow using shovels, snow blowers, ice scrapers, etc.

The number of workers required will be set by the Manager.

All snow removal efforts shall be subject to the approval of the Manager.

Work shall consist of, but not necessarily be limited to the clearing of snow from bus shelters, sidewalks, crosswalks and the digging out of automobiles in parking lots.

Compensation shall be on the per hour rate entered by the contractor on the Pricing Sheets. The hourly rate entered by the Contractor shall include the cost of labor, supervision, equipment an all other things associated with the work. The Contractor shall be guaranteed a minimum of eight (8)hours work per laborer. Historically, six (6) laborers have been utilized per event.

13. Space Provided the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th , for the staging of equipment required by this Contract .

14. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.

The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

15. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintaining all Contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

16. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

17. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract.

Each Supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manager. Each Supervisor shall have a cell phone or Port Authority approved equal communication device. The cost of the Supervisors shall be included in the "Unit Price per 1/10 of an Inch" price." The Supervisors shall be physically present in their assigned areas while snow removal activities are ongoing.

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations similar to those specified herein. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractor's Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide five (5) Supervisors at all times during snow removal operations. At least two (2) Supervisors shall be dedicated to Area "A".

18. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the Contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost" in the Unit Price per $1/10^{th}$ of an inch.

19. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall

be included in the "1/10th inch count." This meeting shall take place during the first week in October

20. Work and Equipment Required for Each Area (Non -Supplemental)

AREA I - PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA

Clearance of snow from the Green Lot, Blue Lot, Orange Lot, Red Lot, Yellow Lot, Central Taxi Hold (including permits and charter bus staging area) - including all garages. The melting of snow from the Yellow and Orange Roof Tops. Include approach ramps, entrances, and exits to all parking lots and garages, and helixes to upper levels of multi level parking structures.This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

1 – Supervisor in radio equipped vehicle
4 – Five-Yard (5 yd.) salt spreaders with plow
3 – Three-Yard (3 yd.) acetate spreaders with soft edged plows

All three-yard equipment shall be capable of spreading sodium acetate and plowing snow on structural garage helixes, levels, and ramps. Loaded equipment shall be such physical dimension as to negotiate overhead obstructions and tight radius turns without exceeding the weight bearing limitations of said structures.

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
5 – Skid steers with 8' box plow
1 – Pay loader with 12' box plow
2 – Forty (40) ton snow melters,
2 – skid steers with 8' interchangeable soft edged box plow and bucket

The lots must be maintained in an operational condition subject to the approval of the Manager.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
1– Five-Yard (5 yd.) plow truck
1 – Three-Yard (3 yd.) acetate spreader with soft edged plows
4 – Pay loaders with 12' box plow

AREA II – EMPLOYEE AND LONG TERM PARKING LOTS

Clearance of snow from the Employee Lot and Long Term Parking Lot, include all entrances and exits to both parking lots. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

1 – Supervisor in radio equipped vehicle
3 – Five-Yard (5 yd.) salt spreaders with plow

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

3 – Skid steers with 8' box plow
3 – Pay loaders with 12' box plow

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
1 – Five-Yard (5 yd.) salt spreader with plow
3 – Skid steers with 8' box plow
3- Pay loaders with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

AREA III ANCILLARY ROADWAYS

At First Flake the clearance of snow from Airport Ancillary Roadways consisting of Lefferts Blvd from the airport boundary to Lefferts Oil Company, JFK Airtrain Lefferts Boulevard Station's Kiss-and-Fly roadways, Aqueduct Road from Lefferts Blvd. to the racetrack's guard booth including roadway behind Lot 9, Pan Am Road, CNG Fueling Station, 134th St., 150th Ave., Bergen Rd., Federal Circle, 130th Pl., North Service, South Service Rd. and B-206, Aviation Way & auxiliary parking lot, East Hangar Rd, all interconnecting bridges, underpasses, spurs, exits, entrances and the public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

1 – Supervisor in radio equipped vehicle

2– 15-Yd. salt spreaders with 10-ft. plows

At 1" accumulation:

15 yard salt spreader with 10' plow.

At 3" accumulation:

15 yard salt spreader with 10' plow.

AREA IV BUILDINGS 208/209, 267,111, 141. CELL PHONE LOT and BULK FUEL FARM

At First Flake, clearance of snow from Buildings 208/209,267,111,141 Cell Phone Lot and Bulk Fuel Farm truck route, route including entrance and exit roads, Commissary Road, West Hangar Road utilizing the following equipment:

1-7 yd salt spreader with 10' plow

At 1" accumulation:

1-Truck with 10' plow

At 3" accumulation:

1-Front end loader with 12' box plow.

This fron end loader shall continuously plow Bldgs. 141, 111 and the Cell Phone Lot.

AREA V –Cargo Area Roadway

Clearence of snow from Airport Roadways and Rioadway Bus Stops in the Cargo Areas Cand D from Cargo Service road (at the Federal Circle) up to JFK Expressway and from JFK Expressway up to Building 254, including the JFK Airtrain Federal Circle Station roadway loops (north and south). This includes all entrances to JFK from Rockaway Blvd, 150th Street and public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

At first flake

1 – Supervisor in radio equipped vehicle
2– 15-Yd. salt spreaders with 10-ft. plows

At 1" accumulation:

15 yard salt spreader with 10' plow.

At 3" accumulation:

15 yard salt spreader with 10' plow

AREA VI BUILDING 141 PARKING LOT

At first flake of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1-7 yd salt spreader with 10' plow

At the accumulation of one inch (1") of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1 – Skid Steer with 8' box plow

AREA VII Reserved

AREA VIII BUILDINGS 206, 254 & 269 PARKING LOTS

At First Flake, the clearance of snow from Buildings 206, 254 & 269 Parking Lots. This work shall be performed utilizing the following equipment:

1 – Pickup truck with 7' plow and salt spreader.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation above, work shall be performed utilizing the following added equipment:

1 Pickup truck with 7' plow and salt spreader.

I. PRICING SHEET
FIRST YEAR
SNOW REMOVAL

A. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CHARGE
1. Area A	240	x	$ 113.44	=	$ 27,225.60
2. Area B	240	x	$ 412.91	=	$ 99,098.40
3. Area C	240	x	$ 195.11	=	$ 46,826.40
4. Area D	240	x	$ 195.11	=	$ 46,826.40
5. Area E	240	x	$ 195.11	=	$ 46,826.40
6. Area F	240	x	$ 763.56	=	$ 183,254.40
7. Area G	240	x	$ 580.80	=	$ 139,392.00
8. Area H	240	x	$ 81.68	=	$ 19,603.20
9. Lots 1, 3, 4 and 5	240	x	$ 1215.84	=	$ 291,801.60
10. Lots 6, 7 and 10E	240	x	$ 989.78	=	$ 237,547.20

TOTAL FOR ITEM A: $ 1,138,401.60

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CHARGE
B. Net Cost Work GPS System	$55,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

I. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 1,193,401.60
Add A + B = I

II PRICING SHEET
SECOND YEAR
SNOW REMOVAL

A. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CHARGE
1. Area A	240	x	$ 113.44	=	$ 27,225.60
2. Area B	240	x	$ 412.91	=	$ 99,098.40
3. Area C	240	x	$ 195.11	=	$ 46,826.40
4. Area D	240	x	$ 195.11	=	$ 46,826.40
5. Area E	240	x	$ 195.11	=	$ 46,826.40
6. Area F	240	x	$ 763.56	=	$ 183,254.40
7. Area G	240	x	$ 580.80	=	$ 139,392.00
8. Area H	240	x	$ 81.68	=	$ 19,603.20
9. Lots 1, 3, 4 and 5	240	x	$ 1215.84	=	$ 291,801.60
10. Lots 6, 7 and 10E	240	x	$ 989.78	=	$ 237,547.20

TOTAL FOR ITEM A: $1,138,401.60

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CHARGE
B. Net Cost Work GPS System	$5,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 1,143,401.60

Add A + B = II

III SUPPLEMENTAL WORK*
FIRST YEAR

***Price is all-inclusive; includes labor for operation, maintenance, fuel, oil, etc.**

DESCRIPTION OF EQUIPMENT/ QUANTITY AND ESTIMATED ANNUAL HOURS FOR EACH PIECE OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOURS	ESTIMATED ANNUAL COST
1) 2 or 3 yd. Front End Loader (8) - 8 Hours	64	x	$ 180	= $ 11,520
2) 4 yd. Front End Loaders (5) – 8 Hours	40	x	$ 180	= $ 7,200
3) 5 yd. Front End Loader (4) – 8 Hours	32	x	$ 180	= $ 5,760
4) 7 yd. Front End Loader (4) – 8 Hours	32	x	$ 180	= $ 5,760
5) Bulldozers w/20'-32' with plow rubber wheels (6) – 8 Hours	48	x	$ 300	= $ 14,400
6) Bulldozers w/20'-32' articulated with plow rubber wheels (1) – 8 Hours	8	x	$ 300	= $ 2,400
7) 17 yd. Dump Truck (15) – 8 Hours	120	x	$ 120	= $ 14,400
8) 35 yd. Dump Truck (15) – 8 Hours	120	x	$ 120	= $ 14,400
9) 4 X 4 Pick-up with Plow (6) – 8 Hours	48	x	$ 80	= $ 3,840
10) 20 Ton Portable Snow Melter (2) – 8 Hours	16	x	$ 140	= $ 2,240
11) 100-150 Ton Portable Snow Melter (2) - 8 Hours	16	x	$ 1,150	= $ 18,400
12) 2,000-2,500 Gallon Heated Liquid De-Icer Truck w/Broom (2) – 8 Hours	16	x	$ 250	= $ 4,000
13) Skid Steer Loaders with Plow or Bucket (6) – 8 Hours	48	x	$ 110	= $ 5,280
14) Field Supervisors (5) – 8 Hours	40	x	$ 50	= $ 2,000

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 111,600.00

Sum of Item 1 thru 14

IV. SUPPLEMENTAL WORK*
SECOND YEAR

***Price is all-inclusive; includes labor for operation, maintenance, fuel, oil, etc.**

DESCRIPTION OF EQUIPMENT/ QUANTITY AND ESTIMATED ANNUAL HOURS FOR EACH PIECE OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOURS	ESTIMATED ANNUAL COST
1) 2 or 3 yd. Front End Loader (8) - 8 Hours	64	x	$ 180	= $ 11,520
2) 4 yd. Front End Loaders (5) – 8 Hours	40	x	$ 180	= $ 7,200
3) 5 yd. Front End Loader (4) – 8 Hours	32	x	$ 180	= $ 5,760
4) 7 yd. Front End Loader (4) – 8 Hours	32	x	$ 180	= $ 5,760
5) Bulldozers w/20'-32' with plow rubber wheels (6) – 8 Hours	48	x	$ 300	= $ 14,400
6) Bulldozers w/20'-32' articulated with plow rubber wheels (1) – 8 Hours	8	x	$ 300	= $ 2,400
7) 17 yd. Dump Truck (15) – 8 Hours	120	x	$ 120	= $ 14,400
8) 35 yd. Dump Truck (15) – 8 Hours	120	x	$ 120	= $ 14,400
9) 4 X 4 Pick-up with Plow (6) – 8 Hours	48	x	$ 80	= $ 3,840
10) 20 Ton Portable Snow Melter (2) – 8 Hours	16	x	$ 140	= $ 2,240
11) 100-150 Ton Portable Snow Melter (2) - 8 Hours	16	x	$ 1,150	= $ 18,400
12) 2,000-2,500 Gallon Heated Liquid De-Icer Truck w/Broom (2) – 8 Hours	16	x	$ 250	= $ 4,000
13) Skid Steer Loaders with Plow or Bucket (6) – 8 Hours	48	x	$ 110	= $ 5,280
14) Field Supervisors (5) – 8 Hours	40	x	$ 50	= $ 2,000

IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 111,600.00

Sum of Item 1 thru 14

PROCUREMENT

PRICING SHEET SUMMARY

2007 JUL 31 AM 11:55

I. Total Estimated First Year Contract Price for Snow Removal: $1,193,401.60

II. Total Estimated Second Year Contract Price for Snow Removal: $1,143,401.60

III. Total Estimated First Year Contract Price for Supplemental Work: $111,600.00

IV. Total Estimated Second Year Contract Price for Supplemental Work: $111,600.00

V. TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$2,560,003.20

Sum of I. Thru IV = V

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

6/6/2011

ADDENDUM #3

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/PublicAreas

☒ Due back on June 9, 2011, no later than 11:00AM

☒ Originally due on June 7, 2011, no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

A. **Delete Part IV, Revised June 3, 2011 in Addendum 2, in its entirety and replace with the attached labeled "Revised, June 6, 2011.**

B. **Delete Part V, Revised June 3, 2011 in Addendum 2, in its entirety and replace with the attached labeled "Revised, June 6, 2011.**

PROCUREMENT
2011 JUN -9 PM 12:03

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: SNOWLIFT LLC

PS11All

INITIALED: _____

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

RECEIVED
2011 JUN -9 PM 12:03

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

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN# _____

SIGNATURE_____ Date_____

Print Name and Title_____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___day *of*_____, 20 , personally came before me, _____,who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

_____
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

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

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

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

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "Unit Price") for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

Revised 6/6/2011

PRICING SHEET - A
FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	$ _____	=	$ _____
2. Area II	240	x	$ _____	=	$ _____
3. Area III	240	x	$ _____	=	$ _____
4. Area IV	240	x	$ _____	=	$ _____
5. Area V	240	x	$ _____	=	$ _____
6. Area VI	240	x	$ _____	=	$ _____
7. Area VIII	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 7)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	$ _____	=	$ _____

TOTAL FOR PART II: $_____

Revised 6/6/2011

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Net Cost Work GPS System	$50,000 (Installation)*
Maint. and Service	$25,0000*
Total for Item III.	**$75,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (A)

Add I + II +III = IV

Revised 6/6/2011

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area I	240	x	$ _____	=	$ _____
2. Area II	240	x	$ _____	=	$ _____
3. Area III	240	x	$ _____	=	$ _____
4. Area IV	240	x	$ _____	=	$ _____
5. Area V	240	x	$ _____	=	$ _____
6. Area VI	240	x	$ _____	=	$ _____
7. Area VIII	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 7)

II. DESCRIPTION	ESTIMATED ANNUAL QUANTITY HOURS		UNIT PRICE CHARGE PER HOUR		ESTIMATED ANNUAL CONTRACT PRICE
SNOW LABOR	2000	x	$ _____	=	$ _____

TOTAL FOR PART II: $_____

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
III.	
Maint. and Service	$25,0000*

Total for Item III. $25,000

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V.

IV. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (B)

Add I + II +III = IV

Revised 6/6/2011

PRICING SHEET - C

SUPPLEMENTAL WORK* - FIRST YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	$_____	=$_____
2) 5 cubic yd. Salter with Plow	24	x	$_____	=$_____
3) 7 cubic yd. Salter with Plow	24	x	$_____	=$_____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	$_____	=$_____
5) 17 yd. Dump Truck	24	x	$_____	=$_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	=$_____
7) Bobcat or Compact Loader with Box Plow 9' – 12'	150	x	$_____	=$_____
8) Bobcat Type Skid Steer Loader	150	x	$_____	=$_____
9) Jeep with 7' Plow	24	x	$_____	=$_____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	=$_____
11) Thermal Snow Melter – 40 Ton	100	x	$_____	=$_____
12) Thermal Snow Melter – 150 Ton	175	x	$_____	=$_____
13) Farm Tractor Sidewalk Plow	24	x	$_____	=$_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ (C)

Sum of Items 1 thru 13

Revised 6/6/2011

PRICING SHEET - D

SUPPLEMENTAL WORK* - SECOND YEAR

DESCRIPTION OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 3 cubic yd. Payloader	175	x	$_____	= $_____
2) 5 cubic yd. Salter with Plow	24	x	$_____	= $_____
3) 7 cubic yd. Salter with Plow	24	x	$_____	= $_____
4) Pickup with 3 cubic yd. Salter with Plow	24	x	$_____	= $_____
5) 17 yd. Dump Truck	24	x	$_____	= $_____
6) Highway Plow Truck with 7' Blade & 10 yd. Spreader	24	x	$_____	= $_____
7) Bobcat or Compact Loader with Box Plow 9' – 12'	150	x	$_____	= $_____
8) Bobcat Type Skid Steer Loader	150	x	$_____	= $_____
9) Jeep with 7' Plow	24	x	$_____	= $_____
10) Four Wheel Mechanical Sweeper, Duel Gutter Brooms & Dump	24	x	$_____	= $_____
11) Thermal Snow Melter – 40 Ton	100	x	$_____	= $_____
12) Thermal Snow Melter – 150 Ton	175	x	$_____	= $_____
13) Farm Tractor Sidewalk Plow	24	x	$_____	= $_____

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$_____ **(D)**

Sum of Items 1 thru 13

Revised 6/6/2011

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $_____

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year $_____

(C) Total Estimated Annual Contract Price for Supplemental Work- First Year $_____

(D) Total Estimated Annual Contract Price for Supplemental Work- Second Year $_____

TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE:

$_____

(A+B+C+D)

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements 3
6. Cell Phone or Port Authority Communication Device 3
7. Security Identification Card Requirements 3
8. Contractors Equipment 4
9. Vehicle Marking/Identification 5
10. Vehicle Communications 5
11. GPS Tracking System Requirements 5
12. Space Provided to the Contractor 6
13. Snow Removal (Manual Labor) 6
14. Off-Season Equipment Storage Space Availability 6
15. Cleanliness of Contractor Areas 7
16. No Structural Modifications or Alterations 7
17. Supplemental Work 7
18. Supervision 8
19. Pre-Snow Season Equipment Check 8
20. Pre-Snow Season Meeting 8
21. Work and Equipment Required for Each Area (Non -Supplemental) 9

PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean John F. Kennedy International Airport, Queens NY .

The term "Manager" shall mean the Manager of Maintenance at John F. Kennedy International Airport or his or her designated representative.

"Snowfall recorded" shall be defined to mean snowfall as recorded by the United States Weather Bureau at John F. Kennedy International Airport .

"Clearance of snow" shall be defined to mean the removal of snow, or slush with to the satisfaction of the Manager

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the Work.

Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

When required, snow removal operations shall be performed on a twenty four (24) hour, seven (7) day per week basis.

3. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all things necessary to complete such services, including but not limited to labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. Unless specifically noted otherwise, all cost shall be deemed included cost in either the "1/10 inch" charge or the "hourly" charge for Supplemental Work as entered by the Contractor on the Price Sheets.

4. Activation of Contractor

At first flake or the appropriate accumulation as set forth herein the Contractor shall commence snow removal operations.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because

those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded. Snowfall recorded shall be the snow fall as recorded by the official National Weather Service at John F. Kennedy International Airport. In the event the official National Weather Service is not recording at John F. Kennedy International Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a valid Commercial Drivers License with Medical Fitness Card if appropriate, for the equipment assigned.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed typewritten John F. Kennedy International Airport A.O.A. Security Identification Card Application for each of its employees performing services under this Contract. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority upon the Contractor's successful completion of a finger print clearance and background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed by October 15th.

6. Cell Phone or Port Authority Communication Device

The Contractor shall provide for all employees under this Contract a Cell or Port Authority approved equal communications device for use on the Facility during snow operations for constant communications between employees and the Contractor's Supervisors. All costs associated with these devices shall be included in the Contractors 1/10" charge.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at John F. Kennedy International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request John F. Kennedy International Airport Security ID cards for their employees. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between he Security ID Office and the company regarding all ID card matters.

- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.

- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.

- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

b.) Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is currently $29. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, applicants are urged to submit package well in advance of start of operation

8. Contractors Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, taillights and a 360 degree rotating overhead light. Additionally, each plow-equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit.

The contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups."

9. Vehicle Marking/Identification

Each piece of equipment, including vehicles provided to Supervisors shall bear a unique and distinctive marking as directed by the Manager.

10. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

11. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or Port Authority approved equal, for approximately sixty-nine (69) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment.The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a one time purchase and installation estimated at $50,000 for the system hardware and software components, and an estimated $25,000

for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at $75,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $5,000.

Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged and working-condition. Should the systems be damaged and in non-working condition then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages

12. Space Provided to the Contractor

Space will be provided to the Contractor at an area(s) designated by the Manager free of charge during the snow season, November 1st through April 30th , for the staging of equipment required by this Contract .

13. Snow Removal (Manual Labor)

At the direction of the Manager, upon four hours notice, the Contractor shall provide manual laborers for the removal of snow using shovels, snow blowers, ice scrapers, etc.

The number of workers required will be set by the Manager.

All snow removal efforts shall be subject to the approval of the Manager.

Work shall consist of, but not necessarily be limited to the clearing of snow from bus shelters, sidewalks, crosswalks and the digging out of automobiles in parking lots.

Compensation shall be on the per hour rate entered by the contractor on the Pricing Sheets. The hourly rate entered by the Contractor shall include the cost of labor, supervision, equipment an all other things associated with the work. The Contractor shall be guaranteed a minimum of eight (8)hours work per laborer. Historically, six (6) laborers have been utilized per event.

14. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the Kennedy International Airport Properties Division.

The off-season shall commence on May 1st and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. No storage space is guaranteed.

15. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintaining all Contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

16. No Structural Modifications or Alterations

The Contractor shall perform no structural modifications or alterations without the written permission of the Manager. At the end of the snow season, all Contractor areas shall be inspected by the Manager and deductions shall be made from the payment due the Contractor for cleaning, structural repairs and the removal of debris due to the Contractor failing to maintain the areas, misusing or abusing them.

17. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. The Contractor shall be required to provide the equipment listed in the Supplement Equipment Section of the Pricing Sheets for the performance of Supplement Work. All equipment ordered by the Manger under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager. No payment shall be made for Supplemental Work unless the work is actually performed. The Contractor is guaranteed an eight (8) hour minimum for each piece of equipment ordered by the Manager under Supplemental Work.

18. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract. Each supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manger. Each Supervisor shall have a cell phone or Port Authority approved equal communication device.The supervisor shall remain on duty in the designated areas at all times during the snow removal operations. The cost of the supervisors shall be included in the "1/10 inch price."

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations at a large airport. Proof of such experience for the Supervisors to be provided under this Contract shall be submitted prior to award.

The Contractors Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manger

The Contractor shall be required to provide four (4) supervisors at all times during snow removal operations. Additional supervisors may be required at the direction of the Manager for additional Equipment.

19. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff, inspect the contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this inspection and report preparation shall be deemed an "included cost."

20. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the "1/10th inch count." This meeting shall take place during the first week in October

21. Work and Equipment Required for Each Area (Non -Supplemental)

AREA I - PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA

Clearance of snow from the Green Lot, Blue Lot, Orange Lot, Red Lot, Yellow Lot, Central Taxi Hold (including permits and charter bus staging area) - including all garages. The melting of snow from the Yellow and Orange Roof Tops. Include approach ramps, entrances, and exits to all parking lots and garages, and helixes to upper levels of multi level parking structures. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

1 – Supervisor in radio equipped vehicle
4 – Five-Yard (5 yd.) salt spreaders with plow
3 – Three-Yard (3 yd.) acetate spreaders with soft edged plows

All three-yard equipment shall be capable of spreading sodium acetate and plowing snow on structural garage helixes, levels, and ramps. Loaded equipment shall be such physical dimension as to negotiate overhead obstructions and tight radius turns without exceeding the weight bearing limitations of said structures.

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
5 – Skid steers with 8' box plow
1 – Pay loader with 12' box plow
2 – Forty (40) ton snow melters,
2 – skid steers with 8' interchangeable soft edged box plow and bucket

The lots must be maintained in an operational condition subject to the approval of the Manager.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
1– Five-Yard (5 yd.) plow truck
1 – Three-Yard (3 yd.) acetate spreader with soft edged plows
2 – Forty (40) ton snow melters,
2- Skid steers with 8' interchangeable soft edged box plow and bucket
4 – Pay loaders with 12' box plow

AREA II – EMPLOYEE AND LONG TERM PARKING LOTS

Clearance of snow from the Employee Lot and Long Term Parking Lot, include all entrances and exits to both parking lots. This work shall be performed utilizing the following rubber tired equipment:

At the onset of the first flake of snow (First Flake):

1 – Supervisor in radio equipped vehicle
3 – Five-Yard (5 yd.) salt spreaders with plow

At the accumulation of one inch of snow, in addition to the equipment prescribed for the First Flake, work shall be performed utilizing the following added rubber tired equipment:

3 – Skid steers with 8' box plow
3 – Pay loaders with 12' box plow

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation, work shall be performed utilizing the following added rubber tired equipment:

1 – Supervisor in radio equipped vehicle
1 – Five-Yard (5 yd.) salt spreader with plow
3 – Skid steers with 8' box plow
3- Pay loaders with 12' box plow

The lots must be maintained in an operational condition subject to the approval of the Manager.

AREA III ANCILLARY ROADWAYS

At First Flake the clearance of snow from Airport Ancillary Roadways consisting of Lefferts Blvd from the airport boundary to Lefferts Oil Company, JFK Airtrain Lefferts Boulevard Station's Kiss-and-Fly roadways, Aqueduct Road from Lefferts Blvd. to the racetrack's guard booth including roadway behind Lot 9, Pan Am Road, CNG Fueling Station, 134th St., 150th Ave., Bergen Rd., Federal Circle, 130th Pl., North Service, South Service Rd. and B-206, Aviation Way & auxiliary parking lot, East Hangar Rd, all interconnecting bridges, underpasses, spurs, exits, entrances and the public side of all AOA Access Posts. This work shall be performed utilizing the following rubber tired equipment:

1 – Supervisor in radio equipped vehicle

AREA VI BUILDING 141 PARKING LOT

At first flake of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1-7 yd salt spreader with 10' plow

At the accumulation of one inch (1") of snow, the clearance of snow from Building 141 Parking Lots - all lots located front, rear, and side of Building 141. This work shall be performed utilizing the following equipment:

1 – Skid Steer with 8' box plow

AREA VII Reserved

AREA VIII BUILDINGS 206, 254 & 269 PARKING LOTS

At First Flake, the clearance of snow from Buildings 206, 254 & 269 Parking Lots. This work shall be performed utilizing the following equipment:

1 – Pickup truck with 7' plow and salt spreader.

At the accumulation of three inches (3") of snow, in addition to the equipment prescribed for the one inch of snow accumulation above, work shall be performed utilizing the following added equipment:

1 Pickup truck with 7' plow and salt spreader.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

6/7/2011

ADDENDUM #4

To prospective bidders on bid # 24813 for Snow Removal Services at John F. Kennedy International Airport - Non-Aeronautical Areas/PublicAreas

☒ Due back on June 9, 2011, no later than 11:00AM

☐ Originally due on June 7, 2011, no later than 11:00 AM

The following changes/modifications are hereby made in the documents:

A. **Page 9 of Part V, Revised 6/6/2011 in Addendum 3, Section 21. Work and Equipment Required for Each Area (Non-Supplemental), AREA I – PUBLIC PARKING LOTS - CENTRAL TERMINAL AREA, Paragraph (p) remove the following:**

2 – Forty (40) ton snow melters
2 – Skid steers with 8' interchangeable soft edged box plow and bucket

PROCUREMENT DEPT JUN 9 PM 12:03

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: SNOWLIFT LLC

INITIALED: _____

PS11All

DATE: 6-8-2011

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

PROCUREMENT
2011 JUN -9 PM 12:03

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

August 11, 2011

VIA REGULAR MAIL AND FAX (516) 767-9200

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

RE: SNOW REMOVAL SERVICES AT LAGUARDIA AIRPORT AERONAUTICAL FIELD AND PARKING AREAS FOR A THREE (3) YEAR TERM REQUIREMENTS CONTRACT – BID 24811
CONTRACT # 4600008764 / PO #4500062624

Dear Mr. Wynperle:

Your bid including addenda #1 & 2 dated June 8, 2011, addressing the referenced Contract has been accepted. The term of this Contract shall be for a three (3) year period effective November 1, 2011 through October 31, 2014, subject to earlier termination or extension as provided for in the Contract.

In accordance with the insurance provisions of the above referenced Contract, and prior to the commencement of work, please submit an original Certificate of Insurance to the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th floor, New York, New York 10003. This Certificate must be annotated with CITS tracking number #3817N.

Your Contract Administrator is Brian Stamm who can be reached at (718) 533-3585. If you have any questions concerning the award of this Contract, please contact Luz Santana at (212) 435-3949.

For invoicing and correspondence purposes, Purchase Order #4500062624 has been assigned to this Contract.

Sincerely,

Lillian Valenti
Director
Procurement Department

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

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

TITLE: Snow Removal Services at LaGuardia Airport

BID NO.: 24811

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

BID DUE DATE: June 7, 2011 **TIME:** 11:00 AM

FACILITY INSPECTION: May 26, 2011 **TIME:** 1:00 PM

BUYER NAME: Robert Veit

PHONE NO.: (212) 435-3916
FAX#: (212) 435-3959
E-mail: rveit@panynj.gov

PROCUREMENT
2011 JUN -9 AM 11:35

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

AERO SNOW REMOVAL CORP.
(NAME OF BIDDING ENTITY)

30 SAGAMORE HILL DRIVE
(ADDRESS)

PORT WASHINGTON, NY 11050
(CITY, STATE AND ZIP CODE)

WILLIAM F. WYNPERLE, JR., EXEC. VICE PRESIDENT 516-944-3100
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

Ex. (1) 516-767-9200
(FEDERAL TAX I.D. NO.) (FAX NO.)

X BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

Rev. 10/29/2003

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 5/18/2011

ADDENDUM #1

To prospective bidders on bid # 24811 for Snow Removal Services at LaGuardia Airport

☒ Due back on 6/7/2011, no later than 11:00AM

☐ Originally due on , no later than

The following changes/modifications are hereby made in the documents:

Delete pages 7 through 10 of Part IV in its entirety and replace with the revised pages 7 through 10.

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: AERO SNOW REMOVAL CORP.

INITIALED: _____

DATE: 6/8/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date: 6/3/2011

ADDENDUM #2

To prospective bidders on bid # 24811 for Snow Removal Services at LaGuardia Airport

☒ Due back on June 9, 2011, no later than 11:00AM

☒ Originally due on June 7, 2011, no later than 11:00AM

I. Changes/Modifications
The following changes/modifications are hereby made in the documents:

This bid is hereby postponed until June 9, 2011, no later than 11:00 AM.

A. **Page 4 of Part III, Section 3, "Payment" Paragraph c), last paragraph delete the last sentence:**
"The determination of the Manager as to what services constitute Supplemental Work and as to the amount paid therefore shall be conclusive and binding."
and insert:
"The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets, shall be final and binding."

B. **Page 7 of Part III, Section 5, "Liquidated Damages," Paragraph 1., subparagraph b) add the following sentence to the end of this paragraph, "The liquidated damages shall continue until the first piece of like equipment is released."**

C. **On page 8 of Part V, Section 13, Equipment Requirements/Snow Removal Requirements, change the following:**

(i) **For Areas A & B, change EQUIPMENT TYPE, from:**
"350 ton or 600 ton melter"
To:
"melters capable of melting 350 tons of snow per hour or more with the appropriate number of front-end loaders required to load the melters."

PS11All

(ii) **For Areas F & G, change EQUIPMENT TYPE from:**
"350 ton portable melter"
To:
"melters capable of melting 350 tons of snow per hour or more with the appropriate number of front-end loaders required to load the melters."

(iii) **For Area F, EQUIPMENT TYPE Add (1) 4 yard front-end loader.**

(iv) **For Area G, EQUIPMENT TYPE Add (1) 4 yard front-end loader**

D. **Part V, Section 19, Supervision, delete the following:**

"Aeronautical Areas	Number of Supervisors
A&B	1
C, D & E	1
F,G,H,I and J	1"

Replace with:

"Aeronautical Areas	Number of Supervisors
A&B	1
C, D & E	1
F,G and,H	1
I	1
J	1"

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidder. The responses should not be deemed to answer all questions, which have been submitted by Bidder to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidder does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it

shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

1. **On Liquidated Damages, we would like to see wording as when Liquidated Damages "end". We would suggest that hourly-based Liquidated Damages for lack of equipment be cut off at the point when the first piece of equipment of a similar type has been released by the Port. In the 2006 bid, via Addendum # 1, Letter H, the Port added wording saying "The liquidated damages shall continue until the first piece of like equipment is released." We would like to see the same change added to this bid.**

Response 1: See Letter I.B. above.

2. **In Part III, Page 4, #3c, in the last paragraph, it is stated, "The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefore shall be conclusive and binding." In the 2006 bid, via Addendum #1, Letter D, the Port modified the wording to say "The determination of the Manager as to what services constitute Supplemental Work and its associated pricing to be paid, as set forth in the Pricing Sheets shall be final and binding." We would like to see the same change Added to this bid.**

Response 2: See Letter I.A. above.

3. **In Part V, Page 5, #12, we have questions regarding the GPS system. Will we be able to bill for the costs of removal at the end of the contract? Will the Port allow us to have the tracking capability? If not, will the Port routinely provide us with printouts that show the activity from each snow event?**

Response 3: The GPS System shall be returned to the Port Authority at no additional cost to the Port Authority. The Contractor will not have tracking capability, however, the Port Authority will make every effort to supply reports to the Contractor.

4. **Is the T & M equipment required to be parked on-site or can it be made available upon sufficient notice?**

Response 4: The T & M equipment <u>will not</u> be parked on-site and we expect it to be made available within 24-hour notice.

5. **Paragraph 19 of the Specifications in Part V states that three (3) supervisors are required in the aeronautical areas. As the incumbent contractor, historically five (5) have been used. We recommend (5) supervisors. Can this specification be amended? Irrespective of whether an amendment is issued, we will price-in five (5) supervisors in our bid.**

Response 5: See Letter I.D. above. These supervisors are not necessarily dedicated to any one area and can be moved as conditions change.

6. **On the Vehicle Service Road (VSR) starting at Post 1, an articulating 30' – 32' blade will push snow aside. Is it acceptable to leave this snow for natural melting at the deceptive areas? Once the large blade reaches the American Airlines' hanger leasehold, the snow will be pushed, piled and loaded into in ground Melter No. 1 for melting. Is this correct? If yes, will the Authority provide a pay loader to load melter?**

   Response 6: Snow from the VSR will be pushed towards the runway into the deceptive areas until the blade reaches the east side of concourse "D". At that point, the snow will be pushed towards the CTB and piled along with snow from the alleyways and melted.

7. **Is it acceptable for the contractor to bid on this contract without being able to provide dedicated 350-ton per hour melters as specified even though contractors provide them to many other airport customers?**

   Response 7: See letter I.C. (i) and (ii) above.

8. **Should PANYNJ consider allowing a contractor to substitute alleged 150-ton per hour melters in lieu of 350-ton per hour melters when it will take a minimum of nine (9) melters and eighteen (18) pay loaders to provide the melting services in the same amount of time? Is a proven fact that 150-ton per hour melters do not have sufficient British Thermal Units (BTUs) to truly rate them as 150-ton models. This is a great disservice to both the air carriers and the traveling public who expect snow storm-related delays to be kept to a minimum.**

   Response 8: See Letter I.C. (i) and (ii) above.

9. **In Part V – Specifications – Page 8, the requirements for Area A require a melter but there is no provision for a front-end loader. Area B shows that the melter from Area A is to be used but it also lists (2) front-end loaders. Are the loaders in Area B to be used in Area A or are (2) additional front-end loaders required?**

   Response 9: The (2) front-end loaders in Area B are cross utilized for both areas A & B.

10. **In Area F only (1) loader is listed for the melter. Should there be (2)?**

    Response 10: See Letter I.C. (iii) above.

11. In Area G, wouldn't (2) loaders be required for the melter? Only (1) is specified.

    Response 11: See Letter I.C. (iv) above.

12. In Part V, Page 3, # 4, the last paragraph implies that the Port Authority forces or other may perform some of the services required under the contract. We would need to know in which area Port contemplates that snow removal will be performed by the Port or others. This would impact our income since this language indicates we would not receive any compensation related to those areas for those inches.

    Response 12: The Port Authority does not intend to remove snow in areas specified under this contract.

13. In Part V, Page 3, #4, it is stated that "operations shall commence within one half hour...". Will the Port continue to provide space for the equipment to be staged at the work areas, as it has for the last five years to the current contractor?

    Response 13: The contractor is afforded space for equipment under the contract terms. During the snow season (November 15th thru April 30th) we will allow staging of equipment throughout the facility based on area availability and operational impact.

14. In Part V, page 8, #13, in Areas A, F, and G, there are requirements for minimum 350 ton capacity melters. Given that award of this contract will likely be approximately ninety days from the contract start date, that does not allow adequate time to obtain this equipment if the contractor does not have excess capacity on hand (as lead time for this equipment is in excess of seven months currently). If a Contractor does have 350 ton melters in its system but we do not have excess units on hand at this time, available for assignment to this contract. Will the Port allow a contractor to meet the amount of tonnage of melting required by using multiple minimum 150 ton capacity units, provided that the overall tonnage requirement is met, until such time as new equipment can be in place?

    Response 14: See Letter I.C. (i) and (ii) above.

15. Are previous pricing sheets available.

    Response 15: Previous price sheets are attached to this addendum.

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
PURCHASING SERVICES DIVISION
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: AERO SNOW REMOVAL CORP.

INITIALED: _____

DATE: 6/8/11

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO ROBERT E. VEIT, WHO CAN BE REACHED AT (212) 435-3916 or at rveit@panynj.gov.

INVITATION FOR BID

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

PART I - STANDARD INFORMATION FOR BIDDERS, TABLE OF CONTENTS

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices 11

PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

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

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

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

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

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

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

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

12. Qualification Information

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

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

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

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

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

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

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

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

b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.

c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.

d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.

e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."

f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

Neither the giving of any of the aforesaid notices to a Bidder, the submission of materials by a Bidder, any meeting which the Bidder may have with the Port Authority, nor anything stated by the Port Authority in any such meeting shall be construed or alleged to be construed as an acceptance of said Bidder's bid. Nothing stated in any such meeting shall be deemed to release any Bidder from its offer as contained in the bid.

13. Facility Inspection

Details regarding the Facility inspection for all parties interested in submitting a bid are stipulated in Part II hereof. All Bidders must present company identification and photo identification for access to the Facility.

14. Available Documents - General

Certain documents, listed in Part II hereof, will be made available for reference and examination by Bidders either at the Facility Inspection, or during regular business hours. Arrangements to review these documents at a time other than the Facility Inspection may be made by contacting the person listed in Part II as the contact for the Facility Inspection.

These documents were not prepared for the purpose of providing information for Bidders upon this Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the inferences or conclusions to be drawn there from.

15. Pre-award Meeting

The lowest qualified Bidder may be called for a pre-award meeting prior to award of the Contract.

16. Price Preference

A price preference may be available for Minority/Women Business Enterprises (M/WBEs) or Small Business Enterprises (SBEs) as set forth in the Standard Contract Terms and Conditions.

17. Good Faith Participation

The Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at http://www.panynj.gov/business-opportunities/supplier-diversity.html or by contacting the Port Authority's Office of Business and Job Opportunity (OBJO) at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

18. Certification of Recycled Materials

Bidders are requested to submit, with their bid, a written certification entitled "Certified Environmentally Preferable Products / Practices" attached hereto as "Attachment I-A", attesting that the products or items offered by the Bidder contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies. The data submitted by the Bidder in Attachment I-A is being solicited for informational purposes only.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

a. Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.

e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

19. City Payroll Tax

Bidders should be aware of the payroll tax imposed by the:

a) City of Newark, New Jersey for services performed in Newark, New Jersey;

b) City of New York, New York for services performed in New York, New York; and

c) City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Biddersshould consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph headed "Sales or Compensating Use Taxes", in the Standard Contract Terms and Conditions included herein, does not apply to these taxes.

20. Additional Bidder Information

Prospective Bidders are advised that additional vendor information, including but not limited to, forms, documents and other information, including protest procedures, may be found on the Port Authority website at: http://www.panynj.gov/business-opportunities/become-vendor.html

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ 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 are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a "Yes" and present this documentation, in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates "Yes")

____ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content

____ Use of other packaging materials that contain recycled content and are recyclable in most local programs

____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return

____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives

____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

If yes, a description of the practices being followed should be include with the submission.

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates "Yes")

____ Recycles materials in the warehouse or other operations

____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes

____ Use of energy efficient office equipment or signage or the incorporation of green building design elements

____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials

____ Other sustainable initiative

If yes, a description of the practices being followed should be included with the submission.

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

☐ Yes ☐ No If yes, Bidder shall attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product / industry certifications? (A checkmark indicates "Yes")

____ ISO 14000 or adopted some other equivalent environmental management system

____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards

____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

If yes, Bidders should attach copies of the certificates obtained.

I hereby certify under penalty of law, the above statements are true and correct.

_____ _____Name _____Date

PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. Service(s) Required 2
2. Location(s) Services Required 2
3. Expected Date of Commencement of Contract 2
4. Contract Type 2
5. Duration of Contract 2
6. Price Adjustment during Base Term (Index Based) 2
7. Option Period(s) 2
8. Price Adjustment during Option Period (s) (Index Based) 2
9. Extension Period 2
10. Facility Inspection 2
11. Specific Bidder's Prerequisites 2
12. Available Documents 3
13. Certifications with Respect to the Contractor's Integrity Provisions: 3
14. Aids to Bidders 3

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

The following information may be referred to in other parts hereof, or further detailed in other parts hereof, if applicable.

1. **Service(s) Required**
   Snow Removal at LaGuardiaAirport

2. **Location(s) Services Required**
   LaGuardia Airport, Queens, NY, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**
   On or about November 1, 2011

4. **Contract Type**
   Requirements Service Contract

5. **Duration of Contract**
   Three (3) years expiring on or about October 31, 2014

6. **Price Adjustment during Base Term (Index Based)**
   Not Applicable

7. **Option Period(s)**

   There shall be up to three (3), one (1) year Option Period(s).

8. **Price Adjustment during Option Period (s) (Index Based)**
   Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

9. **Extension Period**
   120 day Applicable

10. **Facility Inspection**
    Date and Time: Thursday, May 26, 2011 at 1 PM

    Please contact Brian Stamm at bstamm@panyynj.gov to confirm attendance and/or receive travel directions. PHOTO ID REQUIRED to attend meeting.

11. **Specific Bidder's Prerequisites**
    a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of an aeronautical snow clearing and removal business and during that

time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract(s) for snow clearing and removal services.
c. The Contractor shall have all required equipment indicated in Part V of this Contract at the time of the submission of its bid.

Proof that the above prerequisites are met should be submitted with the bid.

12. Available Documents

The following documents will be made available for reference and examination at the Facility visit:

Requirements Contract for Snow Removal Services at LaGuardia Airport, Contract Number 4600006478

If a potential bidder cannot attend the Facility visit, please contact Brian Stamm at bstamm@panynj.gov .

13. Certifications with Respect to the Contractor's Integrity Provisions:

The Bidder, by signing the bid, makes the certifications set forth in the Part III – Contractor's Integrity Provisions of the Standard Terms and Conditions. If the bidder cannot make any such certifications, it shall enclose a separate letter explanation of that inability ("Certification Statement").

The Port Authority may require a bidder to fill out its Background Qualification Questionnaire which can be accessed at http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip as a necessary condition prior to consideration for award. The failure to do so, upon request, may result in the bidder being found nonresponsive.

14. Aids to Bidders

As an aid to bidders in estimating the appropriate amount of equipment/hours required for the performance of this Contract, the flowing historical data is provided:

The snowfall of record at LaGuardia Airport for the five previous snow seasons recorded from the Weather Bureau is as follow

2006-2007- 14.7"
2007-2008- 11.2"
2008-2009- 27.8"
2009-2010- 41.3 "
2010-2011- 51.7
Average 29.34"

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS, TABLE OF CONTENTS

1. General Agreement 2
2. Duration 2
3. Payment 3
4. Price Adjustment 5
5. Liquidated Damages 6
6. Insurance Procured by the Contractor 8
7. Integrity of Contractor 10
8. Increase and Decrease in Areas or Frequencies 10
9. Extra Work 10

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. Duration

a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").

b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager

b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.

c) All invoices submitted by the Contractor shall reference the type of work, i.e. inch count or supplemental, the date(s) the work was performed, the areas serviced and in the case of supplemental work and inch count work, the number and types of equipment used, the start and finish times, the equipment (vehicle identification number and the total number of hours for each piece of equipment (See Pricing Sheets). Should the Contractor submit an incomplete or erroneous invoice such invoice will be returned to the Contractor unpaid and no payment shall be made until a correct invoice with a revised date of issuance is submitted by the Contractor.

With respect to Supplemental Work and all other work the Contractor shall provide an invoice with supportive documentation ("Job Ticket", see Pricing sheets) describing the type of vehicle(s), the hours worked, and a signature from a Manager's Representative authorizing the Work. The "Job Ticket" will have a number for reference purposes, as well as a Port Authority Alert Number, storm date start time, time activated, equipment identification number, start time and date, end time and date of storm, total hours of operation and a tally of hours worked that coincide with the hours charged on the invoice. No payments will be made without the acceptance by the Manager of a properly completed Job Ticket. Improperly completed Job Tickets shall be returned to the Contractor.

For each 1/10th of an inch of snow removed from the Facility, as described herein, compensation shall be the "Unit Price per 1/10th of an Inch" of snow for the appropriate area inserted by the Contractor in the section of the Pricing Sheets entitled "Snow Removal". The Unit Price shall be the compensation for all costs including all labor, supervision, equipment, fuel, oil and all things necessary for the performance of the work.

In the event no snowfall is recorded for the years set forth on the Pricing Sheets, or during the extension period(s), if any, the Contractor shall accept in full and complete consideration of all its duties and obligations the sum of one (1) dollar for each of the years and each of the extension periods.

For each piece of equipment specified herein which is utilized in the performance of Supplemental Work, Contractor shall be paid the applicable "Unit Price Per Hour" for such equipment inserted by the Contractor in the Pricing Sheets entitled "Supplemental Work" multiplied by the number of hours during which such equipment is utilized.

For each piece of equipment utilized as ordered by the Manager, the Contractor shall be compensated for eight hours of work notwithstanding that the actual number of hours of work is less than eight. The applicable rate(s) shall be those in effect at the time the order of the Manager is given. The "Unit Price Per Hour" for Supplemental Work includes compensation for all labor, supervision, equipment, fuel, oil, and any other thing necessary for the performance of the work. The Contractor's pricing shall be firm for the Base Term of this Contract and in the Option Years subject to escalation as hereinafter provided. The determination of the Manager as to what services constitute Supplemental Work and as to the amount to be paid therefor shall be conclusive and binding.

d) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any

monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

e) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

For each Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration" in Part III, hereof) the Port Authority shall adjust the compensation due the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

The term "Anniversary Date" shall mean the date(s) of the first and each succeeding twelve month anniversary of the Commencement Date of this Contract. The term "Annual Period" shall mean each and any twelve-month period hereafter commencing on the Commencement Date and on each Anniversary Date thereafter.

For the first Option Period, the Price Index shall be determined for the months of May 2013 and May 2014. The Unit Prices and Price Per Hour in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for May 2014 and the denominator of which is the Price Index for May 2013. The resulting product shall be the Unit Prices and Price Per Hour payable during the first Option Period.

For the second Option Period, the Price Index shall be determined for the months of May 2014 and May 2015. The Unit Prices and Price Per Hour in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for

May 2015 and the denominator of which is the Price Index for May 2014 .The resulting product shall be the Unit Prices and Price Per Hour payable in the second Option Period.

For the third Option Period, the Price Index shall be determined for the months of May 2015 and May 2016. The Unit Prices and Price Per Hour payable in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2016 and the denominator of which is the Price Index for May 2015. The resulting product shall be the Unit Prices and Price Per Hour payable in the third Option Period.

Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

In the event of a change in the basis or the discontinuance of the publication by the United States Department of Labor of the Price Index, such other appropriate index shall be substituted as may be agreed to by the parties hereto as properly reflecting changes in value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index as it deems appropriate.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable to such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to the Port Authority excess amounts theretofor paid by to the Port Authority for such period.

The maintenance and service of the GPS system shall not be subject to adjustment, regardless of when it takes place.

5. Liquidated Damages

The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

a) If the Contractor fails to provide the Manager with the approved certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

b) Should the Contractor fail to commence snow clearing operations within one half hour of notice as required herein, liquidated damages shall be assessed at a rate of $200 for each half hour or fraction thereof for each piece of equipment required and not provided.

c) Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation, the Contractor shall be afforded a one (1) hour grace period in which to repair or replace that item of equipment after which time, should the Contractor fail to repair or replace that item of equipment, liquidated damages of $200 per half hour or fraction thereof per piece of equipment shall be assessed until such time as the equipment is repaired or replaced.

d) Should the Contractor fail to provide a working cell phone type communication device or other previously approved communication device to the Supervisor or should the device not be in working order then liquidated damages in the amount of $100 per day per approved communication device will be assessed.

e) For each hour or part of an hour that the Contractor fails to have a Supervisor(s) physically present or for each hour or part of an hour that the Supervisor is not in the sole opinion of the Manager, satisfactorily engaged in the performance of his/her duties, liquidated damages in the amount of $200 per hour per Supervisor shall be assessed.

f) If the Contractor fails to provide radio or another means of communication for each of its vehicles as required herein, the liquidated damages shall be assessed in the amount of $100 per day per vehicle.

g) Should the Contractor fail to equip each major piece of equipment with the required GPS system or have the system functional in each major piece of equipment, then liquidated damages in the amount of $200 per piece of equipment per day shall be assessed.

h) At the end of the term of the Contract, or any extension thereof, the Contractor shall return the GPS systems to Port Authority in an undamaged condition. If the Contractor fails to return the systems or returns the systems in a damaged condition then liquidated damages in the amount of $500 per system shall be assessed.

The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance Procured by the Contractor

Cits# 3817N

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - **$25 million** combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - **$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 & The City of New York as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statues respecting suits against the Port Authority."

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations

assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

CITS #3817N.

7. Integrity of Contractor

The Port Authority may require the Contractor to make certain representations with respect to its integrity and responsibility prior to issuing a notice of award, or at any time during the term of the contract, which may include obligations above and beyond those contained in this solicitation ("Contractor Certification"), if the Port Authority deems such measures necessary to assess to responsibility of a contractor and/or mitigate any potential risk associated with a particular contractor.

8. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in 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 an increase or decrease in areas or frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

9. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra

Work" as used herein shall be defined as work which differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections.

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or their designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manger may require,, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular

dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within five (5) business days following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within twenty four (24) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS

1. SIGNATURE SHEET 2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET 3
3. PRICING SHEET(S) 4
   Entry of Prices 4

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity AERO SNOW REMOVAL CORP.

Bidder's Address 30 SAGAMORE HILL DRIVE

City, State, Zip PORT WASHINGTON, NY 11050

Telephone No. 516-944-3100 FAX 516-767-9200

Email CONTRACTS@AEROSNOW.COM EIN# Ex. (1)

SIGNATURE _____ Date 6/8/11

Print Name and Title WILLIAM F. WYNPERLE, JR. EXECUTIVE VICE PRESIDENT

ACKNOWLEDGEMENT:

STATE OF: NEW YORK

COUNTY OF: NASSAU

CORA ARIZA
Notary Public, State of New York
No. 01AR6177667
Qualified in Nassau County
Commission Expires November 19, 2011

On this 8th day of JUNE, 2011, personally came before me, WILLIAM F. WYNPERLE, JR. _____, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Cora Ariza
Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
PETER DEJANA	PRESIDENT	
		Ex. (1)
WILLIAM F. WYNPELLE, JR.	EXEC. VICE PRESIDENT	

3. PRICING SHEET(S)

Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.

b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.

d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Estimated Contract Price based upon the Unit Prices, which amount shall govern in all cases inserted by the Bidder.

e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a "Unit Price per 1/10 of an Inch" or "Price per Hour" (hereinafter "Unit Price") for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".

g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Annual Contract Price for Snow Removal for the first year of the Contract, to the Total Estimated Annual Contract Price for each subsequent year and by adding the Total Estimated Annual Contract Price for Supplemental Work for the first year of the Contract to the Total Estimated Annual Contract Price for Supplemental Work for each subsequent year.

PRICING SHEET - A
FIRST YEAR - SNOW REMOVAL

I. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ 378.41	=	$ 90,818.40
2. Area B	240	x	$ 674.40	=	$ 161,856.00
3. Area C	240	x	$ 266.85	=	$ 64,044.00
4. Area D	240	x	$ 266.85	=	$ 64,044.00
5. Area E	240	x	$ 266.85	=	$ 64,044.00
6. Area F	240	x	$ 631.44	=	$ 151,545.60
7. Area G	240	x	$ 816.71	=	$ 196,010.40
8. Area H	240	x	$ 79.38	=	$ 19,051.20
9. Area I	240	x	$ 108.07	=	$ 25,936.80
10. Area J	240	x	$ 0	=	$ 0
11. Lots 1, 3, 4 and 5	240	x	$ 1,480.10	=	$ 355,224.00
12. Lots 6, 7 and 10E	240	x	$ 1,065.59	=	$ 255,741.60
13. Area 8	240	x	$ 66.16	=	$ 15,878.40

TOTAL FOR PART I: $ 1,464,194.40
(Add lines 1 through 13)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Net Cost Work GPS System	$50,000 (Inst.)
Maintenance and Service	$25,000
Total for Part II:	**$75,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 1,539,194.40 (A)

Add I + II = III

RECEIVED
2011 JAN -6 AM 11:55
PROCUREMENT

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ _____	=	$ _____
2. Area B	240	x	$ _____	=	$ _____
3. Area C	240	x	$ _____	=	$ _____
4. Area D	240	x	$ _____	=	$ _____
5. Area E	240	x	$ _____	=	$ _____
6. Area F	240	x	$ _____	=	$ _____
7. Area G	240	x	$ _____	=	$ _____
8. Area H	240	x	$ _____	=	$ _____
9. Area I	240	X	$ _____	=	$ _____
10. Area J	240	x	$ _____	=	$ _____
11. Lots 1, 3, 4 and 5	240	x	$ _____	=	$ _____
12. Lots 6, 7 and 10E	240	x	$ _____	=	$ _____
13. Area 8	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 13)

Revised 5/18/2011

PRICING SHEET - B
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ 385.98	=	$ 92,635.20
2. Area B	240	x	$ 687.89	=	$ 165,093.60
3. Area C	240	x	$ 272.19	=	$ 65,325.60
4. Area D	240	x	$ 272.19	=	$ 65,325.60
5. Area E	240	x	$ 272.19	=	$ 65,325.60
6. Area F	240	x	$ 644.07	=	$ 154,576.80
7. Area G	240	x	$ 833.04	=	$ 199,929.60
8. Area H	240	x	$ 80.97	=	$ 19,432.80
9. Area I	240	X	$ 110.23	=	$ 26,455.20
10. Area J	240	x	$ 0	=	$ 0
11. Lots 1, 3, 4 and 5	240	x	$ 1,509.71	=	$ 362,330.40
12. Lots 6, 7 and 10E	240	x	$ 1,086.90	=	$ 260,856.00
13. Area 8	240	x	$ 67.48	=	$ 16,195.20

TOTAL FOR PART I: $ 1,493,481.60
(Add lines 1 through 13)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Maintenance and Service	$25,000
Total for Part II:	**$25,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 1,518,481.60 **(B)**

Add I + II = III

PRICING SHEET - C
THIRD YEAR - SNOW REMOVAL

I. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ 393.70	=	$ 94,488.00
2. Area B	240	x	$ 701.65	=	$ 168,396.00
3. Area C	240	x	$ 277.63	=	$ 66,631.20
4. Area D	240	x	$ 277.63	=	$ 66,631.20
5. Area E	240	x	$ 277.63	=	$ 66,631.20
6. Area F	240	x	$ 656.95	=	$ 157,668.00
7. Area G	240	x	$ 849.70	=	$ 203,928.00
8. Area H	240	x	$ 82.59	=	$ 19,821.60
9. Area I	240	X	$ 112.43	=	$ 26,983.20
10. Area J	240	x	$ 0	=	$ 0
11. Lots 1, 3, 4 and 5	240	x	$ 1,539.90	=	$ 369,576.00
12. Lots 6, 7 and 10E	240	x	$ 1,108.64	=	$ 266,073.60
13. Area 8	240	x	$ 68.83	=	$ 16,519.20

TOTAL FOR PART I: $ 1,523,347.20
(Add lines 1 through 13)

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

AERO SNOW REMOVAL CORP. Revised 5/18/2011

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Maintenance and Service	$25,000
Total for Part II:	**$25,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

I. TOTAL ESTIMATED THIRD YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$ 1,548,347.20 (C)

Add I + II = III

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Net Cost Work GPS System	$50,000 (Inst.)
Maintenance and Service	$25,000
Total for Part II:	**$75,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

III. TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$_____ (B)

Add I + II = III

PRICING SHEET - C
SECOND YEAR - SNOW REMOVAL

I. DESCRIPTION AND ITEM #	ESTIMATED ANNUAL QUANTITY 1/10th Inches		UNIT PRICE PER 1/10th of an Inch		ESTIMATED ANNUAL CONTRACT PRICE
1. Area A	240	x	$ _____	=	$ _____
2. Area B	240	x	$ _____	=	$ _____
3. Area C	240	x	$ _____	=	$ _____
4. Area D	240	x	$ _____	=	$ _____
5. Area E	240	x	$ _____	=	$ _____
6. Area F	240	x	$ _____	=	$ _____
7. Area G	240	x	$ _____	=	$ _____
8. Area H	240	x	$ _____	=	$ _____
9. Area I	240	X	$ _____	=	$ _____
10. Area J	240	x	$ _____	=	$ _____
11. Lots 1, 3, 4 and 5	240	x	$ _____	=	$ _____
12. Lots 6, 7 and 10E	240	x	$ _____	=	$ _____
13. Area 8	240	x	$ _____	=	$ _____

TOTAL FOR PART I: $_____
(Add lines 1 through 13)

DESCRIPTION	TOTAL ESTIMATED* ANNUAL CONTRACT PRICE
II.	
Net Cost Work GPS System	$50,000 (Inst.)
Maintenance and Service	$25,000
Total for Part II:	**$75,000**

* The Contractor shall be compensated at the actual net cost of this work as set forth in Part V, Paragraph 11.

II. TOTAL ESTIMATED THIRD YEAR CONTRACT PRICE FOR SNOW REMOVAL:

$\$$ _____ (C)

Add I + II = III

PRICING SHEET - D

SUPPLEMENTAL WORK*

FIRST YEAR

DESCRIPTION OF EQUIPMENT/ QUANTITY AND ESTIMATED HOURS FOR EACH PIECE OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 2 or 3 yd. Front End Loader (8) - 8 Hours	64	x	$ 189.00	= $ 12,096.00
2) 4 yd. Front End Loaders (5) – 8 Hours	40	x	$ 189.00	= $ 7,560.00
3) 5 yd. Front End Loader (4) – 8 Hours	32	x	$ 189.00	= $ 6,048.00
4) 7 yd. Front End Loader (4) – 8 Hours	32	x	$ 189.00	= $ 6,048.00
5) Bulldozers w/20'-32' with plow rubber wheels (6) – 8 Hours	48	x	$ 318.00	= $ 15,264.00
6) Bulldozers w/20'-32' articulated with plow rubber wheels (1) 8 - Hours	8	x	$ 318.00	= $ 2,544.00
7) 17 yd. Dump Truck (15) – 8 Hours	120	x	$ 127.00	= $ 15,240.00
8) 35 yd. Dump Truck (15) – 8 Hours	120	x	$ 127.00	= $ 15,240.00
9) 4 X 4 Pick-up with Plow (6) – 8 Hours	48	x	$ 84.00	= $ 4,032.00
10) 20 Ton Portable Snow Melter (2) – 8 Hours	16	x	$ 148.00	= $ 2,368.00
11) 150 Ton Portable Snow Melter (2) - 8 Hours	16	x	$ 1,490.00	= $ 23,840.00
12) 2,000-2,500 Gallon Heated Liquid De-Icer Truck w/Broom (2) – 8 Hours	16	x	$ 225.00	= $ 3,600.00
13) Skid Steer Loaders with Plow or Bucket (6) – 8 Hours	48	x	$ 116.00	= $ 5,568.00
14) 350 Ton Melter (2)-8 Hours	16	x	$ 3,400.00	= $ 54,400.00
15) 600 Ton Melter (1)-8 Hours	8	x	$ 5,900.00	= $ 47,200.00

PROCUREMENT
2011 FEB -9 AM 11:54

16) Field Supervisors (5) – 8 Hours 40 x $ 53.00 = $ 2,120.00

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED FIRST YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 223,168.00 **(D)**
(Add lines 1 through 16)

PRICING SHEET - E
SUPPLEMENTAL WORK*
SECOND YEAR

DESCRIPTION OF EQUIPMENT/ QUANTITY AND ESTIMATED ANNUAL HOURS FOR EACH PIECE OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 2 or 3 yd. Front End Loader (8) - 8 Hours	64	x	$ 192.40	= $ 12,313.73
2) 4 yd. Front End Loaders (5) – 8 Hours	40	x	$ 192.40	= $ 7,696.08
3) 5 yd. Front End Loader (4) – 8 Hours	32	x	$ 192.40	= $ 6,156.86
4) 7 yd. Front End Loader (4) – 8 Hours	32	x	$ 192.40	= $ 6,156.86
5) Bulldozers w/20'-32' with plow rubber wheels (6) – 8 Hours	48	x	$ 323.72	= $ 15,538.75
6) Bulldozers w/20'-32' articulated with plow rubber wheels (1) 8 - Hours	8	x	$ 323.72	= $ 2,589.79
7) 17 yd. Dump Truck (15) – 8 Hours	120	x	$ 129.29	= $ 15,514.32
8) 35 yd. Dump Truck (15) – 8 Hours	120	x	$ 129.29	= $ 15,514.32
9) 4 X 4 Pick-up with Plow (6) – 8 Hours	48	x	$ 85.51	= $ 4,104.58
10) 20 Ton Portable Snow Melter (2) – 8 Hours	16	x	$ 150.66	= $ 2,410.62
11) 150 Ton Portable Snow Melter (2) - 8 Hours	16	x	$ 1,516.82	= $ 24,269.12
12) 2,000-2,500 Gallon Heated Liquid De-Icer Truck w/Broom (2) – 8 Hours	16	x	$ 229.05	= $ 3,664.80
13) Skid Steer Loaders with Plow or Bucket (6) – 8 Hours	48	x	$ 118.09	= $ 5,668.22
14) 350 Ton Melter (2)-8 Hours	16	x	$ 3,461.20	= $ 55,379.20
15) 600 Ton Melter (1)-8 Hours	8	x	$ 6,006.20	= $ 48,049.60

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

16) Field Supervisors (5) – 8 Hours 40 x $ 53.95 = $ 2,158.16

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED SECOND YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK: $ 227,185.01 **(E)**

(Add lines 1 through 16)

PRICING SHEET - F
SUPPLEMENTAL WORK*
THIRD YEAR

DESCRIPTION OF EQUIPMENT/ QUANTITY AND ESTIMATED ANNUAL HOURS FOR EACH PIECE OF EQUIPMENT	ESTIMATED ANNUAL HOURS		PRICE PER HOUR	ESTIMATED ANNUAL CONTRACT PRICE
1) 2 or 3 yd. Front End Loader (8) - 8 Hours	64	x	$ 195.87	= $ 12,535.38
2) 4 yd. Front End Loaders (5) – 8 Hours	40	x	$ 195.87	= $ 7,834.61
3) 5 yd. Front End Loader (4) – 8 Hours	32	x	$ 195.87	= $ 6,267.69
4) 7 yd. Front End Loader (4) – 8 Hours	32	x	$ 195.87	= $ 6,267.69
5) Bulldozers w/20'-32' with plow rubber wheels (6) – 8 Hours	48	x	$ 329.55	= $ 15,818.45
6) Bulldozers w/20'-32' articulated with plow rubber wheels (1) 8 - Hours	8	x	$ 329.55	= $ 2,636.40
7) 17 yd. Dump Truck (15) – 8 Hours	120	x	$ 131.61	= $ 15,793.20
8) 35 yd. Dump Truck (15) – 8 Hours	120	x	$ 131.61	= $ 15,793.20
9) 4 X 4 Pick-up with Plow (6) – 8 Hours	48	x	$ 87.05	= $ 4,178.40
10) 20 Ton Portable Snow Melter (2) – 8 Hours	16	x	$ 153.38	= $ 2,454.08
11) 150 Ton Portable Snow Melter (2) - 8 Hours	16	x	$ 1,544.12	= $ 24,705.92
12) 2,000-2,500 Gallon Heated Liquid De-Icer Truck w/Broom (2) – 8 Hours	16	x	$ 233.17	= $ 3,730.72
13) Skid Steer Loaders with Plow or Bucket (6) – 8 Hours	48	x	$ 120.21	= $ 5,770.08
14) 350 Ton Melter (2)-8 Hours	16	x	$ 3,523.50	= $ 56,376.00
15) 600 Ton Melter (1)-8 Hours	8	x	$ 6,114.31	= $ 48,914.48

16) Field Supervisors (5) – 8 Hours 40 x $ 54.93 = $ 2,197.20

***Price is all-inclusive; including but not limited to labor for operation, maintenance, fuel, oil.**

TOTAL ESTIMATED THIRD YEAR CONTRACT PRICE FOR SUPPLEMENTAL WORK:

$ 231,273.50 (F)
(Add lines 1 through 16)

PRICING SHEETS SUMMARY

(A) Total Estimated Annual Contract Price for Snow Removal-First Year $ 1,539,194.00

(B) Total Estimated Annual Contract Price for Snow Removal-Second Year $ 1,518,481.60

(C) Total Estimated Annual Contract Price for Snow Removal-Third Year $ 1,548,347.20

(D) Total Estimated Annual Contract Price for Supplemental Work- First Year $ 223,168.00

(E) Total Estimated Annual Contract Price for Supplemental Work- Second Year $ 227,185.01

(F) Total Estimated Annual Contract Price for Supplemental Work- Third Year $ 231,273.50

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE:

$ 5,287,649.71
(A+B+C+D+E+F)

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Scope of Work 2
4. Activation of Contractor 2
5. Personnel Requirements 3
6. Radio/Cell Phone Type Communication Device or Port Authority Approved Equal 4
7. Security Identification Card Requirements 4
8. Contractor's Equipment 5
9. Vehicle Markings/ Identification 6
10. Vehicle Communications 6
11. Vehicle Malfunction or Breakdown 6
12. GPS Tracking System Requirements 6
13. Equipment Requirements/Snow Removal Requirements 8
14. Space Provided to the Contractor 13
15. Off-Season Equipment Storage Space Availability 13
16. Cleanliness of Contractor Areas 13
17. No Structural Modifications or Alterations 13
18. Supplemental Work 13
19. Supervision 13
20. Pre-Snow Season Equipment Check 14
21. Pre-Snow Season Meeting 15

1. **Specific Definitions**

   To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

   "Facility" shall mean LaGuardia Airport, Queens NY.

   The term "Manager" shall mean the Manager of LaGuardia Airport or his or her designated representative.

   "Snowfall Recorded" shall mean the snowfall as recorded by the National Weather Service at LaGuardia Airport currently located in the Marine Air Terminal.

   "Trucking Operations" shall mean the transportation of snow from one point to another by means of dump trucks.

2. **Work Required by the Specifications**

   These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the work.

   Within ten (10) days after Contract award, the Contractor shall provide to the Manager a list equipment, assignments and permanent staff.

   When required, snow removal operations shall be performed on a continuous twenty-four (24) hour, seven (7) day per week basis.

3. **Scope of Work**

   The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. Unless specifically noted otherwise, all costs shall be deemed included cost in either the $1/10^{th}$ inch charge or the hourly charge for Supplemental Work as entered by the Contractor on the Pricing Sheets.

4. **Activation of Contractor**

   Snow clearing operations shall commence within one half (1/2) hour of a two (2) inch snow accumulation in aeronautical areas and a two (2) inch accumulation of snow in non-aeronautical areas as measured by the National Weather Service at the Marine Air Terminal at LaGuardia Airport or at the direction of the Manager. This work shall be defined as regular work, which shall be compensated in accordance with the Unit Price Per $1/10^{th}$ of an Inch inserted by the Contractor on the Pricing Sheets in Part IV. Should the Contractor not meet the minimum equipment requirements or maximum allowable start-up times as specified herein, liquidated damages may be assessed in accordance with the section of the Contract entitled "Liquidated Damages".

   The Manager, or designee, shall have the right to activate the Contractor at less than two (2) inch snow accumulation in aeronautical areas and a two (2) inch snow accumulation in non-aeronautical areas as measured by the National Weather Service at the Marine Air terminal at LaGuardia Airport, in accordance with the following:

During an event when the forecast and conditions suggest that normal activation thresholds will be reached, the Contractor shall deploy available equipment based on a joint plan agreed upon with the Manager. There is no maximum allowable start-up time for equipment activated prior to the normal activation thresholds. However, once a two (2) inch snow accumulation in aeronautical areas and a two (2) inch snow accumulation in non-aeronautical areas is reached, as measured by the National Weather Service at the Marine Air Terminal at LaGuardia Airport, all equipment is expected to be fully operational in designated areas as required under the Contract or liquidated damages may be assessed in accordance with the section of the Contract entitled "Liquidated Damages".

Unless normal activation thresholds are actually reached, early activation shall be classified as Supplemental Work and compensation for such shall be in accordance with the Price per Hour inserted by the Contractor on the Pricing Sheets on Part IV, Pages 11 and 12 and in accordance with the Contract terms and conditions pertaining to Supplemental Work.

In certain areas it will be necessary for the Contractor to mobilize staff and equipment before snow has accumulated to the levels where removal is required and because those accumulations may not be reached, for the purposes of this Contract, snow removed shall be equal to snowfall recorded with the exception of those areas where Port Authority forces or others have already commenced snow removal services. In such areas, the snow removed (and amount to be used to calculate compensation of the Contractor) shall equal the difference between the actual snowfall recorded and the snow removed by others prior to the commencement of Contractor snow removal activity. Snowfall Recorded shall be that snowfall as recorded by the official National Weather Service station at LaGuardia Airport. In the event the official National Weather Service station is not recording at LaGuardia Airport, the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager.

5. Personnel Requirements

The Contractor shall supply trained and experienced personnel for the work required by the Contract. All equipment operators shall have a Commercial Drivers License (CDL) with Medical Fitness Card, if appropriate, for the equipment assigned.

The Contractor is require to adhere to all security regulations, rules, procedures and policy as required by the Transportation Security Administration (TSA) and the Port Authority; these requirements may change at any time and the Contractor will be required to follow them at the Contractor's expense.

Upon receipt of a Letter of Award from the Port Authority, the Contractor shall complete the process described in this section pertaining to security identification card requirements. No Supervisor, equipment operator or any other person performing any of the work hereunder will be permitted to perform any of the work unless such personnel have been approved, in advance, by the Port Authority

including successful completion of the required background checks including scoring 80% or better on a security exam administered in English following a three hour Security Identification Display Area (S.I.D.A.) class given by the Port Authority at the Facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall be borne by the Contractor as an included cost and shall not be separately billable hereunder. All training must be completed no later than October 15th.All costs associated with security trainingshall be deemed included in the Contractors' 1/10th inch pricing.

6. Radio/Cell Phone Type Communication Device or Port Authority Approved Equal

At the beginning of the snow season, the Contractor shall provide sufficient Nextel or Port Authority approved equal cell phone type communication devices to equip the Contractors' Supervisors. Prior to the start of each snow season, the Contractor must provide to the Manager a full list of Supervisor's names with the contact numbers associated with the device they have been assigned. The Manager must be advised, in writing, by the Contractor within 24 hours of any changes to devices, contact numbers (etc), throughout the snow season all costs associated with these devices shall be included in the Contractor's 1/10" charge. Only charges within the activated time period will be reimbursed by the Port Authority.

7. Security Identification Card Requirements

a.) Company Requirements

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at LGA Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards; therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request LGA Security ID cards for their employees. They must also:

- Submit "Corporate Package" in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.
- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between the Security ID Office and the company regarding all ID card matters.
- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.
- Immediately return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee (payable to the Port Authority) for lost or unreturned ID cards.

An Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards, must pick up Active ID cards for snow removal staff.

b.) Individual Requirements

ID applicants must successfully undergo a fingerprint based Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements as mandated by TSR 1542 and Port Authority regulations may not receive an ID card. The fingerprinting fee is currently $30. ID card applicants must:

- Complete Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government-issued picture ID

Note: Corporate Package approval may take several months, therefore, we urge applicants are urged to submit it to the Security ID Office well in advance of start of operation.

Individual ID applications may take from one to two weeks and in certain cases several months; consequently, Issuing Officers should submit ID applications to the Security ID Office in a timely manner.

The snow removal company shall pay the fingerprint fee per employee. This cost shall be deemed included in the $1/10^{th}$ inch count cost entered for each year of the Contract on the respective Pricing Sheets by the Contractor.

The Contractor is advised that the fingerprinting fee is subject to change without prior notice. The Contractor shall be responsible for the payment of any increases.

8. Contractor's Equipment

All equipment provided by the Contractor shall be equipped with a back up horn, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving" vehicles, functioning headlights, tail lights and a 360 degree rotating overhead light. Additionally, each plow -equipped vehicle shall have a snow flag mounted vertically on top of the far ends of the plow blades. At no time shall the blade or bucket on any piece of equipment be raised more than 20" above the ground while the equipment is in transit.

The Contractor shall be responsible for all things necessary regarding the "start up" of the portable melters to include water "fill ups".

9. Vehicle Markings/ Identification

Each piece of equipment, including vehicles provided to Supervisors shall bear a unique and distinctive marking as directed by the Manager.

10. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

11. Vehicle Malfunction or Breakdown

Should any of the Contractor's equipment suffer a mechanical or other failure during a snow clearing operation the Contractor shall be afforded a one (1) hour period in which to repair or replace that item of equipment.

12. GPS Tracking System Requirements

The Contractor shall be required to install and maintain a GPS tracking system as assembled and installed by InterFleet, 8 S. Tyson Ave. Floral Park NY 11001 (516 326 4520) or a Port Authority approved equal, (if the contractor does not already have such system or Port Authority approved equal in its vehicles) for approximately sixty-nine (69) pieces of equipment as designated by the Manager. Such system shall be compatible with the Port Authority system.

It is the intention of the Port Authority to establish, or maintain if current, a snow equipment tracking system utilizing global positioning satellite technology which will track both Port Authority snow equipment as well as the Contractor's equipment. The Contractor will be required to purchase all components necessary to integrate the snow equipment required under this Contract into the Port Authority's equipment tracking system if it does not already possess a system satisfactory to the Manager. To ensure full integration into the equipment tracking system, the Contractor shall purchase these components from the system vendor and shall arrange for the vendor to install them in the snow equipment if it does not already possess a system satisfactory to the Manager. The Contractor shall also be responsible for all monthly service and cellular fees as well as extended warranty costs associated with the equipment tracking system. The extended warranty shall include repair/replacement of any system components with the exception of those components damaged by the Contractor.

The compensation set forth in the Pricing Sheets for "Net Cost Work" shall be total compensation for all components of the snow equipment tracking system including Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service.

With the exception of any components damaged by the Contractor, compensation for the snow equipment tracking system components such as Mobile Data Units and associated interfaces, their installation by the vendor into the snow equipment, monthly service and cellular fees and extended warrantees including parts and service procured under this Contract shall be at the net cost which the Contractor pays for such items. Any components damaged by the Contractor shall be replaced by the Contractor at its own cost and shall not be compensable under this Contract.

The first year net cost work shall consist of a onetime purchase and installation estimated at $50,000 for the system hardware and software components, and an estimated $25,000 for annual service, cellular fees and extended warranty costs. The total first year net costs are estimated at $75,000.

The second year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $25,000.
Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

The third year net cost shall consist of the annual service, cellular fees and extended warranty costs are estimated at $25,000.
Compensation made to the Contractor shall be based on the actual cost to the Contractor. Prior to any payment being made for net cost work, the Contractor shall submit to the Manager original invoices for the work performed.

At the end of the term of the Contract or any extension thereof, the Contractor shall return to the Port Authority each of the GPS systems. The Contractor shall be responsible for returning the systems in an undamaged condition. Should the systems be damaged then liquidated damages shall be assessed in accordance with the section of the Contract entitled "Liquidated Damages."

13. Equipment Requirements/Snow Removal Requirements

AERONAUTICAL SNOW REMOVAL REQUIREMENTS

AREA	APPROX. SQUARE FOOTAGE	EQUIPMENT TYPE	ACTION PLAN	SUPERVISION
A (Echo Parking)	519,324	(1) Bulldozer with 32' blade (rubber tires) (1) 350 or 600 ton portable melter	All snow must be pushed and piled and melted.	One Supervisor for these areas.
B (Bldg 137 ARFF, 5 Towers, T/W D, T/W Y, T/W F & Glide Slope Areas)	599,234 * *(SEE NOTE BELOW)*	(1) Bulldozer with 32' blade (rubber tires) (2) 4yd front end loaders Melter in Area "A" to also be used in Area "B" (1) Bulldozer w/ rubber wheels and 12' blade.	Bldg137 ARFF must be pushed piled and melted. 5 Towers snow, T/W D, T/W Y and T/W F snow must be pushed, piled and melted. Glide Slope snow must be back bladed onto T/W AA and pushed to PEG ramp/Bldg. 30 for piling next to in ground melter *	
C (Concourse C→D Alleyway) *Including Adjacent Portion of T/W Alpha*	352,218	(1) Bulldozer with 32' blade (rubber tires) (1) 3yd front end loader (1) 3yd front end loader at 6" accumulation	All snow that has been pushed off T/W Alpha to top of alleyway by bulldozer with 32' articulated blade from Either Area I or Area F, as well as all snow from within alleyway center, must be pushed towards CTB, piled and melted via in ground melters adjacent to building. Care must be taken to minimize the number of gate positions blocked by snow pile(s).	One Supervisor for these areas.
D (Concourse B→C Alleyway) *Including Adjacent Portion of T/W Alpha*	256,145	(1) Bulldozer with 32' blade (rubber tires) (1) 3yd front end loader (1) 3yd front end loader at 6" accumulation		
E (Concourse A→B Alleyway) *Including Adjacent Portion of T/W Alpha*	184,168	(1) Bulldozer with32' blade (rubber tires) (1) 3yd front end loader (1) 3yd front end loader at 6" accumulation		
F (East Side of Concourse A / Hangar 4 Ramp Area) *Including all of T/W Alpha & Vehicle Service Rd.*	639,254	(1) Bulldozer with 32' articulated blade (rubber tires) (1) Bulldozer with 32' blade (rubber tires) (1) 4yd front end loader (1) 350 ton portable melter	The main function of articulated L/B assigned to this area is to push all snow off T/W Alpha towards outer perimeter of vehicle service road between Conc. D and the Hgr. 4 ramp. All snow on Hgr. 4 ramp must be pushed, piled and melted in portable snow melter located within Area F.	One Supervisor for these areas.
G (East End - Includes T/W Mike, Zulu & Adjacent Portion of Alpha)	671,024	(1) Bulldozers with 32' blade (rubber tires) (1) Bulldozers with 20' blade (rubber tires) (1) 4yd front end loader (4) 17yd dump trucks At 6" accumulation (1) 350 ton portable melter	All snow within this area must be pushed, piled and trucked to Area H (Gate 5 Compound), or melted at 6" or more of accumulation	
H (Gate 5 Compound) **Dump Site – only utilized during active dumping operations**	13,780	(1) Bulldozer with 4yd bucket (metal tracks)	The metal track bulldozer assigned to this area must keep a path clear for dump trucks to drive in, turn around and dump their snow load. The dumped piles must then be pushed towards outer perimeter of site. ONLY WHEN DIRECTED TO DO SO, will the snow be pushed into the adjacent waterway.	

AREA	APPROX. SQUARE FOOTAGE	EQUIPMENT TYPE	ACTION PLAN	SUPERVISION
I Vehicle Service Road Post 1 To Taxi Way Zulu	237,000	(1) 32' articulated blade bulldozer with rubber tires	Push and pile snow into current designated areas of contractors responsibility, Areas C D, E, F & G	One Supervisor for these areas.
AREA	**APPROX. SQUARE FOOTAGE**	EQUIPMENT TYPE	ACTION PLAN	SUPERVISION
J Gates B4 and B5	48,500	Equipment that is utilized in areas D & E	Snow will pushed from gate areas to center of alleyways and will pushed piled and melted via in ground melters	One Supervisor for these areas.

* The Glide Slope area constitutes 104,000 square feet of overall footage indicated in Area (B). Contractor will only be directed to remove snow from the Glide Slope when snow has accumulated to six (6) or more inches.

PARKING LOT SNOW REMOVAL REQUIREMENTS

AREA	REQUIRED EQUIPMENT ****	*ACTION PLAN*	*SUPERVISION****
1 {Lot 1}	(1) Skid Steerer (1) 3yd front end loader (1) 4x4 pick-up truck with plow (1) 40 ton melter	Snow must be cleared from all lanes and empty parking spots (including handicapped parking areas). Then melted in portable snow melter located inside of lot*****	One Supervisor for Areas 1 and 2. One supervisor each for Areas 3 and 4.
2 {Lot 3}	(1) 4x4 pick-up truck with plow (1) skid steer loader with push plow (1) skid steer loader with bucket 1) 40 ton melter	Snow must be cleared from all lanes and empty parking spots (including handicapped parking areas). Then melted in portable snow melter located inside of lot*****	
3 {Lot 4}	(2) 3yd front end loaders (1) 4x4 pick-up truck with plow (2) skid steer loaders with push plows ** (1) 150 ton portable melter * At 6" accumulation add the following equipment (1) 3 yd loader (1) 4x4 pick up w/ plow (1) skid steerer.	Snow must cleared from all lanes and empty parking spots (including handicapped parking areas), then melted in portable snow melter located inside of lot *****	
4 {Lot 5}	(1) 3yd front end loader (1) 4x4 pick-up truck with plow (2) skid steer loaders with push plows ** (1) 150 ton portable melter *	Snow must cleared from all lanes and empty parking spots (including handicapped parking areas), then melted in portable snow melter located inside of lot *****	
5 {Lot 6}	(1) 3yd front end loader (1) 4x4 pick-up truck with plow (1) skid steer loaders with push plow (1) 40 ton melter	Snow must be cleared from all lanes and empty parking spots (including handicapped parking areas). Then melted in portable snow melter located inside and outside of lot***** Portable melter is for use in both areas, 5 and 6.	One Supervisor for Areas 5 and 6.
6 {Lot 7}			
7 {Lot 10E}	(2) 3yd front end loader (2) 4x4 pick-up truck with plow (2) skid steer loaders with push plows ** (1) 150 ton portable melter * At 6" accumulation () 3yd front end loader (1) 4x4 pick-up truck with plow (1) skid steer loaders with push plows **	Snow must cleared from all lanes and empty parking spots (including handicapped parking areas), then melted in portable snow melter located inside of lot *****	
8 Bldg # 137 ARFF	(1) skid steer loader with push plow**	Snow must cleared from all lanes and empty parking spots (including handicapped parking areas), then melted in portable snow melter located inside of lot *****	One Supervisor for areas 7 and 8

* Contractor is responsible for all things necessary regarding the start-up of melter including any and all water fill-ups.

** Optional bucket must be on site and available for one (1) skid steer loader in {an overall of 3 available buckets for facility}.

*** Supervisor's responsibilities include but may not be limited to equipment escorts, providing direction/guidance to equipment operators, coordinating operator relief and meal breaks, planning and overseeing equipment re-fueling operations, as well as maintaining a safe work environment.

**** Equipment requirements for each lot should be considered as initial deployment plan upon activation. Equipment may be relocated from lot to lot as deemed necessary by the Facility Manager or designee.

***** Snow berms created by equipment pushing snow in parking lot lanes shall not exceed the height of six (6) inches.

EQUIPMENT TYPE	REQUIRED NUMBER AVAILABLE	MINIMUM HOURLY GUARANTEE UPON ACTIVATION	ESTIMATED TOTAL HOURS FOR THREE YEARS
2 OR 3 YD FRONT END LOADERS	8	8	192
4 YD FRONT END LOADERS	5	8	120
5 YD FRONT END LOADERS	4	8	96
7 YD FRONT END LOADERS	4	8	96
BULLDOZERS w/20-32' PLOW (Rubber Wheels)	6	8	144
BULLDOZERS w/20'-32' ARTICULATED PLOW (Rubber Wheels)	1	8	24
17yd DUMP TRUCKS	15	8	360
35yd DUMP TRUCKS	15	8	360
4x4 P/U TRUCK WITH PLOW	6	8	144
SKID STEER LOADERS (Available w/Plow or Bucket)	6	8	144
20 TON PORTABLE SNOW MELTERS	2	8	48
100 - 150 TON PORTABLE SNOW MELTERS	2	8	48
2,000 – 2,500 GALLON HEATED LIQUID DE-ICER TRUCK WITH BOOM	2	8	48
FIELD SUPERVISOR	5	8	120
350 Ton Melter	2	8	48
600 Ton Melter	1	8	24

14. Space Provided to the Contractor

Space will be provided to the Contractor free of charge for the staging of equipment required by this Contract between November 1st and April 16th . No space will be available during the non-snow season. The Contractor shall be responsible for maintaining this area in a clean orderly condition satisfactory to the Manager.

15. Off-Season Equipment Storage Space Availability

Space for the off-season may be negotiated by the Contractor with the LaGuardia Airport Properties Division. The off-season shall commence on April 16th and end October 31st. Any such agreement shall be deemed separate and apart from this Contract. The availability of storage space is not guaranteed.

16. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintaining all Contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractor's expense.

17. No Structural Modifications or Alterations

The Contractor shall perform no structural modifications or alterations without the written permission of the Manager. At the end of the snow season, all Contractor areas shall be inspected by the Manager and deductions shall be made from the payment due the Contractor for cleaning, structural repairs and the removal of debris due to the Contractor failing to maintain the areas, misusing or abusing them.

18. Supplemental Work

The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform Supplemental Work when ordered by the Manager. Supplemental Work shall be defined as the supplying of labor, supervision, equipment and materials at an hourly rate in addition to the labor, supervision, equipment and materials specified elsewhere in the Contract. All equipment ordered by the Manager under Supplemental Work shall be at the Facility performing the work within four (4) hours notification from the Manager.

19. Supervision

The Contractor shall provide experienced and trained Supervisors for this Contract. Each Supervisor shall be required to sign in and out at the Snow Desk. Each Supervisor shall be provided with a vehicle which is distinctively marked in a manner acceptable to the Manager. Each Supervisor shall have a Nextel or Port Authority approved equal communication device. The cost of the Supervisors shall be included in the 1/10th inch price.

Supervisors shall have at least five (5) years experience in snow removal operations and shall have at least three (3) years experience in snow removal operations at a large

airport. The Contractor shall provide resumes for all Supervisors to be employed under this Contract prior to award.

The Contractor's Supervisors shall be responsible for:

- Operational safety.
- Coordinating operator activities.
- Supervising the work
- Receiving directions from the Manager.
- Scheduling, coordinating and supervising the refueling of equipment.
- Scheduling and coordinating equipment maintenance and repair.
- Equipment escorts
- Co-coordinating and supervising operator reliefs and meal breaks
- Other duties as set forth by the Manager

The Contractor shall be required to provide a Supervisor for each of the following locations upon activation unless otherwise directed by the Manager:

PARKING LOT AREAS	Number of Supervisors
Areas 1 & 2	1
Areas 3 & 4	1
Areas 5 & 6	1
Areas 7 & 8	1

AERONATUICAL AREAS	Number of Supervisors
A & B	1
C,D & E	1
F,G,H,I & J	1

20. Pre-Snow Season Equipment Check

At a date set forth by the Manager, the Contractor shall provide a representative who shall, in the company of Port Authority staff inspect the Contractor's equipment to ascertain the mechanical condition of the equipment and set deadlines for any action to be taken to repair or replace the equipment.

The Contractor shall provide a written report detailing the condition of the equipment and the remedial action to be taken with deadlines for repairs established for equipment needing repairs. All expenses incurred by the Contractor for this

inspection and report preparation shall be deemed an included cost. Any equipment repairs required must be completed within seven (7) business days.

21. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractor's staff to discuss the forthcoming season and coordinate activities. All costs associated with this meeting shall be included in the $1/10^{th}$ inch price.

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS 3

PART II GENERAL PROVISIONS 4

1. Facility Rules and Regulations of The Port Authority 4
2. Contractor Not An Agent 4
3. Contractor's Warranties 5
4. Personal Non-Liability 6
5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination 6
6. Rights and Remedies of the Port Authority 6
7. Rights and Remedies of the Contractor 6
8. Submission To Jurisdiction 6
9. Harmony 7
10. Claims of Third Persons 7
11. No Third Party Rights 8
12. Provisions of Law Deemed Inserted 8
13. Costs Assumed By The Contractor 8
14. Default, Revocation or Suspension of Contract 8
15. Sales or Compensating Use Taxes 11
16. No Estoppel or Waiver 11
17. Records and Reports 11
18. General Obligations 12
19. Assignments and Subcontracting 14
20. Indemnification and Risks Assumed By The Contractor 14
21. Approval of Methods 15
22. Safety and Cleanliness 15
23. Accident Reports 15
24. Trash Removal 16
25. Lost and Found Property 16
26. Property of the Contractor 16
27. Modification of Contract 16
28. Invalid Clauses 16
29. Approval of Materials, Supplies and Equipment 16
30. Intellectual Property 17
31. Contract Records and Documents – Passwords and Codes 17
32. Designated Secure Areas 18
33. Notification of Security Requirements 18
34. Construction In Progress 20
35. Permit-Required Confined Space Work 20
36. Signs 20
37. Vending Machines, Food Preparation 21
38. Confidential Information/Non-Publication 21
39. Time is of the Essence 22
40. Holidays 22
41. Personnel Standards 22
42. General Uniform Requirements for Contractor's Personnel 22
43. Labor, Equipment and Materials Supplied by the Contractor 23
44. Contractor's Vehicles – Parking - Licenses 23

45. Manager's Authority 23
46. Price Preference 23
47. Good Faith Participation 24

PART III CONTRACTOR'S INTEGRITY PROVISIONS 24
1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information 24
2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees 25
3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts 26
4. No Gifts, Gratuities, Offers of Employment, Etc. 26
5. Conflict of Interest 27
6. Definitions 28

STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples of North
America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. **Personal Non-Liability**

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. **Equal Employment Opportunity, Affirmative Action, Non-Discrimination**

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. **Rights and Remedies of the Port Authority**

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

7. **Rights and Remedies of the Contractor**

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. **Submission To Jurisdiction**

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority , or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.

2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and

maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor(and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.

b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe

manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons(including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority)or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious

damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by

the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time ("Secure Areas"). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Contractor/ Subcontractor identity checks and background screening

  The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

  The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

  As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense

as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

(1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

(2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

(3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
(4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
(5) restrictions on the transfer, shipping, and mailing of CI information;
(6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
(7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
(8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
(9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
(10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009),* Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or-after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be

provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any

required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding $1,000,000, for:

(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Port Authority's Office of Business and Job Opportunity at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and

g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is

uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or

sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain

disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

THE PORT AUTHORITY OF NY & NJ

Andrea Roitman
Director, Procurement Department

October 9, 2007

Philip Dejana, Vice President
Aero Snow Removal Corp.
30 Sagamore Hill Drive
Port Washington, NY 10050

RE: REQUIREMENTS CONTRACT FOR SNOW REMOVAL SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT; BID # 13341; CONTRACT # 4600006996; PURCHASE ORDER # 4500053947

Dear Mr. Dejana:

Your bid, including addenda # 1 and # 2 and revised pricing received on September 29, 2007, addressing the referenced Contract has been accepted. The term of this Contract shall be for a three (3) year period effective November 1, 2007 through October 31, 2010 subject to earlier termination or extension as provided for in the Contract. The Total Estimated Contract Price for this period is $10,325,500.

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. Please reference CITS # 3010N on this certificate.

Your facility contact is Paul Doherty who can be reached at (973) 961-6075. 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 # 4500053947 has been assigned to this Contract.

Very truly yours,

Andrea Roitman
Director
Procurement Department

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 3981

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: REQUIREMENTS CONTRACT FOR SNOW CLEARING, REMOVAL AND MELTING SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT

BID NO.: 13341

SUBMIT SEALED BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS WHERE THEY WILL BE PUBLICLY OPENED AND READ

BID DUE DATE: June 27, 2007 **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)

AERO SNOW REMOVAL CORP.
(NAME OF BIDDING ENTITY)

30 SAGAMORE HILL DR.
(ADDRESS)

PORT WASHINGTON NEW YORK 11050
(CITY, STATE AND ZIP CODE)

PHILIP DEJANA VICE PRESIDENT (516) 944 3100
(REPRESENTATIVE TO CONTACT-NAME & TITLE (TELEPHONE)

Ex. (1)

(FEDERAL TAX I.D. NO.) (516) 767-9200 (FAX NO.)

✓ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

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 06/20/2007

ADDENDUM #1

To prospective bidders/proposers on bid/RFP # 13341 for Requirements Contract for Snow Removal Services at Newark Liberty International Airport

☒ Due back on June 27, 2007, no later than 11:00AM

☐ Originally due on , no later than

The following changes are hereby made in the documents:

A. **Page 6 of Part V, Section 8, Specific Snow Clearing Description and Specific Contract Requirements, second paragraph, second line: Insert the word "contiguous" between the words "...minimum of eight (8)..." and "...vehicle spaces are available."**

For Informational Purposes Only
A copy of the current contract and all extensions are attached.

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
At the pre-bid meeting a Contractor voiced his concerns regarding the contract specific requirement for "six (6) truck mounted snow melters each with a minimum capacity of 150 tons per hour melting capacity". Can this unit be procured from other sources besides Aero Snow Removal Corp?

Answer:
See attached for article that highlights a 150-tph truck mounted melter manufactured by Snow Removal Systems, Inc, Bellingham, Washington. The Port Authority does not endorse any brand unit.

Question #2
On page 7 of Part IV, Pricing Sheet for Extra Work: Does the Port Authority intend for the Contractor to enter a price per rated ton per hour (price per ton rated capacity*hour) or (x*500*1) or does the Port Authority intend the Contractor to enter a price per hour for a 500 ton per hour melter) (hourly price * hour) or (x*1)?
Answer:
The Port Authority is evaluating the hourly rate of the ramp melter with a 500-ton minimum capacity.

Question #3
Can a Contractor provide a 600-ton per hours rated capacity to the Port Authority for melting at airside locations? Will the Port Authority compensate the Contractor for the rated 600-tph capacity or at the specified 500-tph rate?
Answer:
The Port Authority requires a 500-tph melter. If the Contractor plans on utilizing a 600-tph melter, all costs should be reflected in their hourly rate for the 500-ton capacity melter. No additional compensation will be allowed.

Question # 4
Is it the Port Authority's intention that when additional jeeps or pay loaders (to use two examples), in excess if the Required Equipment list under Part V, pages 5 and 6, are requested by the Port Authority for use in snow clearing operations, that the Port Authority will compensate the Contractor at the "Extra Work" hourly rates for the corresponding year, as listed in the pricing section of this bid document?
Answer:
Yes. The Port Authority has specific response equipment listed in the document in Part V that is mandatory. Once the Contractor has provided all the required response equipment, any additional requested equipment would be deemed extra work and therefore the Contractor would be compensated based on the quoted pricing.

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

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 06/26/2007

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 13341 for Requirements Contract for Snow Removal Services at Newark Liberty International Airport

☒ Due back on July 3, 2007, no later than 11:00AM

☒ Originally due on June 27, 2007, no later than 11:00AM

The following changes are hereby made in the documents:

A. **This bid is postponed until Tuesday, July 3, 2007. Bids are due no later tha 11:00 AM.**
B. **Page 5 of Part IV, Pricing Sheet 1-A Year # 1, letter B: Insert the words at the end of the sentence, "Hardstands, Amelia, Lindy and Wilbur".**
C. **Page 5 of Part IV, Pricing Sheet 1-A Year # 1, letter E: Insert the words at the end of the sentence, "Hardstands, Amelia, Lindy and Wilbur".**
D. **Page 6 of Part IV, Pricing Sheet 1-B Year # 1, Number 2: Insert the words "Hardstands, Amelia, Lindy and Wilbur" between "B-2, B-3 ramps..." and "...Lump Sum".**
E. **Page 6 of Part IV, Pricing Sheet 1-B Year # 1, Number 5: Insert the words "Hardstands, Amelia, Lindy and Wilbur" between "B-2, B-3 ramps..." and "...Fixed Unit Price".**
F. **Page 8 of Part IV, Pricing Sheet 2-A Year # 2, letter B: Insert the words at the end of the sentence, "Hardstands, Amelia, Lindy and Wilbur".**
G. **Page 8 of Part IV, Pricing Sheet 2-A Year # 2, letter E: Insert the words at the end of the sentence, "Hardstands, Amelia, Lindy and Wilbur".**
H. **Page 9 of Part IV, Pricing Sheet 2-B Year # 2, Number 2: Insert the words "Hardstands, Amelia, Lindy and Wilbur" between "B-2, B-3 ramps..." and "...Lump Sum".**
I. **Page 9 of Part IV, Pricing Sheet 2-B Year # 2, Number 5: Insert the words "Hardstands, Amelia, Lindy and Wilbur" between "B-2, B-3 ramps..." and "...Fixed Unit Price".**
J. **Page 11 of Part IV, Pricing Sheet 3-A Year # 3, letter B: Insert the words at the end of the sentence, "Hardstands, Amelia, Lindy and Wilbur".**

PS11All

K. **Page 11 of Part IV, Pricing Sheet 3-A Year # 3, letter E: Insert the words at the end of the sentence, "Hardstands, Amelia, Lindy and Wilbur".**

L. **Page 12 of Part IV, Pricing Sheet 3-B Year # 3, Number 2: Insert the words "Hardstands, Amelia, Lindy and Wilbur" between "B-2, B-3 ramps..." and "...Lump Sum".**

M. **Page 11 of Part IV, Pricing Sheet 3-B Year # 3, Number 8: Insert the words "Hardstands, Amelia, Lindy and Wilbur" between "B-2, B-3 ramps..." and "...Fixed Unit Price".**

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: AERO SNOW REMOVAL CORP. (ILL)

INITIALED: _____

DATE: 6/27/07

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO KATHY LESLIE WHELAN, WHO CAN BE REACHED AT (212) 435-3929.

07-03-07A11:19 RCVD

PS11All

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 7

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 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.

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.

PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS, TABLE OF CONTENTS

1. Service(s) Required 2
2. Location(s) Services Required 2
3. Expected Date of Commencement of Contract 2
4. Contract Type 2
5. Duration of Contract 2
6. Price Adjustment during Base Term (Index Based) 2
7. Option Period(s) 2
8. Price Adjustment during Option Period(s) (Index Based) 2
9. Extension Period 2
10. Facility Inspection 2
11. Specific Bidder's Prerequisites 2
12. Available Documents 3
13. Aid to Bidders 3

PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

The following information may be referred to in other parts hereof, or further detailed in other parts hereof, if applicable.

1. **Service(s) Required**
   Snow Removal and Snow melting at Newark Liberty International Airport

2. **Location(s) Services Required**
   Terminal B International Facility, various Parking Lots and Parking Structures, various aeronautical areas, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**
   On or about November 1, 2007

4. **Contract Type**
   Requirements

5. **Duration of Contract**
   Three (3) years ending on or about October 31, 2010

6. **Price Adjustment during Base Term (Index Based)**
   Not Applicable

7. **Option Period(s)**
   There shall be up to three (3) one (1) year Option Period(s).

8. **Price Adjustment during Option Period(s) (Index Based)**
   Price adjustment during the Option Period(s) shall be pursuant to the clause entitled "Price Adjustment" in Part III hereof.

9. **Extension Period**
   120 Day Applicable

10. **Facility Inspection**
    Date and Time: June 15, 2007 at 10:00 AM

    Please contact Paul Doherty at 973 961-6075 to confirm attendance and/or receive travel directions.

11. **Specific Bidder's Prerequisites**
    a. The Bidder shall have had at least five (5) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of a snow clearing and removal business and during that time actually

engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

b. During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one (1) contract(s) requiring similar services of similar scope to those required under this Contract.

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:

Existing Contract for Snow Removal Services at Newark Liberty International Airport

13. Aid to Bidders

As an aid to bidders in estimating the appropriate amount of equipment/hours required for the performance of this Contract, the flowing historical data is provided:

The snowfall of record at Newark Liberty International Airport for the five previous snow seasons recorded from the Weather Bureau is as follow

2006-2007	8.8 inches
2005 –2006	37.9 inches
2004-2005	43.3 inches
2003-2004	48 inches
2002-2003	52.3 inches
Average	38.06 inches

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS, TABLE OF CONTENTS

1. General Agreement 2
2. Duration 2
3. Payment 3
4. Price Adjustment 5
5. Liquidated Damages 6
6. Insurance 7
7. Increase and Decrease in Areas or Frequencies 7
8. Extra Work 9

PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **General Agreement**

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the Specifications, at the location(s) listed in Part II and fully set forth in the Specifications, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him/her by this Contract.

In addition, all things not expressly mentioned in the Specifications but involved in the carrying out of their intent and in the complete and proper execution of the matters referred to in and required by this Contract are required by the Specifications, and the Contractor shall perform the same as though they were specifically delineated, described and mentioned therein.

2. **Duration**

a) The initial term of this Contract (hereinafter called the "Base Term") shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority's written notice of bid acceptance (hereinafter called the "Commencement Date"), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the "Expiration Date").

b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the "Option Period(s)") following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled "Price Adjustments". If the Port Authority shall elect to exercise the option(s) to extend this Contract, then, not later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, as aforesaid, and the Base Term of this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of services performed and the respective prices inserted by the Contractor in the Pricing Sheet(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.

b) The payment of the Lump Sum shall be made in (6) six consecutive monthly installments each of an amount equal to one-sixth of the total Lump Sum starting in November. Therefore, on or about the first day of each month starting in November, the Contractor will submit an invoice to the Manager for one-sixth of the total Lump Sum and after verification the Manager shall process said payment and the Contractor shall be compensated for said invoice within 30 days.

c) For additional required equipment above and beyond the equipment specified in the agreement the Contractor will be compensated for the actual time that the equipment was utilized at the Hourly Rate inserted by the Contractor in the Pricing Sheets. The Contractor will submit an invoice with all appropriate authorized back-up paper work to the Manager. Upon verification of said paper work and after reviewing said paper work for accuracy, authenticity and thoroughness, the Manager shall process said invoices and the Contractor shall receive payment within 30 days.

d) For Snow Melting above and beyond the melting requirements specified in this agreement the Contractor will be compensated at the Hourly Rate for Snow Melting inserted by the Contractor in the Pricing Sheets. The Contractor will

submit an invoice with all appropriate authorized back-up paper work to the Manager. Upon verification of said paper work and after reviewing said paper work for accuracy, authenticity and thoroughness, the Manager shall process said invoices and the Contractor shall receive payment within 30 days.

e) The Contractor will be compensated for all snow fall in excess of thirteen (13) inches of snow at the per inch rate inserted by the Contractor in the Pricing Sheets. Snowfall Recorded shall be that snow fall as recorded by the official United States Weather Bureau at Newark Liberty International Airport. In the event the official United States Weather Bureau station is not recording at Newark Liberty International Airport the amount of snow fall shall be determined by other official sources as agreed upon by the Contractor and the Manager..

f) In the event that Contractor equipment is activated prior to the agreed upon snowfall amount, the Contractor shall be compensated at the Hourly Rate inserted by the Contractor in the Pricing Sheets until the agreed upon snow fall amounts have been reached. The Contractor will submit an invoice with all appropriate authorized back-up paper work to the Manager. Upon verification of said paper work and after reviewing said paper work for accuracy, authenticity and thoroughness, the Manager shall process said invoices and the Contractor shall receive payment within 30 days.

g) 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.

h) 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 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").

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 Option Period, exercised (excluding the 120 day Extension Period) hereunder, the compensation payable shall be adjusted as follows:

For the first year of the Option Period, the Price Index shall be determined for the months of June 2009 and June 2010. 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 June 2010 and the denominator of which is the Price Index for June 2009. The resulting product shall be the compensation payable in the first Option Period.

For the second year of the Option Period, the Price Index shall be determined for the months of June 2010 and June 2011. 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 June 2011 and the denominator of which is the Price Index for June 2010. The resulting product shall be the compensation payable in the second Option Period.

For the third year of the Option Period, the Price Index shall be determined for the months of June 2011 and June 2012. 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 June 2012 and the denominator of which is the Price Index for June 2011. The resulting product shall be the compensation payable in the third 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

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:

For each half hour or fraction thereof beyond the time set by the Manager for commencement of work that equipment is not present, not in working condition or not properly staffed, including Supplemental Work and inch count work, liquidated damages of $200 per half hour per piece of equipment shall be assesed

Should any of the Contractors equipment suffer a mechanical or other failure during a snow clearing operation the contractor shall be afforded a one (1) hour period in which to repair or replace that item of equipment after which time, should the contractor fail to repair or replace that item of equipment, liquidated damages of the actual hourly rate of said equipment times 200 percent (200%)shall be assesed for every hour or part thereof that the equipment is not repaired or replaced.

For required equipment that is not supplied when ordered by the Manager, the contractor shall be assessed liquidated dammages in the amount of 200 percent (200%) of the actual hourly rate inserted by the Contracrtor in the Pricing Sheet.

For each hour that the Contractor fails to have a Supervisor(s) physically present or for each hour that the Supervisor is not in the sole opinion of the Manager, satisfactorily engaged in the performance of his/ duties liquidated damages in the amount of $200 per hour per Supervisor shall be assessed.

Should the Contractor block airline gates or other areas with snow piles which the Contractor has been directed by the Manager to keep clear then liquidated damages in the amount of $500 per location shall be assessed

b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed 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 #3010N]***

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 that are hereunder so described. In the event the Manager decides to change any equipment or areas such change shall be by written

notice not less than five (5) business days from the date that said changes are to be effective.

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 any case, in the event of a decrease in required services , the Contractor shall not be entitled to compensation for Work not performed.

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 Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total 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 four (4) 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.

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

Sample Pricing Sheet - ONE YEAR CONTRACT ..... **Error! Bookmark not defined.**

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity AERO SNOW REMOVAL CORP

Bidder's Address 30 SAGAMORE HILL DR

City, State, Zip PORT WASHINGTON, NEW YORK 11050

Telephone No. (516) 944-3100 FAX (516) 767-9200

Email CONTRACTS@AERO SNOW.COM EIN# Ex. (1)

SIGNATURE _____ Date JUNE 26th 2007

Print Name and Title PHILIP DEJANA - VICE PRESIDENT

ACKNOWLEDGEMENT:

STATE OF: NEW YORK 07-03-07A11.

COUNTY OF: NASSAU

On this 26 day of JUNE, 2007, personally came before me, Philip Dejana, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

MICHAEL INGER
Notary Public, State of New York
No. 01IN6126512
Qualified in Nassau County
Commission Expires May 9, 20 09

_____
Notary Public

NOTE: If a joint venture is allowed, duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is attached hereto. ☐

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)
PETER DEJANA	PRESIDENT	Ex. (1)
PHILIP DEJANA	VICE PRESIDENT	Ex. (1)
WILLIAM F. WYNPERLE	EXEC. V.P.	Ex. (1)

07-03-07A11:20 RCVD

3. PRICING SHEET(S)

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 re-compute 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.

3. PRICING SHEET(S)

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 re-compute 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.

CONTRACTORS PRICE SHEET – YEAR #1 2007-2008

Price Sheet "1-A" YEAR #1

Subject to the provisions of this contract with respect to specific express additions to or deductions from compensation, the Port Authority agrees to pay the Contractor and the Contractor agrees to accept from the Port Authority in full and complete consideration for the performance of all its duties and obligations under the contract and as sole compensation for the services performed by the Contractor for the first year of the contract at the sum of:

A) 912,262 dollars and 00 cents throughout this contract call the Lump sum, for removal of snow from all areas excluding B-2, B-3 ramps.

B) 654,528 dollars and 00 cents throughout this contract call Lump Sum, for removal and melting of accumulated snow at B-2, B-3 ramps.

C) 246,865 dollars and 00 cents throughout this contract called the lump sum for removal and melting of snow on the Terminal C and Parking Lot P-4 rooftop garages with appropriate loaders, bobcats and other support equipment.

D) 23,900 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of November 1, 2007, to and including April 30, 2008 (excluding B2-B3 Ramps)

E) 17,148 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of Nov. 1, 2007, to and including April 30, 2008 at the B2-B3 Ramps.

F) 6,468 dollars and 00 cents throughout this contract called the Fixed Unit Price for each inch of snow over a base of 13 inches at Term C and Lot P-4 rooftop garages- melter with appropriate loaders, bobcats and other support equipment.

G) 1,834 dollars and 00 cents throughout this contract called the Thermal Snow Melter Unit Price, per hour for each hour when a 150-ton thermal snow melter is put into operation at the direction of the Manager.

H) 281 dollars and 00 cents throughout this contract called the Payloader Unit Price, per hour for 3-4 yd articulated payloader in operation to dress piles and load melter.

For the purpose of facilitating the comparison of Proposals and for such purposes only, it is estimated that the total snowfall over the base of 13.0 inches during the period November 1, to April 30 will be 13.0 inches and the estimated total hours of use of a snow melter and accompanying payloader is 150 hours. All equipment listed under "Extra Work" (Price Sheet 1-C) will be estimated by 50 hours of use for each piece of equipment. This is not to include Terminal B. Terminal B is included in lump sum price. Based on this, the "Estimated Total Contract Price" shall be computed as follows:

1) Lump Sum (Letter "A" from Price Sheet 1A) (Up to 13 inches).

912,262.00

2) B-2, B-3 ramps Lump Sum (Letter "B" from Price Sheet A) (Up to 13 inches)

654,528.00

3) Fixed Unit Price (from above) (Letter "C" from Price Sheet A, up to 13 inches

246,865.00

4) Fixed Unit Price (Letter "D" from Price Sheet A, times 13 inches over 13 inch base.)

310,700.00

5) B-2, B-3 ramps Fixed Unit Price (Letter "E" from Price Sheet A, times 13 inches over 13 inch base

222,924.00

6) Fixed Unit Price (Letter "F" from Price Sheet A, times 13 inches over 13 inch base

84,084.00

7) Snow Melter Unit Price (Letter "G" from Price Sheet A) x 150 hrs

275,100.00

8) Articulated Payloader Unit Price (Letter "H" from Price Sheet A) x 150 hours

42,150.00

9) Total of "'Schedule of Unit Prices" for Extra Work" from price sheet "1-C" Items 1-12 x 50 hours = $ 520,000.00

4. Estimated Total Contract Price (YEAR #1) 3,268,613.00

Price Sheet "1-C" - YEAR #1

SCHEDULE OF UNIT PRICES FOR "EXTRA WORK" (WHEN REQUIRED AT ANY HOUR, 24 HOURS A DAY, 7 DAYS PER WEEK, FIRST YEAR)

Items

1)	30' blade and mover	$ 363.00	per hour
2)	3 –4 cubic yard articulated payloader	$ 281.00	per hour
3)	5 cubic yard articulated payloader	$ 289.00	per hour
4)	Dump truck with road plow	$ 150.00	per hour
5)	16 yard dump truck	$ 95.00	per hour
6)	Jeep with 7 foot plow	$ 120.00	per hour
7)	5 cubic yard salt spreader	$ 125.00	per hour
8)	Line Sweeper	$ 193.00	per hour
9)	10-16 yard salter with plow	$ 225.00	per hour
10)	Bobcat w/Blade, bucket or Broom	$ 193.00	per hour
11)	40 ton melter	$ 1,030.00	per hour
12)	Hourly rate for ramp melters (Term. B-2, B-3) per ton hr. (for a total rated capacity of 500 ton)	$ 7,366.00	per hour

Total of All Equipment 1-12 $ 10,400.00 per hour The total of items 1-12 shall be used for the calculation for item #9 (Total of Schedule of Unit Prices For Extra Work) Price Sheet "1-B"

CONTRACTORS PRICE SHEET – YEAR #2 2008-2009

Price Sheet "2-A" YEAR #2

Subject to the provisions of this contract with respect to specific express additions to or deductions from compensation, the Port Authority agrees to pay the Contractor and the Contractor agrees to accept from the Port Authority in full and complete consideration for the performance of all its duties and obligations under the contract and as sole compensation for the services performed by the Contractor for the first year of the contract at the sum of:

A) 960,955 dollars and 00 cents throughout this second year call the Lump sum, for all areas excluding B-2, B-3 ramps.

B) 689,464 dollars and 00 cents throughout this contract call Lump Sum, for removal and melting of accumulated snow at B-2, B-3 ramps.

C) 260,042 dollars and 00 cents throughout this contract called the lump sum for removal and melting of snow on the Terminal C and Parking Lot P-4 rooftop garages with appropriate loaders, bobcats and other support equipment.

D) 25,095 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of November 1, 2008, to and including April 30, 2009 (excluding B2-B3 Ramps)

E) 18,005 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of Nov. 1, 2008, to and including April 30, 2009 at the B2-B3 Ramps.

F) 6,791 dollars and 00 cents throughout this contract called the Fixed Unit Price for each inch of snow over a base of 13 inches at Term C and Lot P-4 garages- melter with appropriate loaders, bobcats and other support equipment.

G) 1,926 dollars and 00 cents throughout this contract called the Thermal Snow Melter Unit Price, per hour for each hour when a 150-ton thermal snow melter is put into operation at the direction of the Manager.

H) 295 dollars and 00 cents throughout this contract called the Payloader Unit Price, per hour for 3-4 yd articulated payloader in operation to dress piles and load melter.

Price Sheet "2-B" – YEAR #2

For the purpose of facilitating the comparison of Proposals and for such purposes only, it is estimated that the total snowfall over the base of 13.0 inches during the period November 1, to April 30 will be 13.0 inches and the estimated total hours of use of a snow melter and accompanying payloader is 150 hours. All equipment listed under "Extra Work" (Price Sheet 2-C) will be estimated by 50 hours of use for each piece of equipment. This is not to include Terminal B. Terminal B is included in lump sum price. Based on this, the "Estimated Total Contract Price" shall be computed as follows:

1) Lump Sum (Letter "A" from Price Sheet 2A) (Up to 13 inches)
960,955.00

2) B-2, B-3 ramps Lump Sum (Letter "B" from Price Sheet 2A) (Up to 13 inches)
689,464.00

3) Fixed Unit Price (from above) (Letter "C" from Price Sheet 2A, up to 13 inches
260,042.00

6) Fixed Unit Price (Letter "D" from Price Sheet 2A, times 13 inches over 13 inch base.)
326,235.00

5) B-2, B-3 ramps Fixed Unit Price (Letter "E" from Price Sheet 2A, times 13 inches over 13 inch base
234,065.00

7) Fixed Unit Price (Letter "F" from Price Sheet 2A, times 13 inches over 13 inch base
88,283.00

7) Snow Melter Unit Price (Letter "G" from Price Sheet 2A) x 150 hrs

288,900.00

8) Articulated Payloader Unit Price (Letter "H" from Price Sheet 2A) x 150 hours

44,250.00

9) Total of "'Schedule of Unit Prices" for Extra Work" from price sheet "2-C" Items 1-12 x 50 hours = 546,050.00

5. Estimated Total Contract Price (YEAR #2) 3,438,244.00

Price Sheet "2-C" – YEAR #2

SCHEDULE OF UNIT PRICES FOR "EXTRA WORK" (WHEN REQUIRED AT ANY HOUR, 24 HOURS A DAY, 7 DAYS PER WEEK, SECOND YEAR)

Items

1)	30' blade and mover	$ 381.00	per hour
2)	3 –4 cubic yard articulated payloader	$ 295.00	per hour
3)	5 cubic yard articulated payloader	$ 303.00	per hour
4)	Dump truck with road plow	$ 158.00	per hour
5)	16 yard dump truck	$ 100.00	per hour
6)	Jeep with 7 foot plow	$ 126.00	per hour
7)	5 cubic yard salt spreader	$ 131.00	per hour
8)	Line Sweeper	$ 203.00	per hour
9)	10-16 yard salter with plow	$ 236.00	per hour
10)	Bobcat w/Blade, bucket or Broom	$ 203.00	per hour
11)	40 ton melter	$ 1,082.00	per hour

12) Hourly rate for ramp melters
(Term. B-2, B-3) per ton hr. $ 7,703.00 per hour
(for a total rated capacity of 500 ton)

Total of All Equipment 1-12 $ 10,921.00 per hour The total of items 1-12 shall be used for the calculation for item #9 (Total of Schedule of Unit Prices For Extra Work) Price Sheet "2-B"

CONTRACTORS PRICE SHEET – YEAR #3 2009-2010

Price Sheet "3-A" YEAR #3

Subject to the provisions of this contract with respect to specific express additions to or deductions from compensation, the Port Authority agrees to pay the Contractor and the Contractor agrees to accept from the Port Authority in full and complete consideration for the performance of all its duties and obligations under the contract and as sole compensation for the services performed by the Contractor for the first year of the contract at the sum of:

A) 1,013,022 dollars and 00 cents throughout this third year call the Lump sum, for all areas excluding B-2, B-3 ramps.

B) 726,821 dollars and 00 cents throughout this contract call Lump Sum, for removal and melting of accumulated snow at B-2, B-3 ramps.

C) 274,132 dollars and 00 cents throughout this contract called the lump sum for removal and melting of snow on the Terminal C and Parking Lot P-4 rooftop garages with appropriate loaders, bobcats and other support equipment.

D) 26,350 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of November 1, 2009, to and including April 30, 2010 (excluding B2-B3 Ramps)

E) 18,905 dollars and 00 cents throughout this contract called the Fixed Unit Price for each whole inch of snowfall over a base of 13.0 inches as recorded during the period of Nov. 1, 2009, to and including April 30, 2010 at the B2-B3 Ramps.

F) 7,131 dollars and 00 cents throughout this contract called the Fixed Unit Price for each inch of snow over a base of 13 inches at Term C and

Lot P-4 rooftop garages- melter with appropriate loaders, bobcats and other support equipment.

G) 2,022 dollars and 00 cents throughout this contract called the Thermal Snow Melter Unit Price, per hour for each hour when a 150-ton thermal snow melter is put into operation at the direction of the Manager.

H) 310 dollars and 00 cents throughout this contract called the Payloader Unit Price, per hour for 3-4 yd articulated payloader in operation to dress piles and load melter.

Price Sheet "3-B" – YEAR #3

For the purpose of facilitating the comparison of Proposals and for such purposes only, it is estimated that the total snowfall over the base of 13.0 inches during the period November 1, to April 30 will be 13.0 inches and the estimated total hours of use of a snow melter and accompanying payloader is 150 hours. All equipment listed under "Extra Work" (Price Sheet 3-C) will be estimated by 50 hours of use for each piece of equipment. This is not to include Terminal B. Terminal B is included in lump sum price. Based on this, the "Estimated Total Contract Price" shall be computed as follows:

1) Lump Sum (Letter "A" from Price Sheet 3A) (Up to 13 inches)

1,013,022.00

2) B-2, B-3 ramps Lump Sum (Letter "B" from Price Sheet 3A) (Up to 13 inches)

726,821.00

3) Fixed Unit Price (from above) (Letter "C" from Price Sheet 3A, up to 13 inches

274,132.00

7) Fixed Unit Price (Letter "D" from Price Sheet 3A, times 13 inches over 13 inch base.)

342,550.00

8) B-2, B-3 ramps Fixed Unit Price (Letter "E" from Price Sheet 3A, times 13 inches over 13 inch base

245,765.00

10) Fixed Unit Price (Letter "F" from Price Sheet 3A, times 13 inches over 13 inch base

92,703.00

7) Snow Melter Unit Price (Letter "G" from Price Sheet 3A) x 150 hrs

303,300.00

8) Articulated Payloader Unit Price (Letter "H" from Price Sheet 3A) x 150 hours

46,500.00

8) Total of "'Schedule of Unit Prices" for Extra Work" from price sheet "3-C" Items 1-12 x 50 hours = 573,350.00

6. Estimated Total Contract Price (YEAR #3) 3,618,143.00

Price Sheet "3-C" - Third Year

SCHEDULE OF UNIT PRICES FOR "EXTRA WORK" (WHEN REQUIRED AT ANY HOUR, 24 HOURS A DAY, 7 DAYS PER WEEK, THIRD YEAR

Items

1)	30' blade and mover	$400.00	per hour
2)	3 –4 cubic yard articulated payloader	$ 310.00	per hour
3)	5 cubic yard articulated payloader	$ 318.00	per hour
4)	Dump truck with road plow	$ 166.00	per hour
5)	16 yard dump truck	$ 105.00	per hour
6)	Jeep with 7 foot plow	$ 132.00	per hour
7)	5 cubic yard salt spreader	$ 138.00	per hour
8)	Line Sweeper	$ 213.00	per hour
9)	10-16 yard salter with plow	$ 248.00	per hour

10) Bobcat
w/Blade, bucket or Broom $ 213.00 per hour

11) 40 ton melter $ 1,136.00 per hour

12) Hourly rate for ramp melters
(Term. B-2, B-3) per ton hr. $ 8,088.00 per hour
(for a total rated capacity of 500 ton)

Total of All Equipment 1-12 $ 11,467.00 per hour The total of items 1-12 shall be used for the calculation for item #9 (Total of Schedule of Unit Prices For Extra Work) Price Sheet "3-B"

ESTIMATED TOTAL CONTRACT PRICE

The Estimated Total Contract Price is solely for the purpose of facilitating the comparison of bids and of computing damages in the event of a default by the successful bidder in the, agreement created by the acceptance of this bid. The estimated amounts are given solely as a basis for the computation of the Estimated Total Contract Price. The Authority makes no representation as to what the actual amount of snowfall nor the actual hours of usage of a thermal snow melter and payloaders will be, and shall not be held responsible even though the estimated amounts are not even approximately correct. The Contractors compensation will be computed from the actual amount of snowfall and actual number of hours a thermal snow melter and payloaders are used whether greater or less than the estimated amounts and the Contractor shall also be paid the lump sum.

In the case of the Fixed Unit Price per inch, the Thermal Snow Melter Unit Prices, and Payloader Unit Prices, said unit prices shall be prorated where actual snowfall over the base does not total to exact whole inch(es) or where snow melter and payloader usage does not total to an exact number of whole hours.

ESTIMATED TOTAL CONTRACT PRICE

NOTE - Contract will be awarded based on

THREE YEAR TOTAL ESTIMATED COST.

Estimated Total Contract Price (First Year) $ 3,268,613.00
BOTTOM OF PRICE SHEET 1-B

Estimated Total Contract Price (Second Year) $ 3,438,244.00
BOTTOM OF PRICE SHEET 2-B

Estimated Total Contract Price (Third Year) $ 3,618,143.00
BOTTOM OF PRICE SHEET 3-B

Estimated Total - Three Year Cost $ 10,325,000.00

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1
1. Specific Definitions 2
2. Work Required by the Specifications 2
3. Pre- Commencement of Work Requirements 2
4. Scope of Work 2
5. Designated Areas 2
6. Required Equipment 3
7. Work Areas and Response Requirements 4
8. Specific Snow Clearing Description and Specific Contract Requirements 6
9. Snow Melting 6
10. Snow Hauling 7
11. Snow Hauling 7
12. Area Accessibility 7
13. Salt and Sand 7
14. Supervision and Staffing 8
15. Security Requirements For All Contract Staff 8
16. Safety Requirements 9
17. Vehicle Markings/ Identification 10
18. Vehicle Communications 10
19. Space Provided the Contractor 11
18. Cleanliness of Contractor Areas 11
19. Pre-Snow Season Meeting 11

PART V – SPECIFICATIONS

1. Specific Definitions

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

"Facility" shall mean Newark Liberty International Airport, Newark, NJ .

The term "Manager" shall mean the Manager of Newark Liberty International Airport or his or her designated representative.

"Snowfall recorded" shall be defined to mean snowfall as recorded by the United States Weather Bureau at Newark Liberty International Airport.

Snow shall mean any and all frozen precipitation determined to be snow by the U.S. Weather Bureau located at Newark Liberty International Airport

2. Work Required by the Specifications

These Specifications relate generally to the performance of snow clearing, removal and melting services and all things associated with the performance of the work.

Snow removal operations shall be performed on a twenty four (24) hour, seven (7) day per week basis

3. Pre- Commencement of Work Requirements

Fifteen (15) days prior to yearly commencement, the Contractor shall forward to the Manager a complete list of staff, training criteria accomplished, security clearance records for all employees, list of Management and Supervisory Staff and a complete inventory of all equipment on site.

4. Scope of Work

The work shall consist of snow clearing, removal and melting services and all other duties associated with the work. The Contractor shall provide all labor, supervision, fuel, equipment, equipment maintenance and materials necessary to perform the work. The Contractor shall perform the work as expeditiously and safely as possible The Contractor shall work in close co-ordination and under the direction of Port Authority staff.

5. Designated Areas

As and whenever the need arises during this contract, the Contractor shall perform for the Port Authority and to the Manager's satisfaction the clearing of all accumulated snow from the following locations:

Land Side

a) Parking Lots A, B, C, F, P-1, P-2, P-3, P-4, P-6, P-7 and P-9
b) Two (2) Parking Lot structures designated as P-4 and Terminal C.
c) Earhart Road to Guard post F on Wiley Post Road
d) Charter Bus Holding Area off Earhart and Wiley Post Road.
e) Limo Lot off Station Road and 1 & 9.
f) Bus and Van waiting areas and Taxi Hold Areas adjacent to Terminals A, B and C.
g) Monorail Stations at P-1, P-2. P-3 and the N.E.C..

Air Side

h) The entire Restricted Service Road ((RVSR) from Post Hotel to the Federal Express Ramp including the roadway section behind all three (3) Terminals.
i) The vehicle service road from Guard Post F to the RVSR intersection.
j) Terminal B-2 and B-3 Ramps
k) Hardstands Amelia, Lindy and Wilbur,
l) West Aircraft Parking and Area 340 on the North Side of Taxiway Zulu adjacent to T/W Sierra
m) Helicopter landing area "S"
n) Building 1 Police Emergency Garage Ramp and Vehicle Fueling Area.
o) Area #15
p) Taxiway Yankee and the Block of Runway 11
q) Yankee Ballpark Aircraft Parking
r) Turnpike Parking near Guard Post India to Runway 29 edge line including Taxiway CC aircraft run-up area.
s) Taxiway UB and S
t) Taxiway U north of T/W Z
u) All Taxiway throats or entrances coming off T/W B and leading to all three (3) terminal ramps including direct access points to Terminal C.
v) T/W RB and including PB and PC
w) Ramp entrances to UP, FE and FD
x) The block of R/W 4L and the block of R/W 4R from T/W N to PD including the area between T/W D and T/W PA
y) The RVSR from Post Delta to the Yankee Ball Park aircraft parking area.

6. Required Equipment

a) A minimum of ten (10) 30 foot wide plow blades and pushers.
b) One (1) 5 cubic yard articulated payloader
c) Twenty-one (21) 3-4 cubic yard articulated payloaders
d) Six (6) truck mounted snow melters each with a minimum capacity of 150 tons per hour melting capability.
e) A minimum of three (3) Portable Snow Melters with a minimum 500 ton per hour melting capacity for use on the B-2, B-3 Ramps and Hardstands. Each melter will be accompanied by a payloader separate from those mentioned above in item (c).

f) Two (2) Snow Melters with a minimum 40 ton per hour melting capacity not to exceed the height and weight of the Trecan 40 PDLP. These melters will be positioned, one each on the rooftops of Parking Structures P-4 and Terminal C and each shall have an accompanying front end loader not to exceed 7'6" in height.
g) Two (2) dump trucks with road plows. Each shall be a minimum of 23,000 pound gross weight and both shall be equipped with a hydraulically driven spreader.
h) Twenty (20) 4x4 jeep type vehicles with plows and a minimum 1.5 yard salt or sand spreaders. Vehicles must not exceed over height requirements for all rooftops and parking areas.
i) Two (2) Roadway Salters with plows and a minimum salt or sand capacity of 12 to 16 yards.
j) Ten (10) Bobcats with bucket, broom and plow attachments for use on rooftops, monorail stations, sidewalks, walkways and can be used for line sweeping when required. Bobcats shall come equipped with heated cabs with effective windshield defrosters and windshield wipers. In all cases, the width of Bobcat attachments should not exceed the width of the areas being worked on so as to avoid landscape damage,

7. Work Areas and Response Requirements

Upon the accumulation of one (1) inch of snow as determined by the U.S. Weather Bureau at Newark Liberty International Airport the Contractor will respond to the following areas with the following equipment. The areas at which the equipment will be positioned will be left to the discretion of the Manager and will be based on priorities established by the needs of the facility at that moment.

Air Side

a) The entire Restricted Service Road ((RVSR) from Post Hotel to the Federal Express Ramp including the roadway section behind all three (3) Terminals.
b) The vehicle service road from Guard Post F to the RVSR intersection.
c) Terminal B-2 and B-3 Ramps
d) Hardstands Amelia, Lindy and Wilbur,
e) West Aircraft Parking and Area 340 on the North Side of Taxiway Zulu adjacent to T/W Sierra
f) Helicopter landing area "S"
g) Building 1 Police Emergency Garage Ramp and Vehicle Fueling Area.
h) Area #15
i) Taxiway Yankee and the Block of Runway 11
j) Yankee Ballpark Aircraft Parking
k) Turnpike Parking near Guard Post India to Runway 29 edge line including Taxiway CC aircraft run-up area.
l) Taxiway UB and S
m) Taxiway UA north of T/W Z
n) All Taxiway throats or entrances coming off T/W B and leading to all three (3) terminal ramps including direct access points to Terminal C.

o) T/W RB and including PB and PC
p) Ramp entrances to UP, FE and FD
q) The block of R/W 4L and the block of R/W 4R from T/W N to PD including the area between T/W D and T/W PA
r) The RVSR from Post Delta to the Yankee Ball Park aircraft parking area

Required Equipment

1) Ten (10) 30 foot wide plow blades and pushers.
2) One (1) 5 cubic yard articulated payloader
3) Three (3) Portable Snow Melters with a minimum individual melting capacity of 500 tons per hour with accompanying payloaders.
(4) Four (4) Jeep style vehicles with plows
(5) One (1) line Sweeper
(6) Two (2) dump trucks with road plows. Each shall be a minimum of 23,000 pound gross weight and both shall be equipped with a hydraulically driven spreader.

Land Side

a) Parking Lots A, B, C, F, P-1, P-2, P-3, P-4, P-6, P-7 and P-9
b) Two (2) Parking Lot structures designated as P-4 and Terminal C
c) Earhart Road to Guard post F on Wiley Post Road
d) Charter Bus Holding Area off Earhart and Wiley Post Road
e) Limo Lot off Station Road and 1 & 9.
f) Monorail Stations at P-1, P-2. P-3 and the N.E.C.
g) Bus and Van waiting areas and Taxi Hold Areas adjacent to Terminals A, B and C.
h) Valet Parking Area at P-4

Required Equipment

a) Ten (10) 4x4 jeep type vehicles with plows and a minimum 1.5 yard salt or sand spreaders. Vehicles must not exceed over height requirements for all rooftops and parking areas.
b) Ten (10) Bobcats with bucket, broom and plow attachments for use on rooftops, monorail stations, sidewalks, walkways and can be used for line sweeping when required. Bobcats shall come equipped with heated cabs with effective windshield defrosters and windshield wipers. In all cases, the width of Bobcat attachments should not exceed the width of the areas being worked on so as to avoid landscape damage.
c) Two (2) Snow Melters with a minimum 40 ton per hour melting capacity not to exceed the height and weight of the Trecan 40 PDLP. These melters will be positioned, one each on the rooftops of Parking Structures P-4 and Terminal C and each shall have an accompanying front end loader not to exceed 7'6" in height.
d) Two (2) Roadway Salters with plows and a minimum salt or sand capacity of 12 to 16 yards.

Upon the accumulation of three (3) inches of snow as determined by the U.S. Weather Bureau at Newark Liberty International Airport the Contractor will respond to a pre-determined marshalling area with nineteen (19) payloaders to be used for the plowing of Parking Lots A, B, C, F, P-1, P-2, P-3, P-4, P-6, P-7 and P-9. It will be at the discretion of the Manager based on facility need as to what location each payloader will be positioned.

8. Specific Snow Clearing Description and Specific Contract Requirements

Snow clearing hereunder shall include the removal of snow accumulations from the surfaces areas specified in this document and shall consist of the pushing, piling and melting of accumulated snow. The areas at which snow will be piled is to be determined by the Manager and at no time should snow be piled at any location without the prior consent of the Manager.

Snow clearing in Parking Lots shall be limited to bus lanes and aisles. Stall areas will not be addressed until a minimum of eight (8) vehicle spaces are available. All snow in these areas will be piled either for stock piling or for melting.

Snow clearing will continue until the Manager determines that the area has been completed to his/her satisfaction.

The Manager at any time can change the priorities based on the needs of the facility in regards to the order in which each location will be addressed and with what vehicles the work will be performed.

9. Snow Melting

The Manager will determine if and when snow melters not included in the lump sum cost of the contract will be activated. When activated, each melter along with it's accompanying payloader will be on "Time and Materials" (T&M) status. The Contractor will be compensated for the actual time that the melter is actively being used. The cleaning or fueling of the melter during normal operation will not stop the clock as long as the operation of the melter is not affected. If in the opinion of the Manager, the melting operation is affected by any servicing then melting times will be adjusted to reflect the time that the operation was halted.

While a melter is being serviced the loader operator will still be required to dress snow melting piles in preparation for melting. If the payloader stops operation to assist in servicing the melter then the clock will stop on the payloader as well.

When the melting operation ends the clock stops.

No additional time will be allotted to the Contractor for transportation or cleaning of the melter at the end of the snow event.. When a melter is "in transport" from one location to another the Port Authority will not be responsible for the time of transport.

10. Snow Hauling

If in the event of huge accumulations and stockpiling or melting is no longer feasible, the Manager will have the option at his/her sole discretion to activate dump trucks so that the Contractor can load and transport the snow to a designated storage area. This work will be performed under T&M status and the Contractor will be compensated in accordance with the prices inserted by the Contractor on the Contractor Pricing Sheets

11. Snow Hauling

If in the event of huge accumulations and stockpiling or melting is no longer feasible, the Manager will have the option at his/her sole discretion to activate dump trucks so that the Contractor can load and transport the snow to a designated storage area. This work will be performed under T&M status and the Contractor will be compensated in accordance with the prices inserted by the Contractor in the Pricing Sheets

12. Area Accessibility

In the event that certain areas on the facility become inaccessible as a result of a snow emergency the Contractor could be instructed by the Port Authority to cease operation until the affected area becomes accessible. At that time it will be the responsibility of the Contractor to return to the facility to complete the contract requirements at no additional cost to the Port Authority.

13. Salt and Sand

Due to the specific needs of an aeronautical facility it is vital that approved sand and salt products be used at all times. Therefore, the Contractor will be required to obtain all rock salt and sand that will be used at Newark Liberty International Airport from the Port Authority at no cost to the Contractor. Contractor's vehicles will respond to loading area presently Building #79 where they will be loaded up by a Port Authority loader operator. The sand and salt provided by the Port Authority is to be used on areas located within the confines of Newark Liberty International Airport. The Contractor will be back charged for all materials used at areas not specifically included in this Contract. **The Building #79 Loading Area will be in operation only when the snow desk has been activated.**

14. Supervision and Staffing

The Contractor will be responsible for supplying an adequately trained Manager and Supervisory Staff that will be responsible for dispatching, overseeing, monitoring and directing all subordinate staff. This Management team will also be required to maintain continuous contact with Port Authority Management Staff to assure that all contract requirements are accomplished safely, thoroughly and expeditiously.

Contractor's Manager - The Contractor shall assign a full time Manager to this contract who will have complete authority over all subordinate personnel and equipment assigned to this contract. The Manager shall remain on duty while services are being performed and will be required to be in radio contact or telephone contact at all times with the Port Authority whether at the dispatch desk or out in a vehicle. When the Manager is relieved, the replacement must be an individual with similar qualifications and authority.

Supervisors The Contractor will provide a minimum of five (5) supervisors who have valid Newark Liberty International Airport identification and have passed the Aeronautical Driver Training Course that is provided by the Port Authority. These supervisors will respond to the needs of Port Authority Supervision during the entire snow event. Each supervisor will be assigned a zone to monitor and must maintain constant radio communication with the Port Authority. These supervisors are to be assigned to work on this contract exclusively

Operators

All operators must possess a valid drivers license appropriate to the equipment that they operate. They must obtain a Newark Liberty International Airport I.D. card that will include a background check. All operators will be required to attend a Port Authority Aeronautical Driver Training class.

15. Security Requirements For All Contract Staff

Companies contracted by the Port Authority of NY & NJ to perform snow removal operations at Newark Liberty International Airport require access to the ramp/AOA (aeronautical operations area). To access the AOA, they must have Security ID cards, therefore, they must submit a Corporate Package (company ID request forms) to the Security ID Office to request Newark Liberty International Airport Security ID cards for their employees. All associated fees will be the responsibility of the Contractor and must be included in the final bid price. They must also:

- Submit Corporate package in a timely manner to ensure document approval and issuance of ID cards well before the snow season begins.

- Designate an employee(s) as Issuing Officer(s). The Issuing Officer(s) will be the liaison between he Security ID Office and the company regarding all ID card matters.

- Ensure the Issuing Officer(s) attend SIDA (Security Identification Display Area) training.

- Ensure the Issuing Officer(s) completes the Driver Training offered by the company.

- Return all expired and/or no longer required ID cards to the Security Office ID Office. There is a $100 per card fee which the Contractor shall be required to pay (payable to the Port Authority) for lost or not returned ID cards.

Active ID cards must be picked up by an Issuing Officer or an authorized company representative, who will assume responsibility for the proper use and safekeeping of the ID cards.

Individual Requirements

ID applicants must successfully undergo a Criminal History Records Check (CHRC) in order to obtain the ID card. Applicants who do not meet the CHRC requirements may not receive an ID card. The fingerprinting fee is presently $29 to be paid by the Contractor. ID card applicants must:

- Complete AOA Port Authority Security I.D. Card Application
- Possess a Valid Driver's License
- Complete Driver Training (provided by the snow removal company)
- Meet fingerprint (CHRC) requirements
- Provide two forms of identification – one of which must be a valid Social Security card and the other a government issued picture ID

Note: Corporate Package approval may take several months, therefore, we urge applicants to submit their package well in advance of start of operation

16. Safety Requirements

All equipment provided by the Contractor shall be equipped with a back up alarms, a diamond shaped reflector attached to the rear of each vehicle for "Slow Moving Vehicles", functioning headlights, taillights and a 360 degree rotating overhead beacon. Additionally, each plow vehicle shall have a snow flag mounted vertically on top of the plow blade tips.

All vehicles must have working heaters, windshield wipers and defrosters

When being transported all blades, plows or buckets must be no higher than 18" off the ground.

If any representative of the Port Authority deems that any piece of Contractor equipment is unsafe, ineffective or defective the Contractor will be required to remove that particular piece from service until repairs are made. If the repairs can be made on site the Contractor will be required to make said repairs expeditiously without imposing a negative impact on the facility operation. If the vehicle must be removed from the work site than the Contractor will be required to replace the vehicle with an "in kind" piece or be subject to Liquidated Damages.

The removal of any piece of equipment for safety or ineffectiveness by the Port Authority will not preclude the Contractor from the completion of any contract requirement.

Prior to the snow season the Port Authority will inventory and inspect all required equipment to assure its presence and operational ability. The Port Authority at it's discretion may assign an Automotive Mechanic to conduct this inspection. If any equipment is deemed unsafe or dangerous as a result of this inspection, the Contractor will either make immediate repairs that will be subject to re-inspection or replace the damaged vehicle with an "in kind" vehicle. The damage piece will then be removed from inventory until repairs are made.

Any equipment that is deployed by the Contractor shall have been thoroughly inspected by the Contractor for operational capabilities and safety. The act of deployment of any vehicle or piece of equipment shall be an "admittance" by the Contractor that the equipment or vehicle was inspected and deemed safe and operational.

The physical condition of all operators must be closely monitored by the Contractor's Supervisory Staff. Fatigued, ill or inept operators must be immediately replaced with replacement operators. During the course of a significant snow event it is not unusual for operators to become fatigued. If any Port Authority Representative observes an operator driving erratically or in an unsafe manner it will be incumbent on he or she to notify the Contractor to have the operator removed. The operator and the Contractor will be subject to an issuance of a BOR (Breach of Rules) citation and the operator and zone supervisor will be subject to the permanent revocation of driving privileges and AOA access.

17. Vehicle Markings/ Identification

Each piece of equipment, including vehicles provided to supervisors shall bear a unique and distinctive marking as directed by the Manager.

18. Vehicle Communications

The Contractor shall have radio or another means of communicating with each of its vehicles that is acceptable to the Manager.

19. Space Provided the Contractor

Space will be provided to the Contractor free of charge for the staging of equipment required by this Contract between November 1 and April 30.

18. Cleanliness of Contractor Areas

The Contractor shall be responsible for maintain all contractor areas in a clean condition. All litter, debris and other material shall be disposed of off the Facility at the Contractors expense.

19. Pre-Snow Season Meeting

Prior to the commencement of the snow season the Manager shall schedule a meeting with the Contractor and selected members of the Contractors staff to discuss the forthcoming season and co-ordinate activities.

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 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

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.

2010

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director Procurement

TO: 516-767-9200

Mr. William F. Wynperle, Executive Vice President
Aero Snow Removal Corp.
20 Sintsink Drive East
Port Washington, NY 11050

RE: SNOW REMOVAL SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT, 1ST OPTION; CONTRACT # 4600006996; PURCHASE ORDER # 4500053947

Dear Mr. Wynperle:

Pursuant to Page 2 of Part III, Paragraph 2, entitled "Duration" of the above referenced contract, the Port Authority of New York and New Jersey hereby exercises its right to extend the above referenced contract for the first option period effective November 1, 2010 to October 31, 2011 subject to earlier termination as provided in the Contract.

Also in accordance with Page 5 of Part III, Paragraph 4, entitled "Price Adjustment," of the contract, the unit prices in effect during the final year of the Base Term shall be adjusted by the specified CPI (+ 1.9983%) as provided for in the contract. The resulting products shall be the unit prices payable in the first option period effective November 1, 2010.

Should a further review by our Audit Department indicate that a modification to these adjustments is proper under this contract, it shall be made accordingly and contract compensation will be retroactively adjusted.

Please make sure a current original Certificate of Insurance is on file with the Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue south, 12th floor, New York, New York 10003.

For invoicing, payment and correspondence purposes please continue to reference Purchase Order # 4500053947

Your facility contact is Mr. Genaro Pipitone who can be reached at (973) 961-6075. If you have any questions regarding this extension, contact Mr. Robert Veit at (212) 435-3916.

Sincerely,

Lillian Valenti
Director
Procurement Department

[illegible]
New York, NY 10111
T 212 435 9427

THE PORT AUTHORITY OF NY & NJ

VIA UPS and FAX 516-767-9200

July 25, 2011

Lillian D. Valenti
Director, Procurement

Peter Dejana, President
Aero Snow Removal Corp.
30 Sagamore Hill Dr.
Port Washington, NY 11050

RE: REQUIREMENTS CONTRACT FOR SNOW CLEANING, REMOVAL AND MELTING SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT; BID #13341: CONTRACT #4600006996: PURCHASE ORDER #4500053947: EXERCISE SECOND ONE-YEAR OPTION PERIOD

Dear Mr. Dejana;

In accordance with PART III- CONTRACT SPECIFIC TERMS AND CONDITIONS, paragraph 2 entitled "Duration" the Port Authority of New York and New Jersey (the Port Authority) hereby exercises its right to extend the above referenced Contract for the second one (1) year option period, effective November 1, 2011 unless terminated, cancelled or extended through October 31, 2012.

The prices in effect for the first option period of the Contract are hereby increased by 4.2752 percent that is the change in Consumer Price Index (CPI) between June 2010 and June 2011 and shall constitute the charges in effect for the second year option period.

However, should a future review by our Audit Department indicate a modification to those adjustments are proper under the contract, it shall be made accordingly and contract compensation will be retroactively adjusted.

Please ensure that an updated Certificate of Insurance is on file with the General Manager, Risk Management, The Port Authority of NY & NJ, 225 Park Avenue South, 12th Floor, New York, NY, 10003. Reference the insurance tracking number CITS#3010N and contract number 4600006996 are on the certificate.

For invoicing, payment and correspondence purposes, please continue to reference Purchase Order #4500053947.

Your facility contact is Mr. Genaro Pipitone who can be reached at 973-961-6075. If you have any questions concerning this extension, please contact Mr. Larry Waxman of my staff at 212-435-3951.

Sincerely,

Lillian Valenti, Director
Procurement Department

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 8427

THE PORT AUTHORITY OF NY & NJ

August 22, 2012

Lillian D. Valenti
Director, Procurement

VIA REGULAR MAIL AND FAX (516) 767-9200

Aero Snow Removal Corp.
30 Sagamore Hill Drive
Port Washington, NY 11050
ATTN: Peter Dejana, President

RE: REQUIREMENTS CONTRACT FOR SNOW REMOVAL SERVICES AT NEWARK LIBERTY INTERNATIONAL AIRPORT
BID #13341 - CONTRACT #4600006996/PO #4500053947
EXERCISING THE THIRD AND LAST-ONE YEAR OPTION PERIOD

Dear Mr. Dejana:

In accordance with Part III, page 2, paragraph 2 entitled "Duration", The Port Authority of New York and New Jersey hereby exercises its right to extend the above referenced Contract for the third and last one (1) year option period effective November 1, 2012 to October 31, 2013. The current prices shall be adjusted by +1.4746% by utilizing the Consumer Price Index (CPI) specified in Part III, page 5, paragraph 4 entitled "Price Adjustment", and shall constitute the prices in effect for the third and last option period. All other terms and conditions of the existing contract shall remain unchanged and in full force and in effect.

If, however, a future review by our Audit Department indicates a modification to this adjustment is proper under the Contract, it will be done accordingly and contract compensation will be retroactively adjusted. Nothing herein shall be construed as a waiver by the Port Authority of any of its rights or remedies under the Contract, or as the exercise by the Port Authority of any extension rights thereunder.

Please submit the updated Certificate of Insurance to the attention of the General Manager, Risk Management, The Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, NY 10003. This Certificate must be annotated with CITS tracking number CITS #3010N.

For invoicing and correspondence purposes, please continue to use Purchase Order #4500053947.

Your facility contact is Mr. Genaro Pipitone who can be reached at (973) 961-6075. If you have questions concerning this extension, please contact Selene Ortega at (201) 395-3407.

Very truly yours,

Lillian Valenti
Director
Procurement Department

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477